



Community and Economic Development Resolution

To: Mayor and Board of Trustees

From: Amanda Orenchuk

For Village Board Meeting of: February 26, 2018

Subject: Urban Land Institute - Technical Assistance Program Agreement

Financial Impact:
N/A

Attachments:

1. EXHIBIT A - ULI Mundelein TAP Agreement (PDF)

Motion

Motion to adopt a Resolution Approving and Authorizing Execution of a Technical Assistance Program Agreement with Urban Land Institute for Redevelopment Strategies for the Southside Commercial Corridor, subject to legal review.

Comments

In fall of 2017, the Village Board authorized Staff to submit an application for the Urban Land Institute's Technical Assistance Panel (ULI-TAP) for review of the Townline Road Corridor. The study engages a variety of professionals that may include brokers, developers, engineers, traffic experts, economists, etc., that objectively evaluate the corridor and provide recommendations on land use and redevelopment.

The Village's application was successful, and Mundelein's Townline Corridor will be the subject of a ULI-TAP review on April 3-4, 2017. Staff is seeking the Village Board's authorization to execute a formal agreement with the Urban Land Institute that formalizes cost, responsibilities, deliverables, etc. Please note that this agreement is still under legal review and is subject to minor changes. Staff has additionally requested that the

ULI add a section providing more detail on deliverables which will be reflected in the final executed agreement. Deliverables may include items such as:

1. Orchestration of Panel Communications and Agenda
2. Tour
3. Open House and Materials
4. Panel Conclusion Presentation
5. Panel Report

RESOLUTION NO. (ID # 2914)**URBAN LAND INSTITUTE - TECHNICAL ASSISTANCE PROGRAM AGREEMENT****RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A TECHNICAL ASSISTANCE PROGRAM AGREEMENT WITH URBAN LAND INSTITUTE FOR REDEVELOPMENT STRATEGIES FOR THE SOUTHSIDE COMMERCIAL CORRIDOR**

WHEREAS, it is the intent of the Village of Mundelein (hereinafter "Village") to enter into a Technical Assistance Program Agreement with the ULI - Urban Land Institute on behalf of the Urban Land Institute Chicago (hereinafter "ULI") for services relating to a Report for Redevelopment Strategies for the Southside Commercial Area (hereinafter "TAP"), a copy of said agreement which is attached hereto as **EXHIBIT A**; and

WHEREAS, ULI is a professional organization comprised of professionals in a variety of land use development and economic related fields and is qualified to study and make recommendations on said topics; and

WHEREAS, the Village of Mundelein submitted a proposal for consideration to study the Southside Commercial Corridor for future redevelopment opportunities by the ULI TAP; and

WHEREAS, the ULI notified the Village of Mundelein that the study was accepted for a TAP; and

WHEREAS, the Authority has the power to make and execute all contracts and other instruments necessary or convenient to the exercise of its powers; and

WHEREAS, engaging in the proposed study requires financial commitment by the Village in the not-to-exceed amount of twenty thousand dollars (\$20,000.00), which part is to be paid upon execution

of the Agreement and part upon receipt of the final report; and

WHEREAS, the Village Board of Trustees has determined that it is in the best interest of the Village and for the existing and future of the Southside Commercial Corridor of the Village to enter into an Agreement for the TAP to study the corridor.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, LAKE COUNTY, ILLINOIS that:

SECTION 1: The preambles of this Resolution are hereby incorporated into this text as if set out herein in full.

SECTION 2: That the Mayor is authorized to execute the Technical Assistance Program Agreement for creation of a Report on the Redevelopment Strategies for the Southside Commercial Corridor.

SECTION 3: That the Village Administrator and designee, the Director of Community Development, is authorized to furnish such additional information, assurances, certifications and amendments as the ULI may require in connection with this Technical Assistance Program Agreement application.

SECTION 4: Notwithstanding anything to the contrary contained herein, the authority granted to the Village Administrator and designee, the Director of Community Development, shall not exceed a total obligation on the part of the Village in the amount of \$20,000.00, without the further approval of the Village Board of Trustees.

PASSED this 26th day of February 2018 by a roll call vote.

President

PASSED: February 26, 2018

APPROVED: February 26, 2018

ATTEST: _____

Village Clerk



TAP AGREEMENT

This Technical Assistance Program Agreement (“Agreement”) is entered into effective the 21st day of February 2018 between ULI – The Urban Land Institute on behalf of the Urban Land Institute Chicago (hereinafter “ULI”) and the Village of Mundelein (“Agency”). The foregoing entities are collectively referred to herein as the “Parties.”

SERVICES; SCHEDULE OF PERFORMANCE: The Services to be provided involve a technical assistance panel (“TAP”) to be held on April 3-4, 2018 and entitled Redevelopment Strategies for the Southside Commercial Area. The TAP program and the schedule of services to be provided by ULI are more particularly described in the Scope of Services attached hereto as Exhibit A: Scope of Work and incorporated herein by reference. Unless otherwise specified in Exhibit A, services on the TAP shall begin immediately and shall be completed on or about September 2018, unless extended by the parties in writing. Both parties will be subject to the TAP Responsibilities attached as Exhibit B and also agree to the Proposed Agenda attached as Exhibit C to this Agreement.

STANDARD OF CARE: ULI shall perform all services under this Agreement in a skillful and competent manner, consistent with all applicable laws and with the educational mission of ULI. ULI warrants that all TAP work product will not infringe upon the intellectual property rights of any third party. Except as stated above, ULI makes no express or implied warranties regarding the work product to be provided hereunder, and all work product is provided “AS IS.”

COMPENSATION: Compensation for the above TAP services shall be \$20,000, payable in accordance with the following payment schedule: 50% (\$10,000) upon return of the signed contract; 50% (\$10,000) upon completion of the report. The Village can also pay the entire fee upon signing of the contract. Payment of other out-of-pocket expenses are included in the above compensation.

USE/OWNERSHIP OF WORK PRODUCT: Any work product arising from the TAP shall be considered a “work made for hire” and shall belong to the Agency, and any ULI recommendations arising out of the TAP may or may not be implemented by the Agency in its discretion. Notwithstanding the foregoing, it is further understood that ULI shall have a non-transferable royalty-free perpetual license to make such non-commercial use of the TAP work product as it may deem desirable, and the Agency hereby specifically agrees that ULI may publish and disseminate any TAP report or any part thereof in conjunction with its programs.

TERMINATION: This Agreement may be terminated in the event of a material breach by a party, which breach is not cured within fifteen (15) days after written notice thereof from the non-breaching party. If this Agreement is terminated for any reason prior to completion of the TAP project, ULI shall be entitled to be paid in full for those services adequately completed prior to the notification of termination.

FORCE MAJEURE: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration. In the event of such cancellation, ULI shall be paid the reasonable value of the services completed through the date of termination.

NOTICES: Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

CONFIDENTIAL INFORMATION: Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Each Party shall presume all information received from the other Party or to which it gains access pursuant to this contract is confidential. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this Agreement or thereafter. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

INDEPENDENT CONTRACTOR: ULI shall act as an independent contractor and not an agent, partner, employee, or joint venturer with the Agency. All payments by the Agency shall be made on that basis and shall be without the withholding of any taxes.

INDEMNIFICATION: To the fullest extent permitted by law, ULI shall defend, indemnify and hold the Agency, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising from the gross negligence or willful misconduct on the part of ULI, officers, directors, employees, subcontractors, or agents in connection with the performance of this Agreement. Notwithstanding the foregoing, ULI's aggregate liability for damages of any nature shall be limited to the amount of the fee under this Agreement. In no event will ULI be responsible for incidental or consequential damages arising out of the services it provides under this Agreement.

GOVERNING LAW; VENUE; ATTORNEY'S FEES: This Agreement shall be interpreted in accordance with the laws of the District of Columbia, without regard to its conflict of laws principles. Any action brought to interpret or enforce any term of this Agreement shall be brought in a court of competent jurisdiction in the District of Columbia. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover all reasonable fees and costs incurred, including reasonable attorney's fees, as determined by the court.

ASSIGNMENT; AMENDMENT: Neither party may assign transfer this Agreement or any rights hereunder without the written consent of the other party. This Agreement may not be modified or altered except in writing signed by both parties hereto. Except to the extent expressly provided for in the termination paragraph above, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

ENTIRE AGREEMENT; CONSTRUCTION & CAPTIONS: This Agreement represents the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

NO WAIVER: None of the terms or provisions of this Agreement shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

SEVERABILITY: In the event that a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.

EXHIBITS: The exhibits to this Agreement are incorporated by reference herein, and the Parties agree to comply with all of the terms and conditions set forth in such exhibits. To the extent that there is a conflict between an exhibit and this Agreement, the terms of this Agreement shall control.

COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will constitute one and the same instrument and will be effective as of the Effective Date.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties by their authorized representatives have executed this Agreement effective as of the date first set forth above.

Mike Terseck, Chief Financial Officer
ULI - The Urban Land Institute

Date

Mary K. Ludgin, Chair
ULI Chicago

Date

Mayor Steve Lentz
Village of Mundelein, IL

Date

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1700 W. Irving Park Road, Suite 208
Chicago, IL 60613, 773.549.4972
<https://chicago.uli.org>

Village of Mundelein
300 Plaza Circle
Mundelein, Illinois 60060, 847.949.3200
<https://www.mundelein.org>



EXHIBIT A

SCOPE OF WORK

ULI Chicago will conduct a Technical Assistance Panel (TAP) to prepare redevelopment strategies for select priority sites within the southside commercial area in the Village of Mundelein. The TAP will seek to answer the following questions posed by the Village of Mundelein:

1. What are appropriate future land uses for the corridor, which has been split between large commercial uses and industrial/office uses?
2. What transportation enhancements may be necessary to enhance the appeal of the corridor?
3. What public improvements are advised to enhance the corridors appearance and development potential?
4. What are the development tools, if any, that should be implemented throughout the corridor?



EXHIBIT B

Sponsor Responsibilities

The following is a list of sponsor responsibilities in preparation for the panel. The sponsor will work in partnership with ULI Chicago to complete these activities.

- define scope of work; select questions for panel to address
- assist in choosing locations for the panel, community reception, and public presentation
- assist in choosing panel date
- draft and confirm contact list of community leaders, local stakeholders and relevant experts to interview
- assist in gathering briefing book materials and producing study area maps
- review proposed panelists/chair for potential conflict
- assist in implementing communications plan
- brief the panel on the first day of the TAP
- conduct tour, with appropriate transportation, of study area with hand-held map of area for each participant
- host an evening community reception on the first day of the panel, providing an additional opportunity for the panel to solicit input from the community, elected/appointed officials, local organizations and interviewees
- attend closed presentation at end of second day of panel
- review and comment on draft panel report
- attend public presentation 2-3 weeks following the two-day panel
- complete 1, 6, and 12-month check-ins with ULI Chicago panel representative



EXHIBIT C

PROPOSED AGENDA

This is a typical agenda for a two-day panel, and may be adjusted or revised to suit the scope of work in Mundelein.

Day 1

7:30 a.m. to 8:30 a.m. Panel Convenes (closed session)

Panel Chair convenes the Technical Assistance Panel, reviews the scope of work and two-day agenda.

8:30 a.m. to 11:00 a.m. Briefing and Study Area Tour

A briefing by the sponsor and a tour of the study area. The purpose of the briefing is NOT to repeat the information in the briefing book developed by the sponsor, but to augment it and provide an opportunity for the panelists to ask clarifying questions.

11:00 a.m. to 12:30 p.m. Confidential Interviews (closed session)

Interviews with community leaders, local stakeholders and relevant experts to collect input on the study area and scope of work. This process will allow the panel to consider a diversity of opinions in crafting their recommendations.

12:30 p.m. to 1:30 p.m. Panel Working Lunch

1:30 p.m. to 5:30 p.m. Working Session (closed session)

The panel shares feedback from interviews and begins outlining key issues.

5:30 p.m. to 6:30 p.m. Community Reception

Opportunity for the panel to solicit additional input from the community, elected/appointed officials, local organizations and interviewees.

Day 2

8:00 a.m. to 12:00 p.m. Working Session (closed session)

12:00 p.m. to 1:00 p.m. Working Lunch (closed session)

1:00 p.m. to 5:00 p.m. Working Session (closed session)

5:00 p.m. to 6:00 p.m. Private Recommendations Presentation to the Sponsor by the Panel

Sponsor attends private presentation of the panel recommendations and has an opportunity to ask questions prior to the public presentation in the following weeks.