

RESOLUTION NO. 73-22

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES PROPOSAL
SUBMITTED BY THE DEVELOPMENT CONSORTIUM PERTAINING TO THE
ILLINOIS RISE GRANT APPLICATION**

WHEREAS, the Village of Chatham ("Village") is an Illinois Municipal Corporation existing and operating under the Illinois Municipal Code and the laws of the State of Illinois; and

WHEREAS, the Village has the opportunity to apply for the Illinois RISE Grant, which, if awarded, will be used to provide funding for development and preparation of an Economic Development Plan; and

WHEREAS, The Development Consortium presented a Professional Services Proposal to the Village to assist the Village with preparation of the application for the RISE Grant at a cost for The Development Consortium's fees not to exceed \$62,000.00 and expenses not to exceed \$13,000.00 as attached hereto as **Exhibit A**; and,

WHEREAS, the Board of Trustees of the Village believe it is in the best interest of the Village engage The Development Consortium to assist with the RISE Grant as outlined in the Professional Services Proposal.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Chatham, Sangamon County, Illinois, as follows:

Section 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

Section 2. Acceptance of Proposal. The Village hereby approves the Professional Services Proposal from The Development Consortium as attached hereto as **Exhibit A**. The Village authorizes the Village Manager and/or Village President, or designee of either, to execute any documents necessary to complete the transaction contemplated herein.

Section 3. Severability. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this Resolution and the application thereof to the greatest extent permitted by law.

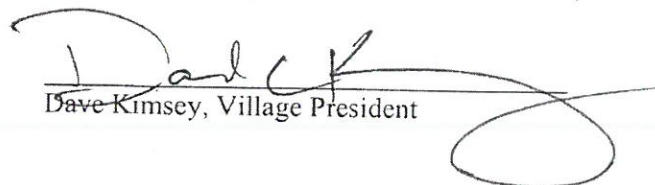
Section 4. Repeal and Savings Clause. All resolutions or parts of resolutions in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Chatham prior to the effective date of this Resolution.

Section 5. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

SO RESOLVED this 27 day of December, 2022 at the Village of Chatham, Sangamon County, Illinois.

	AYE	NAY	ABSTAIN	ABSENT
KRISTEN CHIARO	✓			
MEREDITH FERGUSON				✓
JOHN FLETCHER	✓			
BRETT GERGER	✓			
TIM NICE	✓			
CARL TRY	✓			
DAVE KIMSEY				
TOTAL	5	0	0	1

APPROVED by the President of the Village of Chatham, Illinois this 27 day of December, 2022.


 Dave Kimsey, Village President

Attest:



Dan Holden, Village Clerk

EXHIBIT A
PROFESSIONAL SERVICES PROPOSAL

PROFESSIONAL SERVICES AGREEMENT



www.tdcconsult.com

888-586-3555

CLIENT: Village of Chatham

Project Name: RISE Grant: Economic Development Plan

Primary Contact: Mayor Dave Kimsey

Client Address: Village of Chatham
116 East Mulberry
Chatham, IL 62629

T) 217.483.2451
C)
F) 217.283.3574
E) dkimsey@chathamil.gov

The CLIENT hereby requests and authorizes The Development Consortium, Inc. (TDC) to perform the following services:

As outlined below, TDC will provide consultant services to assist with development and preparation of an Economic Development Plan reflecting the priorities outlined in the recently approved State of Illinois RISE Grant Application for the Village of Chatham, Illinois. General tasks are outlined in Addendum "A" below.

COMPENSATION to be based on the following schedule:

The Village of Chatham (Village) agrees to pay TDC a flat rate for services of \$250 per hour for each member of the TDC team involved in the plan development process, not to exceed the projected cap in the grant application of \$62,000 (248 hours) for activities as outlined in "Addendum A" below plus expenses. These activities will be billed on a monthly basis. Expenses will also be billed at cost on a monthly basis. As outlined in the RISE Grant Application, total expenses are anticipated to be no more than \$13,000. \$1,500 is allocated for the printing and electronic delivery of the final plan document. Travel expenses for TDC will be limited to 10% of the grant total or \$7,500. This includes expenses for travel mileage at the recognized federal reimbursement rate at the time of

travel, and food and lodging for TDC staff. The balance of the expense funds will be allocated towards economic impact modeling as deemed necessary and appropriate by TDC and the Village TDC will forward electronic invoices to the Village on or just prior to the first of each month. Payment terms are net 30 days.

ADDENDUM "A"

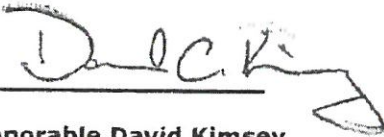
Working with the Mayor and Village staff, individuals involved in the planning, oversight and implementation of community and economic development initiatives, as well as third party entities deemed important to the process by the stakeholders, TDC will coordinate the creation of a development plan for the Village to guide future development strategies and enhance future state and federal funding opportunities. Review of past planning documents and integration of key elements of these plans may also be utilized in the final product.

- By December 31, 2022, a contract will be executed between the Village and TDC.
- Within 30 days of contract execution, TDC will meet with Village officials to finalize the local and regional outreach strategy.
- Within 90 days of contract execution, public input session and meetings with critical partners and community leaders will be completed.
- Within 120 days of contract execution, draft development strategies will be presented to the Village for review, discussion, and revision (where deemed appropriate and necessary).
- On a parallel track, supporting data development, prioritization of activities and outreach and implementation strategies will be developed to ensure alignment with countywide, regional, and state of Illinois development strategies as outlined in the State of Illinois strategy document: "A Plan to Revitalize the Illinois Economy and Build the Workforce of the Future".
- Within 180 days of contract execution, a DRAFT of the Final Planning Document will be presented to the Village for review and approval.
- Within two weeks of receiving comments on the draft document from the mayor and City staff, the FINAL document will be delivered to the Village.

Both parties to this agreement recognize and concur that modifications to the activities outlined above as well as other parts of this agreement may be modified at a later date should changes be necessary to meet grant guidelines and deliverables as identified in the final grant agreement between the Village of Chatham and the Illinois Department of Commerce and Economic Opportunity (DCEO).

The timely payment of the balance due to TDC under this Professional Services Agreement is the sole responsibility of the Village of Chatham.

ACCEPTED for the Village of Chatham

Signature: 

Name: Honorable David Kimsey

Title: Mayor

Date: 1-3-2023

ACCEPTED for the Development Consortium, Inc.

Signature: 

Name: J. Craig Coil

Title: Principal and COO

Date: 1-9-23

PROVISIONS

1. **AUTHORIZATION TO PROCEED.** Signing this Agreement shall be construed as authorization by CLIENT for The Development Consortium (TDC) to proceed with the Services, unless otherwise provided for in this Agreement.
2. **LABOR COSTS.** In the event TDC's compensation is calculated by reference to TDC's Labor Costs, Labor Costs shall be the amount calculated by the number of hours actually worked by each of TDC's employees on CLIENT's Project, multiplied by an amount charged for each such employee's work, which is calculated by dividing each such employee's annualized, non-overtime compensation (whether salary or paid to such employee at an hourly rate, as the case may be) by 2,080 hours per year.
3. **DIRECT EXPENSES.** TDC's Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at TDC's current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing, and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by TDC.
4. **OUTSIDE SERVICES.** When technical or professional services are furnished by an outside source, when approved by the CLIENT, an additional amount may be added to the cost of these services for TDC's administrative costs.
5. **ADDITIONAL SERVICES.** Services in addition to those specified in Scope of Services will be provided by TDC if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and TDC. In the absence of an express agreement about compensation, TDC shall be entitled to an equitable adjustment to its compensation for performing such additional services.
6. **LIMITATION OF LIABILITY.** TDC's liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this Agreement.
7. **DISPUTE RESOLUTION.** All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief.
8. **ASSIGNMENT TO RELATED ENTITY.** Notwithstanding anything in this Agreement to the contrary, in the event TDC is not qualified and licensed in the relevant jurisdiction to provide any Services required hereunder, TDC may, without the consent of any other party, assign all or any part of its obligation to provide such Services to an entity related to TDC which is qualified and licensed to provide such Services in the jurisdiction involved and which is contractually bound to TDC to provide such Services.
9. **PAYMENT TO TDC / INTEREST ON PAST-DUE AMOUNTS.** Monthly invoices will be issued by TDC for all Services performed under the terms of this Agreement. Invoices are due and payable net 15 days unless specifically extended by TDC in writing. CLIENT agrees to pay interest at the rate of 1½% per month on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to TDC, and if such interest exceeds the principal balance of CLIENT's indebtedness to TDC, will be returned to CLIENT. It is the intent of TDC and CLIENT to abide by all applicable laws regulating the maximum amount of interest that may be charged. CLIENT shall also be responsible for all costs associated with collecting any past-due amounts. To the greatest extent allowed by applicable law, CLIENT and TDC agree that in the event CLIENT and TDC enter into any compromise or settlement calling for the payment of past due principal and accrued and unpaid interest on any past-due invoice, TDC may charge and CLIENT agrees to pay interest on such combined past due principal and accrued and unpaid interest amount (the "New Principal Balance") at the rate of 1½% per month or at the highest rate allowed by law, subject, as provided herein, to TDC's agreement to credit excess interest or return same to CLIENT after the New Principal Balance is paid. All payment obligations are performable in Menard County, Illinois, and CLIENT agrees to submit to the jurisdiction of the courts of the State of Illinois in Menard County, Illinois, for enforcement of all obligations created by this Agreement.
10. **TDC'S RIGHT TO SUSPEND SERVICES.** If CLIENT fails to pay any amount due TDC under this Agreement, TDC may, in addition to any other rights afforded under this Agreement or at law, suspend Services. Prior to suspending Services, TDC will provide CLIENT with written notice that TDC will suspend Services unless said failure to pay is cured within 7 days from CLIENT'S receipt of TDC's notice. If CLIENT does not cure the problem within such 7-day period, TDC may suspend Services under this Agreement. In the event of a suspension of Services, (a) TDC shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of Services, (b) any periods for completion of work shall automatically be extended by the period of such suspension, and (c) before resuming Services, TDC shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Services. TDC's compensation for the remaining Services and the time schedules shall be equitably adjusted. If the Project is suspended for more than 30 consecutive days, (d) TDC shall be compensated for Services performed prior to notice of such suspension, (y) when the Project is resumed, TDC shall be compensated for expenses incurred as a result of the interruption and resumption of TDC's Services, and (e) TDC's compensation for the remaining Services and the time schedules shall be equitably adjusted. To the extent the CLIENT'S failure to pay is related to a dispute between the parties, the dispute will be resolved in accordance with Article 10.
11. **TERMINATION FOR NON-PAYMENT OF FEES.** TDC may terminate this Agreement by giving written notice if any TDC invoice remains unpaid for more than 30 days. TDC's right to terminate this Agreement shall not be waived by TDC's continued performance during any period of investigation by TDC to determine the reasons for CLIENT'S nonpayment.
12. **TERMINATION.** Either CLIENT or TDC may terminate this Agreement with or without cause by giving 5 days written notice to the other party. In such event the CLIENT shall forthwith pay TDC in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.
13. **LEGAL EXPENSES.** In the event legal action is brought by TDC to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, CLIENT shall pay TDC reasonable amounts for fees, costs and expenses as may be set by the court.
14. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.
15. **ELECTRONIC MEDIA.** (a) As a component of the services provided under this Agreement, TDC may deliver electronic copies of certain documents or data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of CLIENT. CLIENT and its consultants, contractors and
- 16.

subcontractors may only rely on the Hard Copies furnished by TDC to CLIENT. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls. (b) CLIENT acknowledges that Electronic Files can be altered or modified without TDC's authorization and become corrupted and that errors can occur in the transmission of such Electronic Files. CLIENT agrees that it will institute procedures to preserve the integrity of the Electronic Files received from TDC until acceptance. CLIENT further agrees that it will review the Electronic Files immediately upon receipt and conduct acceptance tests within thirty (30) days, after which period CLIENT shall be deemed to have accepted the Electronic Files as received. TDC will undertake commercially reasonable efforts to correct any errors in the Electronic Files detected within the 30-day acceptance period. TDC shall not be responsible for maintaining the Electronic Files after acceptance by the CLIENT. (c) TDC does not warrant or represent that the Electronic Files will be compatible with or useable or readable by systems used by CLIENT or its consultants, contractors, and subcontractors. TDC is not responsible for any problems in the interaction of the Electronic Files with other software used by CLIENT or its consultants, contractors, and subcontractors.

16. PROMOTION. CLIENT allows TDC to use its name and/or image in future promotional and advertising campaigns, web sites or related marketing initiatives

17. All correspondence should be addressed to The Development Consortium, Inc., Central Illinois Office, 19184 Pine Cone Ln., Petersburg, Illinois 62675. Telephone 888-586-3555.