
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: MATT ANASTASIA, FINANCE DIRECTOR
SUBJECT: RESOLUTION: AUTHORIZING AGREEMENT FOR MORAN ECONOMIC DEVELOPMENT FOR A TIF FEASIBILITY STUDY
AGENDA: MAY 17, 2022
DATE: MAY 13, 2022

ISSUE

Shall the Village authorize the execution of an agreement with Moran Economic Development for professional services in relation to a TIF Feasibility Study.

DISCUSSION

Moran Economic Development has worked with the Village in the past on multiple TIF requests. This request is for a TIF Feasibility/Eligibility Study for the land surrounding I-88 and Route 47 owned by Crown Community Development. The need for this study is to determine if a TIF is eligible on the property, as without a TIF the land would not be developed. The land is currently not within the Village limits, however, a TIF cannot be established without the annexation of the property within the Village. This contract will be executed by the Village, but paid for by the Crown, at no cost to the Village.

COST

The cost of the study is not to exceed \$15,000 being paid for by Crown.

RECOMMENDATION

Approve Resolution 20220517TIF3 Authorizing Agreement for Moran Economic Development to provide Tax Increment Financing services for the Village of Sugar Grove.



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

Resolution No. 20220517TIF3

**A Resolution Approving an Agreement with Moran Economic Development
For Tax Increment Financing 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 20220517TIF3
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 Tax Increment Financing 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 Agreement, entered into this _____ day of _____, 2022 by and between the Village of Sugar Grove, Illinois, hereinafter referred to as the "Village" and Moran Economic Development, hereinafter referred to as the "Consultant".

Whereas, the Village has a need for assistance in the review and analysis of an area in the Village as this review and analysis pertains to the use of tax increment financing ("TIF"); and,

Whereas, the Consultant is duly experienced in providing such assistance,

Now, Therefore, the Village and the Consultant, for the considerations and under the conditions hereinafter set forth, do mutually agree as follows:

SCOPE OF SERVICES

The following Scope of Services applies to portions of the Village of Sugar Grove proposed for inclusion in a Tax Increment Financing Redevelopment Project Area.

ACTION 1 – DATA COLLECTION & ANALYSIS

The initial data collection and analysis will provide a reasonable basis as to whether the Area proposed for inclusion in the TIF Area will likely qualify for tax increment financing. This Action includes, but is not limited to, the following activities:

- Data collection in the form of current and historical equalized assessed values ("EAV") for each parcel proposed for inclusion in the Area;
- Review of United States Department of Labor Bureau of Labor Statistics data related to labor surplus municipalities;
- Completion of the field work necessary in order to make a determination as to whether or not the proposed properties are eligible for tax increment financing, including review the existing conditions of the parcels in the Area related to site and surface improvements; and,
- Review of engineering reports and documentation related to the physical characterizes of the property, as well as the state of the utilities and infrastructure in the Area.

Deliverables – Memorandum of Existing Conditions

1. The Consultant will present its findings to the Village. This memorandum will provide a brief summary of the conditions present in the Area and how those conditions relate to the Area qualifying for inclusion in a Tax Increment Financing Redevelopment Project Area.
2. If in the Consultant's opinion the Area would likely qualify for tax increment financing, the Consultant would recommend proceeding with the completion of Action 2.

ACTION 2 – TAX INCREMENT FINANCING FEASIBILITY STUDY

Based on the findings of Action 1, if the Consultant determines it is warranted a Tax Increment Financing Feasibility Study will be completed. This completion of this study includes, but is not limited to:

- Description of tax increment financing as referenced by the Illinois Revised Statutes;
- Documentation necessary to demonstrate that real property to be included in the Amended Area meets the qualifying factors to be eligible for tax increment financing;
- Land use for the properties to be included in the TIF Boundary Area;
- Current and projected equalized assessed value for the properties to be included in the TIF Area;
- Boundary Map;
- Eligibility Table showing the applicable factors present in the Area; and,
- Other items necessary to complete the TIF Feasibility Study pursuant to the Revised Statutes of the State of Illinois.

Deliverables – Tax Increment Financing Feasibility Study

1. The Consultant will present its findings to the Village. This study will be the formal analysis of the qualifying factors found in the properties proposed for inclusion in a Tax Increment Financing Redevelopment Project Area.

COMPENSATION

ACTION 1 - DATA COLLECTION & ANALYSIS

The Consultant shall be compensated in accordance with the following schedule of standard hourly rates under this agreement; such rates are exclusive of reimbursable expenses:

Principal.....\$150/HR

Not to Exceed..... 45 Hours

ACTION 2 – TAX INCREMENT FINANCING FEASIBILITY STUDY

The total proposed fee for the Action 2 will be **\$7,250**, plus actual reimbursable expenses not to exceed \$1,000.

Upon presentation of the TIF Plan to the Village Board \$7.250

Reimbursable expenses shall consist of actual costs incurred by Moran Economic Development for printing, travel, photographic work, production, delivery 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. Paid receipts will be tendered to the Village by the Consultant with each expense payment request

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 Consultant in writing that it wishes to terminate this agreement. The date of termination shall occur upon receipt of the written notice of termination by Consultant pursuant to Section 13 of this agreement.

The Village will pay Consultant an amount representing the work performed to the date of termination, plus any expenses Consultant incurred 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 venturers 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.

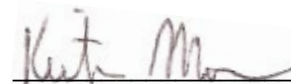
ATTEST:

Village of Sugar Grove

President

ATTEST:

Moran Economic Development



Keith Moran
President