
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: MATT ANASTASIA, FINANCE DIRECTOR
SUBJECT: RESOLUTION: AUTHORIZING AN AGREEMENT WITH MORAN
ECONOMIC DEVELOPMENT FOR BUSINESS DISTRICT SERVICES
AGENDA: MAY 17, 2022 REGULAR BOARD MEETING
DATE: MAY 13, 2022

ISSUE

Shall the Board approve a resolution for an agreement for Professional & Consulting Services for the Village of Sugar Grove with Moran Economic Development to create a Business District.

DISCUSSION

The Village is working with the College Corners owners on the former bank property on Heartland Dr. near the BP Gas Station – 799 N. Heartland Dr. The College Corners Owners also own the vacant lot next to the BP Gas Station at 51 Waubensee Dr. They plan to turn the vacant bank building into a restaurant space, with a potential future restaurant use on the vacant lot and are requesting a Business District be established on the two (2) properties. Establishing a Business District will allow the Village to impose up to a 1% additional Business District tax on the properties which would be forwarded to College Corners as an incentive to offset the costs of developing the properties as part of a Business District Sales Tax Agreement.

A Business District Sales Tax Agreement will require Board approval. The Village has used Moran Economic Development in the past for TIF projects, but Business Districts are also within their scope of work.

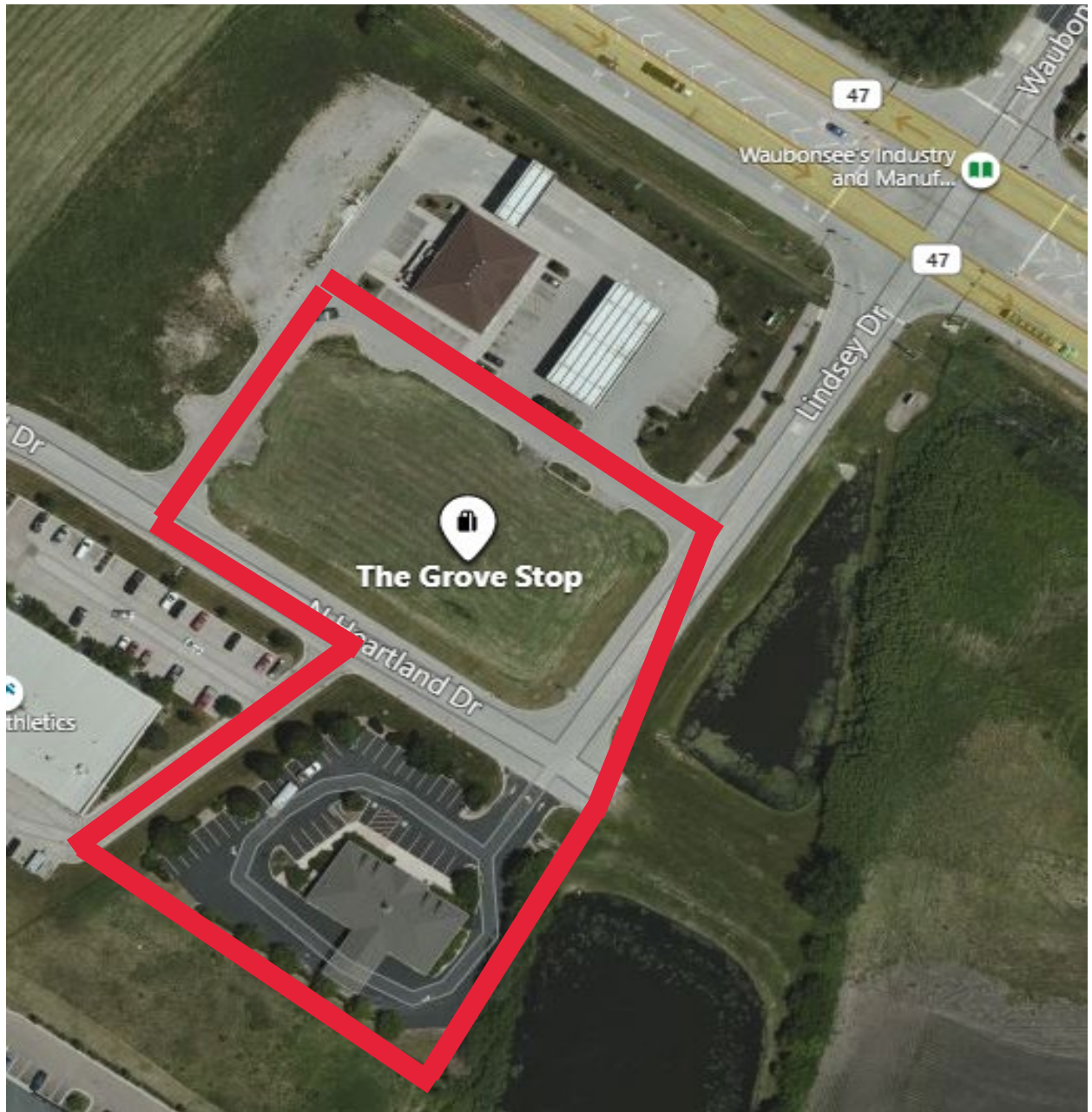
Attachment A: Aerial Map

COST

Approval will result in a maximum cost of \$16,900 for the entire project from the eligibility study to the creation of the Business District. The College Corners owners will be funding the project so the Village will not be responsible for any costs.

RECOMMENDATION

That the Village Board adopt Resolution No. 20220517A, approving an agreement with Moran Economic Development to provide Professional & Consulting services for the Village of Sugar Grove to create a Business District.





**VILLAGE OF SUGAR GROVE
KANE COUNTY, ILLINOIS**

Resolution No. 20220517A

**A Resolution Approving an Agreement with Moran Economic Development
For Business District Services
Village of Sugar Grove,
Kane County, Illinois**

Adopted by the
Board of Trustees and President
of the Village of Sugar Grove
this 17th day of May, 2022.

Published in Pamphlet Form
by authority of the Board of Trustees
of the Village of Sugar Grove, Kane County,
Illinois, this 17th day of May, 2022.

RESOLUTION 20220517A
A RESOLUTION APPROVING AN AGREEMENT WITH MORAN ECONMIC
DEVELOPMENT FOR VILLAGE OF SUGAR GROVE, KANE COUNTY,
ILLINOIS

BE IT RESOLVED, by the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois as follows:

WHEREAS, a contract resolution agreement with Moran Economic Development for Business District Services; and

WHEREAS, the Village of Sugar Grove Board has determined that it is in the best interests of the Village to enter into this agreement.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Sugar Grove, as follows:

1. That Village President Jennifer Konen or her designee is hereby authorized to sign all agreement forms and documents.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this 17th day of May, 2022.

REPEALER: All resolutions or portions thereof in conflict with this resolution are hereby repealed.

SEVERABILITY: Should any provision of this resolution be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect the same as if the invalid provision had not been a part of this resolution.

EFFECTIVE DATE: This resolution shall be in full force and effect on and after its approval and passage.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois this 17th day of May, 2022.

Jennifer Konen
President of the Board of Trustees
of the Village of Sugar Grove, Kane County, Illinois

ATTEST: _____
Alison Murphy
Clerk, Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Heidi Lendi	_____	_____	_____	_____
Trustee Matthew Bonnie	_____	_____	_____	_____
Trustee Sean Herron	_____	_____	_____	_____
Trustee James F. White	_____	_____	_____	_____
Trustee Ryan Walter	_____	_____	_____	_____
Trustee Michael Schomas	_____	_____	_____	_____
Village President Jennifer Konen	_____	_____	_____	_____

**AGREEMENT FOR PROFESSIONAL & CONSULTING SERVICES BETWEEN
VILLAGE OF SUGAR GROVE, ILLINOIS
AND
MORAN ECONOMIC DEVELOPMENT, LLC**

THIS CONSULTING AGREEMENT (the "Agreement"), entered into this ____ day of _____, 2022 by and between the Village of Sugar Grove, Illinois (hereinafter referred to as the "Client") and Moran Economic Development, LLC (hereinafter referred to as the "Consultant").

WHEREAS, the Client has a need for services in regards to specialized economic development programs and tools such as TIF Districts, Business Districts, and Enterprise Zones, as well as consultation on general economic development and redevelopment within their community; and,

WHEREAS, the Client is of the opinion that the Consultant has the necessary qualifications, experience, and abilities to provide such services to the Client; and,

WHEREAS, the Consultant is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant agree as follows:

SCOPE OF SERVICES

Action 1 - Blighting Analysis

The Blighting Analysis would determine whether the properties proposed to be included in the Business District Area qualify as blighted per the Business District Development and Redevelopment Act of the Illinois Municipal Code, specifically in 65 ILCS 5/11-74.3 et seq. (the "Act"). This analysis would provide the Village with the information it needs to conclude whether or not the creation of the Business District is justified.

Determination of Blight

- The Consultant will use the definitions and guidelines as provided in the Act (as amended) in making a determination as to the eligibility of blight for the proposed Area.
- The Consultant will complete the fieldwork necessary in order to make a determination as to whether or not the proposed properties are blighted as outlined in the Act. In addition, the Consultant will review other Village and County plans and documents when necessary.
- The Consultant will create mapping necessary in illustrating the determination of blight for the Sugar Grove Business District. Mapping will include Existing Land Use, Blighting Factors and any other maps necessary to illustrate the blighting analysis.
- The Village of Sugar Grove will make available to the Consultant its legal counsel, engineer, Village staff and other professionals associated with the Village's work (including mapping, municipal legislation, etc.) for the purposes of completing the Blighting Analysis.

Presentation to the Village

- The Consultant will present its findings to the Village of Sugar Grove. This presentation will include an explanation as to whether or not, in the opinion of the Consultant, the proposed properties were found to be blighted, and the Consultant's account as to the manner in which the properties to be

included have been found to be blighted or not blighted.

- The Village will then determine whether to authorize the completion of the Business District Plan. If the Village decides to proceed, then, at the discretion of the Village, it will authorize Moran Economic Development to complete the “Business District Process”.

Action 2 - Business District Process

Should the Village make the determination to proceed; Moran Economic Development will prepare the Business District Plan to include the areas approved by the Village.

Creation of the Business District Plan

The Business District Plan will include the following items:

- Description of Business District Program as referenced by the Illinois Revised Statutes;
- Documentation necessary to demonstrate that property to be included in the Business District Plan meets the qualifying factors to be eligible for inclusion;
- Objectives of the Business District Plan;
- Land use for the properties to be included in the Business District Plan;
- Description of projects and activities proposed within the properties to be included in the Business District Plan, both public and private;
- Implementation strategy;
- Estimated costs of the projects and activities proposed;
- The source of funds and the type and term of any obligations to be issued;
- The rate of any tax to be imposed; and,
- Other items necessary to complete the Business District Plan pursuant to the Revised Statutes of the State of Illinois.

Presentation of the Business District Plan

Moran Economic Development will present the Business District Plan to the Village for its review and comment. Moran Economic Development will integrate the Village’s comments, if applicable, into the final Business District Plan document.

Public Hearing

As a part of the adoption schedule, Moran Economic Development will attend and conduct the required Public Hearing.

IDOR Submission & Review

Moran Economic Development will work with the Illinois Department of Revenue on the finalization of the establishment of the Business District Redevelopment Plan and Project, including completion of the Business District Address Verification process.

COMPENSATION

The total proposed fee for the above work will be **\$15,900**, plus actual reimbursable expenses not to exceed \$1,000. Reimbursable expenses shall consist of actual costs incurred by Moran Economic Development for printing, travel, photographic work, production, delivery charges, long distance telephone charges and any other similar expenses required to provide the above Scope of Services. Such expenses shall be billed to the Village at their direct and actual cost to Moran Economic Development.

Upon presentation of the Blighting Study & Plan to the Village \$11,000

Upon the completion of the Public Hearing..... \$4,900

Payment of current charges and reimbursable expenses shall be made to the Consultant within 30 days of the receipt of the invoice concerning these items. Unpaid invoices shall accrue interest of 1.5% per month until paid.

TERMINATION OF AGREEMENT

If for whatever reason the Village determines that the work should be terminated, the Village will inform Moran Economic Development in writing that it wishes to terminate this agreement. The date of termination shall occur upon receipt of the written notice of termination by Moran Economic Development via the U.S. Postal Service or facsimile.

The Village will pay Moran Economic Development an amount representing the work performed to the date of termination, plus any expenses which have been incurred by Moran Economic Development to that date.

1. Confidentiality; FOIA Requests. “Confidential Information” means any information which Consultant has designated as confidential in writing or ought to be considered confidential (however it is conveyed or on whatever media it is stored) including information that relates to a party’s trade secrets, commercial information, proprietary information, and, private personal information. In the event the Village, or an authorized representative thereof, receives a FOIA request for documents containing Confidential Information, Village shall notify Consultant of the request. Upon receipt of such notice by email or facsimile, Consultant shall notify Village within two business days whether, and if so why, it believes the requested documents are exempt from disclosure under the applicable FOIA law, or if any portion of the requested documents is exempt from disclosure (and therefore should be redacted) under the Illinois Freedom of Information Act or other applicable rules, laws or regulations.

2. Not Legal Advice. Village understands that any information or deliverables Consultant provides to Village in connection with this agreement or the services provided hereunder is not, and should not be relied upon as, legal advice.

3. Delay. Consultant shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of Consultant.

4. Relationship. Consultant will act under this agreement as an independent contractor, and nothing contained herein will constitute either party as the employer, employee, or representative of the other party, or both parties as joint ventures’ or partners for any purpose.

5. Enforceability. The invalidity or unenforceability of any provision of this agreement does not affect the validity or enforceability of any other provisions of this agreement, which will remain in full force and effect.

6. Amendments. This agreement may not be amended or modified except in writing signed by the parties hereto.

7. **Governing Law.** The laws of the state of Illinois, without regard to conflicts of law principles thereof, govern all matters arising under this agreement.

8. **Notices.** All notices pursuant to this agreement must be in writing and delivered by hand, sent via telecopy or overnight delivery or by certified or registered mail to each party's address provided in this agreement.

9. **Entire Understanding.** This agreement sets forth the entire agreement and understanding between Consultant and Village with respect to the subject matter hereof.

10. **Execution.** The signature of either party hereto that is transmitted to the other party or other party's authorized representative electronically (e.g. facsimile, e-mail, etc.) will be deemed for all purposes to be an original signature. This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed this

_____ day of _____, 2022.

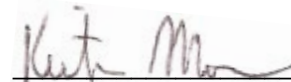
ATTEST:

Village of Sugar Grove

President

ATTEST:

Moran Economic Development



Keith Moran
President

**BUSINESS DISTRICT
SCHEDULE OF EVENTS
SUGAR GROVE, ILLINOIS**

*Meetings might be held via Zoom or conference call

<u>DATE</u>	<u>EVENT</u>
May 17, 2022	Finalize Area Begin Legal Description
June 7, 2022	Village Board meets* <ul style="list-style-type: none">• Presentation of Blight Analysis & Business Development District Plan• Pass Ordinance Setting Public Hearing date for Public Hearing Business District 1. BD Hearing July 5, 2022- NOTE that Publication Notices must be filed almost immediately after this meeting.
June 8, 2022	First Publication of Notice of Public Hearing by Village (Business District) (not less than 10 days nor more than 30 days before the Public Hearing)
June 9, 2022	Second Publication of Notice of Public Hearing by Village (Business District) (not less than 10 days nor more than 30 days before the Public Hearing)
July 5, 2022	Public Hearing* (Business District) MED conducts Prior to Board Mtg- 5:45PM
July 19, 2022	Village Board meets* Adoption of Business District Plan Ordinances <ul style="list-style-type: none">• AN ORDINANCE ESTABLISHING THE SUGAR GROVE BUSINESS DISTRICT; APPROVING A BUSINESS DISTRICT PLAN; AUTHORIZING THE IMPOSITION AND COLLECTION OF A SALES TAX WITHIN SUCH BUSINESS DISTRICT; AND APPROVING CERTAIN ACTIONS IN CONNECTION WITH THE ESTABLISHMENT OF SUCH BUSINESS DISTRICT.
July 20, 2022	Send Business District Plan to IL Dept. of Revenue

