

RESOLUTION NUMBER 08-13

A RESOLUTION AUTHORIZING AND APPROVING THE CONTRACT BETWEEN DOUG BERGREN OF MAIN STREET CONSULTING AND THE VILLAGE OF EAST DUNDEE

WHEREAS, the Village of East Dundee is a home rule unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, has the authority to exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, it is deemed necessary and desirable for the Village of East Dundee to authorize and approve professional services with Doug Bergren of Main Street Consulting for professional services for economic development efforts from March 1st 2013 through February 28th, 2014.

NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

Section One. That the Village of East Dundee hereby approves and the President be and he is authorized and directed to sign and the Village Clerk is directed to attest to the Professional Services proposal with Doug Bergren of Main Street Consulting for professional services for economic development efforts, from March 1st 2013 through February 28th, 2014, a copy of which agreement is attached hereto and made a part hereof. The amount of the services the firm was to spend not less than 20 hours per week on economic development efforts for East Dundee, for which a fee of Four Thousand Dollars per month (\$4,000.00), for a total annual payment of \$48,000.00, would be paid plus reimbursable expenses.

Section Two. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section Three. Repeal. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such

section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section Four. Publication. This resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

Adopted this 18 day of February, 2013, pursuant to a roll call vote as follows:

AYES:

Trustees Lynam, Skellicorn, Miller, VanOstenbodge and President Bartels

NAYES:

ABSENT:

Trustees Ruffalo and Gorman

Approved by me this 18 day of February, 2013.

Jerald Bartels
JERALD BARTELS, President

Published in pamphlet form this 21~~st~~ day of February, 2013, under the authority of the President and Board of Trustees.

ATTEST:

Heather Maieritsch
HEATHER MAIERITSCH, Village Clerk

Recorded in the Village Records on February 21, 2013.

Main Street Development Consulting

202 N. Main

Mt. Carroll, IL 61053

815-541-4379

email: doug_bergren@yahoo.com

February 4, 2013

To: President Jerry Bartels and
East Dundee Village Board

Mr. Robert Skurla
Village Administrator
East Dundee, IL 60118

From: Doug Bergren
Economic Development Consultant
East Dundee, IL

Reference: Renewal of contract for 2013

Dear President Bartels, Mr. Skurla, and Village Board of Trustees:

As you can see by the report of last year's activities, many things have been accomplished, and many more are still in progress. The attached list of projects has begun or will soon begin, and I would like to a part of their completion. Although all of them are very important, the most challenging will be the

- IAA project,
- Recycle Campus,
- Downtown Redevelopment, and for the coming year, I would like to
- visit each business and answer any questions regarding Village projects or objectives.

Please keep in mind that there are no "add on" costs to the Village in fringe benefits, withholding taxes or employer's contribution for retirement funding, etc. I consider it a privilege and honor to work for the Village of East Dundee, and would like to continue to serve the Village as your Economic Development Consultant.

Sincerely,

Doug Bergren

Main Street Development Consulting

202 N. Main

Mt. Carroll, IL 61053

815.541.4379

Email: doug_bergren@yahoo.com

CONSULTING AGREEMENT

THIS AGREEMENT entered into between the Village of East Dundee, Illinois, herein referred to as "Village." and Doug Bergren of Main Street Development Consulting, herein referred to "MSDC."

RECITALS

A. Village desires to engage MSDC to implement the Village's economic development goals, including, but not limited to:

- o Job growth and retention
- o Expansion and diversification of tax base
- o Façade Grant Program
- o Improvement of the quality of life

B. MSDC shall provide oversight and supervision of the services to be provided under this Agreement.

C. MSDC will provide oral reports of progress of new developments or potential developments at Village Board meetings.

D. MSDC shall provide, on average for any four week period, not less than twenty (20) hours of service per week to the Village of East Dundee.

AGREEMENT

NOW, THEREFORE, based upon the terms and conditions herein set forth, the parties agree as follows:

1. The Recitals as hereinabove set forth are a part of this Agreement and enforceable as such.
2. The scope of the work to be provided by MSDC shall be as follows:
 - o In cooperation with the Village, develop a diversified approach to identifying, contacting and recruiting potential retailers and developers to East Dundee. This would include continuous creation and refinement of lists of potential/preferred users and developers,

contacting same through telephone, on-site visits, mail, email, or other means; preparation of reports as to reasons potential retailers/developers may not want to locate to East Dundee; and preparation of recommendations as to initiatives that would address the reasons and concerns as indicated by said potential/preferred retailers/developers.

- Work with other units of local government in pursuing regional economic development goals and objectives
- Respond to business location and expansion inquiries and act as liaison between potential business developers and various public and private entities involved in the business development process.
- Provide information on utilities, taxes, zoning, transportation, community services, financing tools, and any other information relevant to parties interested in economic development.
- Provide updated information for the maintenance of an economic development website and data base.
- Establish and maintain a collaborative working relationship with State, regional, and local economic development organizations.
- Make representations to boards, committees and civic groups.
- Ensure potential development activities are appropriately entered into and tracked within the Village's internal systems and processes. Ensure development topics are placed on the appropriate agendas, that explanatory materials are developed and provided for meetings and an appropriate and effective presentation of such materials is made.
- Submit monthly activity sheets and prepare annual reports regarding economic development activities and accomplishments.

3. Village shall provide:

- All base data and graphics developed to date in electronic and "hard" form.
- Access to other professional staff and contractors working for the Village.
- Letters/emails of introduction to all current businesses, property owners and potential developers of the Village.

- Address and phone/email connection with the Village's offices.
- Listing of all past and current business leads and developers.
- Weekly meetings with the Village Administrator and related Village staff/contractors.

4. Village shall pay MSDC the sum of \$4000 per month for work performed by MSDC during the term of this Agreement. The total fees charged to the Village during the term of this Agreement shall not exceed the sum of \$48,000 in a twelve (12) month period unless agreed to in writing by both parties. Payments shall be made bimonthly upon receipt of activity sheets for the period being billed.

5. Village shall provide MSDC office space for meetings in the Village of East Dundee. Village shall also provide access to fax, copying services, and the internet at said office.

6. Village shall reimburse MSDC for extraordinary expenditures during the term of this Agreement including travel and lodging for work performed outside of the Village if these expenses have been pre-approved by the Village in writing.

7. This Agreement shall commence March 1st, 2013, and terminate Feb. 28, 2014. Village may terminate this Agreement upon giving MSDC ten days written notice by Certified Mail, Return Receipt Requested. In the event of such termination, Village shall pay MSDC for all services performed prior to date of termination, plus reasonable termination costs to organize MSDC's files and any reasonable expenses incurred by MSDC to coordinate efforts with another party.

8. All services performed by MSDC under the terms of this Agreement shall be as an independent contractor, MSDC or any of its representatives are not to be considered employees of the Village for any purpose.

9. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof. No modification of this Agreement shall be binding except in writing and signed by a duly-authorized representative of both parties to this Agreement.

10. This Agreement shall not be assigned by either parties without the prior written consent of the other party, which consent may be withheld in the parties' sole discretion.

11. This Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this agreement.

Date: 2/19/13

Village of East Dundee Robert J. Skurda

Date: 2/19/13

MSDC Douglas P. Bergren