

**RESOLUTION 11-48      Passed June 27, 2011**

**AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS, TO ENTER INTO AN AGREEMENT WITH DEKALB COUNTY ECONOMIC DEVELOPMENT CORPORATION FOR ECONOMIC DEVELOPMENT SERVICES FROM JULY 1, 2011 THROUGH JUNE 30, 2012.**

**BE IT RESOLVED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, as follows:

**Section 1.** That the Mayor of the City of DeKalb be authorized and directed to execute an Agreement with DeKalb County Economic Development Corporation in the amount of Forty Five Thousand Dollars (\$45,000.00) for economic development services from July 1, 2011 through June 30, 2012, a copy of which is attached hereto and made a part hereof as Exhibit "A".

**Section 2.** That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a regular meeting thereof held on the 27<sup>th</sup> day of June, 2011 and approved by me as Mayor on the same day. Adopted from the Consent Agenda by omnibus roll call vote: 7-0. Aye: Jacobson, Teresinski, Lash, Gallagher, Naylor, Baker, O' Leary. Nay: None.

**ATTEST:**

  
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**STEVE KAPITAN**, City Clerk



  
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**KRIS POVLSEN**, Mayor

**DEKALB COUNTY ECONOMIC DEVELOPMENT CORPORATION**  
**FY12 FUNDING AGREEMENT**

This Agreement made and entered into the 27<sup>th</sup> day of June, 2011, by and between the DeKalb County Economic Development Corporation, hereinafter referred to as "DCEDC" and the City of DeKalb, hereinafter referred to as "City" shall provide as follows:

- I. The DCEDC agrees to provide the following services to the City:
  - A. Maintain a professional economic development staff including a full-time professional director and follow the Activities Plan herewith attached as Exhibit "1".
  - B. Provide quarterly reports to the City Economic Development Commission and to the City Council on activities and programs during the term of this contract; supply written newsletters; and provide written prospect reports and descriptions. Provide presentations as necessary regarding development projects and prospects.
  - C. Perform research and maintain an information database, including sites and buildings information, demographics, population, labor supply, housing, utilities, taxes, incentives, etc. Maintain internet website where site selectors can access this information.
  - D. Respond promptly and follow-up on industrial leads and prospects; provide information and referrals for commercial, residential and other development inquiries; and such assistance on non-industrial prospects as deemed mutually necessary.
  - E. City Economic Development Commission volunteers and staff will be invited to participate in identifying target industries and in formulating the marketing methodology; with final decisions made by the DCEDC Executive Committee.
  - F. Provide advice, assistance and accompaniment to the City on important and sensitive business and industry retention matters. DCEDC staff shall make industry retention calls on industries of more than 50 employees, and selected small industries.

- G. Respond promptly and follow-up on industrial leads and prospects, and report to the City Manager or his designee on all such activities as they pertain to potential locations in the City or in unincorporated areas within 1½ miles of the City on a regular or as-needed basis. For those leads and prospects requesting confidentiality, DCEDC shall report to the City Manager or his designee the type of industry to be conducted by the prospect, their acreage or square footage requirements, expected number of employees, desired location, and other such information of a general nature as may be available.
- H. All commercial and residential prospects and inquiries that could be sited in the City of DeKalb or in unincorporated areas within 1½ miles of the City of DeKalb shall, upon intake, be advised and recommended to contact the City Manager or his designee. Any additional assistance or involvement of DCEDC shall be to the extent requested by the City.
- I. Refer all inquiries on City incentive programs, whether for industrial or commercial, to the City on an as-needed basis. Refer to the City all requests and inquiries of industries and businesses presently located in the City of DeKalb of their intentions to expand, to make public announcements, etc. Any additional assistance or involvement of DCEDC shall be to the extent requested by the City.

That in return for such services and payment provided for in Section II, DCEDC agrees to provide services in Section I for the period of July 1, 2011 through June 30, 2012.

- II. That in return for the services specified in Section I, above, and upon a report and recommendation by the City Manager, and the Chairperson of the City Economic Development Commission that the City has received satisfactory service from the DCEDC, the City hereby agrees to pay to the DCEDC the sum of Forty Five Thousand Dollars (\$45,000.00), payable in bi-annual installments in July and December of the term of this agreement.
- III. In addition, the City agrees to maintain the following responsibilities and services:
  - A. Maintain an updated Community Profile, especially municipal utility rates and information regarding government services and quality of life matters.
  - B. Refer industrial prospects to DCEDC, or provide timely reports to

- IV. That the DCEDC hereby indemnifies and holds the City harmless for any and all debts incurred by the DCEDC or for any of the acts of omission or commission by the DCEDC, any of its officers, any of its board members or any other members of DCEDC.
- V. That this Agreement shall be for the term of one year commencing July 1, 2011 and concluding June 30, 2012.
- VI. That this Agreement may not be altered or amended without prior written consent of both parties hereto.
- VII. Notwithstanding that as described in Section I, Paragraph G, no breach of this Agreement shall occur in the event that the inquiring party shall request confidentiality. The parties to this Agreement shall advise and recommend contact with City/DCEDC officials, as the case may be.

In witness thereof, the parties have hereto set their handseals as of the day and year written above.



Don Bricker  
 President  
 DeKalb County Economic Development Corp.



Kris Povlsen  
 Mayor



Greg Millburg  
 Secretary/Treasurer  
 DeKalb County Economic Development Corp.



Steve Kapitan  
 City Clerk

