

**AGREEMENT FOR TECHNICAL SERVICES AND ASSISTANCE
BUSINESS DISTRICT
CITY OF MONTICELLO, ILLINOIS**

This Agreement, entered into this ___ day of _____, 2019 by and between the City of Monticello, Illinois, hereinafter referred to as the "City" and Moran Economic Development, hereinafter referred to as the "Consultant".

Whereas, the City has a need for assistance in the review and analysis of an area in the City as this review and analysis pertains to the use a Business District; and,

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

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

Scope of Services:

Moran Economic Development would supply the following services to the City of Monticello during the analysis of the Monticello Business District Area.

Action 1 - Blighting Analysis

The Blighting Analysis would determine whether the properties proposed for inclusion in a Business District Area are blighted. The creation of these materials would provide the City with the information it needs to conclude whether or not the creation of a Business District is justified.

• **Determination of Blight**

- The Consultant will use the definitions and guidelines as provided in the Illinois Business District Development or Redevelopment Act (as amended) in making a determination as to the eligibility of blight for each of the proposed Areas.
- The Consultant will complete the fieldwork necessary in order to make a determination as to whether or not the proposed properties are blighted as outlined in the Business District Development or Redevelopment Act. In addition, the Consultant will review other City and County plans and documents when necessary.
- The Consultant will create mapping necessary in illustrating the determination of blight for the Monticello Business District. Mapping will include Existing Land Use, Blighting Factors and any other maps necessary to illustrate the blighting analysis.
- The City of Monticello will make available to the Consultant its legal counsel, engineer, City staff and other professionals associated with the City's work (including mapping, municipal legislation, etc.) for the purposes of completing the Blighting Analysis.

A. Presentation to the City

- The Consultant will present its findings to the City of Monticello. This presentation

will include an explanation as to whether or not, in the opinion of the Consultant, the proposed properties were found to be blighted, and the Consultant's account as to the manner in which the properties to be included have been found to be blighted or not blighted.

- The City will then determine whether to authorize the completion of the Business District Plans. If the City decides to proceed, then, at the discretion of the City, it will authorize Moran Economic Development to complete the "Business District Process".

Action 2 - Business District Process

Should the City make the determination to proceed; Moran Economic Development will prepare the Business District Plan to include the areas approved by the City.

- **Creation of the Business District Plan**

Each of the Business District Plan(s) will include the following items:

1. Description of Business District Program as referenced by the Illinois Revised Statutes;
2. Documentation necessary to demonstrate that property to be included in the Business District Plan meets the qualifying factors to be eligible for inclusion;
3. Objectives of the Business District Plan;
4. Land use for the properties to be included in the Business District Plan;
5. Description of projects and activities proposed within the properties to be included in the Business District Plan, both public and private;
6. Implementation strategy;
7. Estimated costs of the projects and activities proposed;
8. The source of funds and the type and term of any obligations to be issued;
9. The rate of any tax to be imposed;
10. Boundary Map;
11. General Land Use Plan for the Area;
12. Other items necessary to complete the Business District Plan pursuant to the Revised Statutes of the State of Illinois.

- **Presentation of the Business District Plan**

Moran Economic Development will present the Business District Plan to the City for its review and comment. Moran Economic Development will integrate the City's comments, if applicable, into the final Business District Plan documents.

- **Public Hearing**

As a part of the adoption schedule, Moran Economic Development will attend and conduct all Public Hearings.

Information Provided by City

1. Preparation of Legal Description of Redevelopment Area
2. The City will make the required notifications, mailings, and distributions to those parties identified by the consultant. The consultant will provide guidance and suggested forms for use by the City. These notifications are to take place under an agreed upon schedule for execution of the Business District Plan and in accordance Illinois Business District Development or Redevelopment Act (as amended).
3. Any amendments to the Comprehensive Plan/Community Plan if necessary.

Fees

The total proposed fee for the above work will be **\$15,900**, plus actual reimbursable expenses not to exceed \$1,000. Reimbursable expenses shall consist of actual costs incurred by Moran Economic Development for printing, travel, photographic work, production, delivery charges, long distance telephone charges and any other similar expenses required to provide the above Scope of Services. Such expenses shall be billed to the City at their direct and actual cost to Moran Economic Development.

Upon presentation of the Blighting Study Study to the City \$6,000

Upon presentation of the Business District Plan to the City..... \$6,000

Upon the completion of the Public Hearing \$3,900

Additional Business District Areas can be established at a negotiated reduced rate.

Payment of current charges and reimbursable expenses shall be made to the Consultant within 30 days of the receipt of the invoice concerning these items. Unpaid invoices shall accrue interest of 1.5% per month until paid.

Termination of Agreement

If for whatever reason the City determines that the work should be terminated, the City 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 facsimile.

The City 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 Consultant has designated as confidential in writing or ought to 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 City, or an authorized representative thereof, receives a FOIA request for documents containing Confidential Information, City shall notify Consultant of the request. Upon receipt of such notice by email or facsimile, Consultant shall notify City 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. City understands that any information or deliverables Consultant provides to City in connection with this agreement or the services provided hereunder is not, and should not be relied upon as, legal advice.

3. Delay. Consultant 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 Consultant.

4. Relationship. Consultant 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 telecopy or 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 Consultant and City 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 (e.g. facsimile, e-mail, etc.) 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 _____, 2019.

ATTEST:

City of Monticello

Mayor

ATTEST:

Moran Economic Development



Keith Moran
President