

VILLAGE OF DUPO, ILLINOIS

ORDINANCE NO. 23-01

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DUPO, ILLINOIS
AUTHORIZING THE ENTERING INTO A TECHNICAL SERVICES AND ASSISTANCE AGREEMENT
WITH MORAN ECONOMIC DEVELOPMENT, LLC**

ADOPTED BY THE
VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF DUPO, ILLINOIS
THIS 17th DAY OF JANUARY 2023

Published in pamphlet form by
authority of the Village Board
of Trustees of the Village of
Dupo, St. Clair County, Illinois,
this 17TH day of January 2023.

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WHEREAS, the Village of Dupo, St. Clair County, Illinois, is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois, including particularly the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, a duly noticed public meeting was held in the Village of Dupo, Illinois at the Dupo Village Hall, 107 N. Second Street, on January 17, 2023, at 7:00 p.m., before the Village Board of Dupo; and

WHEREAS, the Village is in need of a Comprehensive Plan/updated Comprehensive Plan for the present and future development or redevelopment of the Village and contiguous unincorporated territory not more than 1.5 miles beyond the corporate limits of the Village, and not including in any other municipality; and

WHEREAS, pursuant to 5-1-9, expenditures of the Village's Planning Commission shall be at the discretion of the Village Board and if the Commission shall deem it advisable to secure technical advice or services, it shall be done upon authority of the Village Board and appropriations by the Village Board therefor; and

WHEREAS, both the Village Board and Planning Commission deem it advisable and in the best interests of the Village to secure technical advice and services to draft/update the Village's Comprehensive Plan; and

WHEREAS, Moran Economic Development, LLC is willing to provide its professional services in the form of technical advice and services to the Planning Commission, as well as the Village Board, for drafting/updating the Village's Comprehensive Plan, pursuant to those terms, conditions, and compensation as contained in the attached Agreement for Technical Services and Assistance (**Exhibit "A"**);

WHEREAS, the Corporate Authorities of the Village of Dupo, Illinois hereby find that it is necessary, advisable and in the best interests of the Village and its citizens and the public to authorize the retention of Moran Economic Development, LLC to provide technical advice and services to the Planning Commission, and the Village Board, to draft/update the Village's Comprehensive Plan pursuant to those terms and conditions, and for that compensation, as contained and referenced in the attached and incorporated **Exhibit "A;"** and

NOW THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Dupo, St. Clair County, Illinois, as follows:

Section 1: The aforementioned recitals are hereby adopted as findings by the Village Board and incorporated herein.

Section 2: That the Village of Dupo, Illinois hereby approves the entering into an Agreement for Technical Services and Assistance with Moran Economic Development, LLC, attached hereto and incorporated herein as **Exhibit "A"**, to draft/update the Village's Comprehensive Plan and assist the Village's Planning Commission and Village Board in approving and adopting the same.

Section 3: That the Mayor, on behalf of the Village of Dupo Illinois, is given the authority to execute, and the Village Clerk shall seal, if necessary, the Agreement for Technical Services and Assistance with Moran Economic Development, LLC (**Exhibit "A"**), and such other documents necessary for the entering into said agreement with Moran Economic Development, LLC in relation to the Village's Comprehensive Plan.

Section 4: That the Mayor of the Village of Dupo, Illinois is authorized to provide any such additional information and take any such further action as may be required to accomplish the intent and purpose of this Ordinance.


Section 5: This Ordinance shall take full force and effect immediately upon passage by the Village Board of Trustees.

PASSED this 17th day of January 2023 by the Village Mayor and the Village Board of Trustees of the Village of Dupo, St. Clair County, Illinois, and deposited and filed in the office of the Village Clerk in said Village on that date.

[This space intentionally left blank.]

<u>Trustees</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Joe Basinski	X	---	---	---
Ron Dell	X	---	---	---
Kerry Foster	X	---	---	---
Dawn Keys	X	---	---	---
Ken Phillips	X	---	---	---
Tammy Taylor	X	---	---	---

APPROVED AND PASSED by the Mayor of the Village of Dupo, Illinois this 17th day of January 2023.


 Jerry Wilson, Mayor
 Village of Dupo, Illinois

ATTEST:


 MARK NADLER, VILLAGE CLERK

{SEAL}

STATE OF ILLINOIS)
) SS
COUNTY OF ST. CLAIR)

CERTIFICATE OF PUBLICATION

I, Mark Nadler, certify that I am the duly elected and acting Village Clerk of the Village of Dupu, Illinois.

I further certify that on the 17th day of January 2023, the Corporate Authorities of the Village of Dupu, Illinois, passed and approved Ordinance No. 23-01, entitled:

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DUPO, ILLINOIS
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which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 23-01, including the ordinance and a cover sheet thereof, was prepared, and a copy of such ordinance was posted in the Dupu Village Hall, commencing on January 17, 2023, and continuing for at least ten (10) days thereafter. Copies of such ordinance were also made available for public inspection upon request in the office of the Village Clerk.

DATED at Dupu, Illinois this 17th day of January 2023.



MARK NADLER, Village Clerk

(SEAL)

EXHIBIT A

AGREEMENT FOR TECHNICAL SERVICES AND ASSISTANCE THE VILLAGE OF DUPO, ILLINOIS AND MORAN ECONOMIC DEVELOPMENT, LLC

This Agreement, entered into this ____ day of _____, 2023 by and between the Village of Dupo, Illinois, hereinafter referred to as the "Village" and Moran Economic Development, LLC, hereinafter referred to as the "Consultants".

Whereas, the Village has a need for assistance in the update of its Comprehensive Plan for the community; and,

Whereas, the Consultants is duly experienced in providing such assistance,

Now, therefore, the Village and the Consultants, for the considerations and under the conditions hereinafter set forth, do mutually agree as follows:

SCOPE OF SERVICES:

Phase 1: Project Procedures and Existing Data

The scope and content for a comprehensive plan stem from community-identified issues and opportunities. In turn, these issues and opportunities are addressed by setting community goals, and identifying objectives and strategies to achieve said goals.

The basis for the plan is drawn from an inventory and analytical assessment of the community's physical, demographic, and socio-economic attributes. This data will inform the discussions surrounding the creation of Dupo's comprehensive plan and ensure that resulting policies are specific, community-driven, and achievable.

In Phase 1, Moran Economic Development will collect basic qualitative and quantitative data necessary to inform the next steps of preparing the comprehensive plan. There are several actions that need to be taken to identify and gather this basic information.

Task A: Initial Project Meetings – *Meeting 1*

The Consultants will meet with the Plan Commission and Village staff to establish the following:

- Develop a detailed scope of work
- Establish project schedule
- Assign task responsibility and expectations
- Establish communications protocol
- Define working relationship between Consultants, Plan Commission, and Village staff/elected officials

Task B: Base Map

The Consultants will create a base map of the planning area utilizing available aerial photographs, land use maps and electronic data. A visual survey of the area will also be conducted, incorporating any pertinent data to the base map.

Deliverable: Parcel-level base map indicating the planning area.

EXHIBIT A

Phase 2: Existing Conditions

The Consultants will collect data and compose a narrative describing the existing conditions, including strengths, issues, and opportunities, for each of the plan elements described below.

Task A: Stakeholder Interviews – *Meetings 2 & 3, scheduled for same day*

The Consultants will conduct one interview/work session with the Plan Commission and one additional small group interview with key community stakeholders. The Village will assist in selection of stakeholders and scheduling of interviews. These meetings will cover a range of topics for all of the plan elements described below.

Data sources may include: interviews and discussions with stakeholders.

Task B: Plan Element - Demographic Trends

The Consultants will integrate demographic and economic data to create projections on population and labor force. Local, regional and national trends external to the Village of Dupon in combination with the Village's unique set of assets and challenges will be used to identify areas of particular interest for future development within the planning area.

Data sources may include: decennial census, Claritas, Inc., stakeholder interviews.

Task C: Plan Element – Public Utility Infrastructure

The Consultants will review available data on water supply and distribution, wastewater treatment and storm water management. The Consultants will review this data with the Village engineer(s) and public works department to assess and characterize the key issues facing public utility infrastructure.

Data sources may include: Village records of water and sanitary sewer usage and visual surveys, stakeholder interviews.

Task D: Plan Element – Housing and Neighborhoods

The Consultants will assess the existing housing stock, categorizing structure, type, and distribution throughout the Village.

Data Sources may include: decennial census, St. Clair County, and Claritas, Inc., a provider of detailed demographic data, stakeholder interviews.

Task E: Plan Element - Mobility

The Consultants will assess transportation infrastructure and concerns, as well as existing capital improvement programs. Need and availability of alternate transportation modes will also be evaluated, such as bus transit, cycling, and walking.

Data sources may include: IDOT Annual Daily Traffic (ADT) maps, capital improvements plans, state, county, and local agencies, traffic accident data, stakeholder interviews.

Task F: Plan Element - Economic Development

The Consultants will perform an analysis of the Village's prominent commercial districts and corridors, as well as an assessment of the Village's labor force and economic base. This analysis may include incentive programs, business recruitment efforts, business retention efforts and workforce trends.

Data sources may include: Claritas, Inc., stakeholder interviews, county workforce data.

Task G: Plan Element - Quality of Life

The components of quality of life include parks, open spaces, as well as cultural and natural resources. An inventory of the existing parks and recreational facilities will be developed, as will historic and cultural resources unique to the Village.

Data sources may include: village maps, historic data, environmental surveys.

Task H: Plan Element - Land Use

The Consultants will record and compile the existing land uses and zoning classifications within the planning area. The Consultants and the Village will work together to identify important focus areas, and this data will inform the future land use plan.

Data sources may include: Village maps and records, St. Clair County tax assessment data, visual surveys, stakeholder interviews.

Deliverable: Community Analysis Report that summarizes the key findings of Phases 1 and 2.

Phase 3: Community Vision and Goals

During Phase 3, the Consultants and the Village will work together to facilitate an open house, during which goals will be formulated and a framework for implementation will be developed.

Task A: Open House – *Meeting 4*

Based on the findings in Phases 1 and 2, the Consultants will assist Village staff in conducting open house style workshop. This workshop will: (a) establish an overarching vision for the future; (b) develop objectives related to topics covered in Phase 2; (b) engage residents in the planning process (c) garner community support for implementation of the plan.

Deliverable: Summary report including comments from workshop and list of key goals for each plan element.

Phase 4: Implementation

The qualitative and quantitative data collected in Phases 1, 2, and 3 will inform the implementation portion of the Village's comprehensive plan. The Consultants will align goals for each of the plan elements with an overarching vision for the community. Specific strategies will be suggested for achieving these goals, building on the community's existing social capital and unique strengths.

Task A: Plan Element - Public Utility Infrastructure

The Consultants will generate objectives and strategies related to public utilities like water and sanitary sewer infrastructure. These recommendations will address the capacities, maintenance, and possible expansion of Village services and their coverage areas. Strategic recommendations will be made with economic development and land use goals in mind. If desired, the Consultants may also assist the Village in drafting the initial framework of a capital improvements program based on these recommendations.

Task B: Plan Element - Housing and Neighborhoods

The Consultants will provide objectives and strategies for ways to meet housing and neighborhood goals. These objectives and strategies will be specific, achievable items that utilize resources available to the community.

Task C: Plan Element - Mobility

Strategies will be developed to achieve mobility-related goals. The Consultants will use data gathered during Phases 2 and 3 to inform actionable items to improve mobility for residents of all ages and abilities. The Consultants will endeavor to align mobility strategies with programs that provide funding for said mobility enhancements.

Task D: Plan Element - Economic Development

The Community's economic development goals will be well-defined and specific to support desired economic growth within the Village of Dupo. Because all plan elements are related, other elements will be developed in a manner that poises the Village to achieve its economic development goals.

Task E: Plan Element - Quality of Life

Quality of life encompasses not only those topics covered by this plan, but also key components of a community such as parks, open spaces, natural and cultural resources. Based on community feedback, strategies will be created to preserve and enhance these important quality of life components.

Task F: Plan Element – Future Land Use Plan

The Consultants will generate a future land use plan. Existing land uses and zoning classifications will be used to inform current conditions; however, goals from several other elements (mobility, housing, and neighborhoods), will be woven into Land Use Plan. A map indicating future land use will also be

generated and incorporated into the plan so that the plan for how property will be used is documented and formalized.

Task G: Plan Commission Review – *Meeting 5*

The Consultants will submit drafts of each of the plan elements to the Plan Commission for review. The Consultants will attend a meeting of the Plan Commission to provide a presentation of the plan to date and collect feedback that may be incorporated into the final draft. It is strongly recommended that the public be invited to the Plan Commission meeting for the discussion of the draft. Residents that participated in the planning process during Phase 3, Community Vision and Goals, are stakeholders who are invested in the planning process. It is important that they confirm findings from public engagement and review the proposed implantation strategy. Comprehensive plans are created by the community, for the community, and as such, resident support is critical.

Deliverables: Preliminary draft for review by Plan Commission and final draft after revisions.

Phase 5: Plan Adoption

Task A: Submission of Final Draft

The Consultants will submit a final draft of the comprehensive plan for review by Village staff, Plan Commission, Village Board, and the public.

Task B: Public Hearing – *Meeting 6*

The Village must hold a properly noticed public hearing prior to the adoption of the Comprehensive Plan. Either the Village Board or the Plan Commission may hold the public hearing. Integration of any feedback received will be completed prior to the Village Board considering the comprehensive plan for approval.

Task C: Final Draft

The Consultants will prepare the final draft for review and approval by the Village Board. The adopted plan will be delivered to the Village in both print and digital formats.

Deliverable: Adopted Comprehensive Plan, in both print and digital format.

SCHEDULE

A general timeline for this project is as follows:

PHASE	DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
Phase 1	Project Procedures & Existing Data		■	■									
Phase 2	Existing Conditions				■	■	■	■					
Phase 3	Community Vision and Goals							■	■	■			
Phase 4	Implementation									■	■	■	
Phase 5	Plan Adoption											■	■

COMPENSATION

The Consultants will provide services described herein, upon written communication from the Village of Dupo.

DESCRIPTION	COST
Completion of Steps 1, 2	\$12,900
Completion of Steps 3, 4	\$15,000
Completion of Step 5	\$7,000
Total	\$34,900

The Consultants shall be compensated in accordance with the following schedule of standard hourly rates not to exceed \$34,900 under this agreement; such rates are exclusive of reimbursable expenses:

Reimbursable expenses shall consist of actual costs incurred by the Consultants for printing, photographic work, production, delivery charges, travel and any other similar expenses required to provide the above Services. Such expenses shall be billed monthly to the Client at their direct and actual cost to the Consultants. Shall not exceed \$3,000.

TERMINATION OF AGREEMENT

If for whatever reason the Village determines that the work should be terminated, the Village will inform Moran Economic Development in writing that it wishes to terminate this agreement. The date of termination shall occur upon receipt of the written notice of termination by Moran Economic Development via the U.S. Postal Service or by email.

The Village will pay Moran Economic Development an amount representing the work performed to the date of termination, plus any expenses which have been incurred by Moran Economic Development to that date.

1. Confidentiality; FOIA Requests. "Confidential Information" means any information which Consultants has designated as confidential in writing or should be considered confidential (however it is conveyed or on whatever media it is stored) including information that relates to a party's trade secrets, commercial information, proprietary information, and, private personal information. In the event the Village, or an authorized representative thereof, receives a FOIA request for documents containing Confidential Information, Village shall notify Consultants of the request. Upon receipt of such notice by email, Consultants shall notify Village within two business days whether, and if so, why, it believes the requested documents are exempt from disclosure under the applicable FOIA law, or if any portion of the requested documents is exempt from disclosure (and therefore should be redacted) under the Illinois Freedom of Information Act or other applicable rules, laws, or regulations.
2. Not Legal Advice. Village understands that any information or deliverables Consultants provides to Village in connection with this agreement or the services provided hereunder is not, and should not be relied upon as, legal advice.
3. Delay. Consultants shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of Consultants.
4. Relationship. Consultants will act under this agreement as an independent contractor, and nothing contained herein will constitute either party as the employer, employee, or representative of the other party, or both parties as joint venturers or partners for any purpose.
5. Enforceability. The invalidity or unenforceability of any provision of this agreement does not affect the validity or enforceability of any other provisions of this agreement, which will remain in full force and effect.
6. Amendments. This agreement may not be amended or modified except in writing signed by the parties hereto.
7. Governing Law. The laws of the state of Illinois, without regard to conflicts of law principles thereof, govern all matters arising under this agreement.
8. Notices. All notices pursuant to this agreement must be in writing and delivered by hand, sent via overnight delivery or by certified or registered mail to each party's address provided in this agreement.
9. Entire Understanding. This agreement sets forth the entire agreement and understanding between Consultants and Village with respect to the subject matter hereof.
10. Execution. The signature of either party hereto that is transmitted to the other party or other party's authorized representative electronically will be deemed for all purposes to be an original signature.

This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed this _____ day of _____, 2023.

ATTEST:

Village of Dupo

Mayor

ATTEST:

Moran Economic Development



Keith Moran
President