

Northwest Illinois Capital Improvement Planning Program Memorandum of Understanding

WHEREAS, Blackhawk Hills Regional Council (“BHRC”) received funding through the Illinois Department of Commerce and Economic Opportunity (“DCEO”)’s Research in Illinois to Spur Economic Recovery program to assist up to six (6) municipalities in Carroll, Jo Daviess, Lee, Ogle, Stephenson, and Whiteside counties with creating a Capital Improvement Plan (CIP);

WHEREAS, BHRC published a call for applications for its Northwest Illinois Capital Improvement Planning (NICIP) Program;

WHEREAS, the Village/City of [Village/City name] (“[Village/City name]”) is one of the selected municipalities for the NICIP project; and

WHEREAS, BHRC and [Village/City name] desire to enter into a Memorandum of Understanding (MOU) establishing roles and responsibilities.

Description of Lead Agency and Partners

- BHRC is a 501(c)(3) not-for-profit and Northwest Illinois’ regional planning organization, economic development district, and resource conservation and development district.
- [Village/City name] is an incorporated municipality located in [County], Illinois.

Roles and Responsibilities

THEREFORE, the parties agree as follows:

1. The period of performance for this agreement is from August 1, 2023, to December 31, 2024.
2. BHRC will pay for and provide [Village/City name] access to a one-year license of CIP software for the purpose of creating a CIP for [Village/City name].
3. [Village/City name] will designate an administrator (“CIP Administrator”) to create and maintain [Village/City name]’s CIP.
4. From August 1, 2023, to December 31, 2023, BHRC will remotely assist the CIP Administrator in the creation of a CIP and train the CIP Administrator in CIP design and maintenance. Three in-person meetings will also be scheduled at [Village/City name]’s offices and must be attended by the CIP Administrator:
 - a. Initial meeting to review process, timeline, and software
 - b. Check-in meeting discussing projects and additional software training
 - c. Final meeting and project wrap-up
5. BHRC will contract with an architectural/engineering (A/E) consultant from September 2023 to December 2023 to support accurate project costing and timing. The CIP Administrator will provide a comprehensive list of well-defined projects in the following categories to support the consultant’s work within one (1) month of MOU execution:
 - a. Finance and Administration
 - b. Transportation

- c. Water (including stormwater and wastewater)
- d. Public Safety
- e. Public Health
- f. Information Technology
- g. Parks and Recreation
- h. Natural Resources
- i. Utilities
- j. Other (such as projects that support economic and workforce development, quality of life/livability, equity, etc.)

Projects will address land, buildings, facilities, public works, equipment (including software) as well as the identification of other plans or initiatives needed to support the development or maintenance of capital improvements. Projects that address accessibility, ADA compliance, and [PROWAG guidelines](#) are especially encouraged as are project that ensure community resiliency.

6. [Village/City name] will supply any information requested by BHRC for programmatic and financial reporting to DCEO. [Village/City name] will respond to requests for information by BHRC in writing to info@blackhawkhills.com by no later than three (3) business days.
7. [Village/City name] staff will assist the CIP Administrator in the creation and maintenance of the CIP. Department heads, chief elected officials, [village/city] personnel, and consultants that are responsible for the municipality's infrastructure will respond to the CIP Administrator's requests for information in a timely manner.
8. The CIP will correspond with the municipality's fiscal year.
9. After the CIP is completed, [Village/City name]'s board will pass a resolution to adopt it. The resolution should also require the CIP Administrator and [Village/City name] to update the CIP annually, with the board approving each new addition.
10. The CIP Administrator and [Village/City name] will maintain the CIP for a minimum of three (3) years. Annual updates will be adopted and emailed to BHRC each calendar year.
11. [Village/City name] is not required to renew its one-year license purchased by BHRC, but the CIP must still be formally maintained and readily available (e.g., through systems like another CIP software, digital spreadsheet, etc.).
12. [Village/City name] will make its CIP and CIP updates accessible to the public and notify the public of their availability. This includes posting an electronic copy on the municipality's website (if available) and having printed copies in a publicly accessible location (e.g., local public library).
13. [Village/City name] will provide BHRC a copy of its CIP and annual CIP updates for a period of three (3) years after adoption, emailing a copy to info@blackhawkhills.com by the end of its fiscal year.
14. Should [Village/City name]'s CIP Administrator leave their position, [Village/City name] will appoint a new administrator in a timely manner to ensure annual updates are completed. The new administrator will be trained on CIP maintenance by [Village/City name] staff.

15. This memorandum may be terminated, in whole or in part, by BHRC due to State of Illinois non-payment or other circumstance beyond BHRC's control.

We, the undersigned, have read and agree with this MOU and confirm that the signatory has authority to execute this agreement or will obtain such authority within thirty days of the signature date.

Signature

Signature

Name

Name

Title

Title

Organization/Municipality

Organization/Municipality

Date

Date