
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: SCOTT KOEPPPEL, VILLAGE ADMINSTRATOR
SUBJECT: A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE
VILLAGE OF SUGAR GROVE AND TESKA ASSOCIATES, INC
FOR PROFESSIONAL AND TECHINCAL ASSISTANCE
AGENDA: MAY 7, 2024, REGULAR BOARD MEETING
DATE: APRIL 30, 2024

ISSUE

Should the Board of Trustees approve a Resolution approving an agreement between the Village and Teska Associates, Inc. for professional and technical assistance?

DISCUSSION

As of April 23rd, 2024, the Community Development Department Director's position is vacant. The position is budgeted and will be filled at a future date. In the interim, staff needs additional professional and technical assistance to avoid delaying any ongoing or new projects. Staff reached out to qualified professional services firms that have a current or previous relationship with the Village. If time was not a concern staff would recommend a full Request for Qualifications (RFQ) process.

Teska Associates is an experienced professional firm with local ties. They've worked for the Village in the past and retain professional experienced staff. In addition, Teska is available for in-person meetings as needed. The combination of our existing excellent Community Development staff and Teska will keep the department on schedule.

This expense is not budgeted but staffing costs will be lower because of the vacancy. Some of the costs may be passed along to a developer.

COST

The agreement details an hourly rate depending on the professional staff assigned to a project.

RECOMMENDATION

That the Village Board approve a Resolution approving an agreement with Teska and Associates, Inc. for professional and technical services.



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

RESOLUTION No. 20240507A2

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN
VILLAGE OF SUGAR GROVE AND TESKA ASSOCIATES, INC FOR
PROFESSIONAL AND TECHNICAL ASSISTANCE**

WHEREAS, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to enter into an agreement with Teska Associates, Inc. for professional and technical assistance and to execute the attached agreement; and

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

The Village President and Village Clerk are hereby authorized to execute said agreements on behalf of the Village and to take such further actions as are necessary to fulfill the terms of said agreement.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois on this 7th day of May 2024.

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

ATTEST:

Tracey Conti
Clerk, Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Matthew Bonnie	_____	_____	_____	_____
Trustee Sean Herron	_____	_____	_____	_____
Trustee Heidi Lendi	_____	_____	_____	_____
Trustee Michael Schomas	_____	_____	_____	_____
Trustee Sean Michels	_____	_____	_____	_____
Trustee James F. White	_____	_____	_____	_____



Community Planning | Site Design | Development Economics | Landscape Architecture

April 29, 2024

Scott Koeppel, Sugar Grove Village Administrator
160 S. Municipal Drive, Suite 110
Sugar Grove, IL 60554

RE: Planning Support Services

Dear Scott:

It was good catching up with you last week and learning of your need for some planning staff support. Teska Associates, Inc. has enjoyed our past work for the Village, and would be delighted to assist at whatever level of support you may need. Our past planning efforts for the Village has included assistance in the creation of TIF Districts adjacent to the airport, a Feasibility Study related to future development of the area bound by Route 56, Route 47, and Galena Boulevard, and numerous reviews of private development projects including Settlers Ridge, Villas of Prestbury, and Hannaford Farms.

I have attached a copy of our standard agreement. If you would like to proceed with retaining our services, please review and let me know if you would like any modifications. Once you are comfortable with the terms, please sign and return a copy to me for our records. I will serve as project manager and principal consultant, but will bring in other associates as appropriate to assist in completing tasks in an efficient, professional, and timely manner.

Let me know if you have any additional questions. For a quick background on the firm, feel free to visit our website at www.TeskaAssociates.com . The best way to reach me is either via e-mail at MHoffman@TeskaAssociates.com or via my cell phone at 815.557.4306.

Sincerely,

Mike Hoffman, AICP, PLA
Vice President

teska associates inc

24103 W. Lockport Street, Plainfield, Illinois, 60544 office 815 436-9485 www.TeskaAssociates.com

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN THE
VILLAGE OF SUGAR GROVE
AND
TESKA ASSOCIATES, INC.

This AGREEMENT ("AGREEMENT") is made and entered into this 7th day of May 2024 by and between the Village of Sugar Grove, an Illinois Municipal Corporation, with offices at 160 S. Municipal Drive, Sugar Grove, IL 60554, hereinafter referred to as the "VILLAGE " and Teska Associates, Inc., an Illinois Corporation with offices at 627 Grove Street, Evanston, Illinois 60201 (corporate) and 24103 W. Lockport Street, Unit 107, Plainfield, Illinois (satellite office providing services to Sugar Grove), hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the professional services being provided pursuant to this Agreement are not a "work or public improvement" within the meaning of 65 ILCS 5/8-9-1; and,

WHEREAS, the Illinois Municipal Code recognizes that certain contracts for professional services (services that require a high degree of professional skill where the ability and the fitness of the individual plays an important part) are not by their nature adapted to award by competitive bidding; and,

WHEREAS, the VILLAGE has an immediate and urgent need for assistance in its Community Development Department; and,

WHEREAS, to the extent that any of CONSULTANT'S services could be classified as architectural, engineering, and land surveying that would fall within the scope of the Local Government Professional Services Selection Act (50 ILCS 510/et seq.), the VILLAGE finds that it both has a satisfactory relationship for services with CONSULTANT, and further, finds that an emergency situation exists and a firm must be selected in an expeditious manner; and,

WHEREAS, the VILLAGE desires to engage the services of the CONSULTANT, a firm with whom the Village has a prior working relationship, to furnish professional and technical assistance in connection with **general planning and periodic development review assistance**, hereinafter referred to as the "PROJECTS"; and,

WHEREAS, the CONSULTANT has signified its willingness to furnish said professional and technical services required for the PROJECTS to the VILLAGE:

NOW THEREFORE, the parties hereto do mutually agree as follows:

A. Scope of Consultant's Services

The CONSULTANT agrees to commence its work on the PROJECTS upon the execution of this AGREEMENT, and to perform those services outlined in Attachment "A", a copy of which is attached hereto and incorporated herein by reference. CONSULTANT shall perform all work on the PROJECTS utilizing the degree of skill and care exercised by practicing professionals performing similar services under similar conditions. CONSULTANT makes no other representations and no warranties of any kind, whether express or implied, with respect to its services rendered hereunder. CONSULTANT's services shall be provided to the VILLAGE on an as-needed basis.

B. Services to be provided by the VILLAGE OF SUGAR GROVE

The VILLAGE shall promptly provide the CONSULTANT with any information, data, reports, records, and maps that are existing, available, and that it believes will be useful for carrying out the work on this PROJECTS. The CONSULTANT shall be entitled to rely upon the accuracy and completeness of all information provided by the VILLAGE and the VILLAGE shall obtain any information reasonably necessary for the CONSULTANT to perform its work under this Agreement. The VILLAGE will be responsible for the organization and conduct of all meetings necessary to carry out the services described in Attachment "A".

C. Authorized Representatives

The VILLAGE designates *Scott Koepfel, Village Administrator*, to act as its representative with respect to the PROJECTS, and such person shall have authority to transmit instructions, receive information, interpret and define the VILLAGE'S policies, and provide decisions in a timely manner pertinent to the work provided for the PROJECTS until the CONSULTANT has been advised in writing by the VILLAGE that such authority has been revoked.

The CONSULTANT shall assign *Mike Hoffman, AICP, Vice President, and Principal Planner* with respect to the PROJECTS, and such person shall have the authority to act on behalf of the CONSULTANT for all purposes set forth in this Agreement.

D. Compensation

The CONSULTANT shall be compensated for services on the basis of the hourly billing rates set forth in this Paragraph C for professional and technical staff time devoted to the PROJECTS, plus reimbursement for directly related and reasonable expenses such as travel (including use of automobiles at *the IRS standard mileage rates*, tolls, reproduction, subcontractors, etc.).

The billing rates for professional staff are:

Mike Hoffman	\$170/hour
Other Principals	\$155 -- \$200/hour
Associate Principals	\$145/hour
Senior Associates	\$130 - \$135/hour
Associates	\$120 -- \$125/hour
Clerical/Technical	\$60/hour

Work on the PROJECT will only be performed at the request of the VILLAGE. Separate case numbers can be assigned to each specific assignment, and separate invoices generated for each assignment. If requested, a fee estimate can be provided in advance of each individual assignment. An accurate accounting of the hours and expenses incurred on the assignment shall be kept by the CONSULTANT and the VILLAGE will be invoiced accordingly.

E. Method of Payment

Method of payment shall be as follows: The CONSULTANT shall submit monthly invoices for costs incurred on the PROJECTS during the billing period. Invoices are subject to the requirements of the Local Government Prompt Payment Act of the State of Illinois. To the extent permitted by applicable law, the VILLAGE agrees to pay all costs and disbursements, including reasonable attorney's fees, incurred by the CONSULTANT in legal proceedings to collect invoices which are delinquent and payable. No interest or collection costs shall be included in the upset maximum budget of this Agreement.

If the VILLAGE fails to make any payment due the CONSULTANT within sixty (60) days from receipt of the invoice, the CONSULTANT may, after giving seven (7) days' written notice to the VILLAGE, suspend its work on the PROJECTS until it has been paid in full all amounts due.

F. Time of Performance

CONSULTANT'S work on the PROJECTS shall proceed in a timely manner according to mutually acceptable scheduling adopted between the VILLAGE and CONSULTANT. The services of the CONSULTANT will begin upon CONSULTANTS commencement of work on the PROJECTS and shall continue through April 30, 2025, unless terminated earlier by either party pursuant to Section H hereof.

G. Excusable Delays

The CONSULTANT shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by the CONSULTANT to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the reasonable control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not restricted or limited to, acts of God, or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, illness, accidents, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the CONSULTANT.

H. Termination

The VILLAGE and the CONSULTANT shall each have the right to terminate the Agreement for convenience by written notice delivered to the other party at least thirty (30) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by the CONSULTANT under the Agreement shall become the property of the VILLAGE upon payment of all invoices properly submitted and due the CONSULTANT under the terms of the Agreement. The VILLAGE acknowledges that incomplete documents are not represented as suitable for any use or purpose, and further agrees to defend, indemnify, and hold the CONSULTANT harmless from and against all claims, costs, suits, damages, liabilities, and expenses, including reasonable attorneys' fees, arising from or relating to any use, reuse, or modification of any CONSULTANT-authored incomplete documents that occurs without the CONSULTANT'S consent and professional involvement. The CONSULTANT'S furnishing of a complete document to the VILLAGE shall be construed as the CONSULTANT'S consent for the VILLAGE to use and rely upon said document.

I. Choice of Law and Venue

This Agreement shall be construed under the laws of the State of Illinois. Proper venue shall be the Sixteenth Judicial Circuit, Kane County, Illinois.

J. Conflict of Interest

The CONSULTANT certifies that to the best of his knowledge, no VILLAGE OF SUGAR GROVE's employee or agent interested in the Agreement has any pecuniary interest in the business of the CONSULTANT or the Agreement, and that no person associated with the CONSULTANT has any interest that would conflict in any manner or degree

with the performance of the Agreement.

K. Changes

The VILLAGE may, from time to time, require or request changes in the scope or deadline of services of the CONSULTANT to be performed hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and between the VILLAGE and the CONSULTANT, shall be incorporated in written amendments to this Agreement.

L. Hold Harmless

The VILLAGE shall hold the CONSULTANT harmless, protect and defend the CONSULTANT against any claims brought by third parties in connection with the implementation of any recommendations made or services rendered by the CONSULTANT in accordance with the Agreement that are not the result of the CONSULTANT'S negligence.

The CONSULTANT shall defend, indemnify, and hold the VILLAGE, its elected officials, officers, agents, and employees, harmless from and against damages, costs, liabilities, and expenses, to the extent caused by the CONSULTANT'S negligence in the performance of its services under this Agreement. In the event that any action or claim is brought against the VILLAGE relating to CONTRACTOR'S performance or services rendered under this Agreement, CONTRACTOR shall render any reasonable assistance and cooperation which the VILLAGE may require without additional charge.

M. Insurance

The CONSULTANT shall maintain and keep in force during the term of this Agreement Commercial General Liability, Automobile Liability, and Professional Liability coverages in the following minimum amounts:

Commercial General Liability

General Aggregate Limit	\$4,000,000
Products-Completed Operation Aggregate	\$4,000,000
Each Occurrence Limit	\$2,000,000
Medical expense Limit	\$10,000
Auto - Combined Single Limits (each Accident)	\$1,000,000
Excess/Umbrella Liability	\$1,000,000
Workers Compensation (statutory limits)	\$1,000,000
<u>Professional Liability</u>	\$2,000,000

N. Confidentiality

The CONSULTANT, in the course of its duties, may have access to confidential information, including, but not limited to, financial accounting, statistics, development information, and personal data of private individuals employed by the VILLAGE. The CONSULTANT covenants that all data, documents, discussions, or other information developed or received by CONSULTANT or provided for in the performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without written authorization by the VILLAGE. The Village shall grant such authorization of disclosure as is required by law. All VILLAGE data shall be returned to the VILLAGE upon the termination of this Agreement.

O. Independent Contractor

The CONSULTANT and the VILLAGE understand and intend that the CONSULTANT shall perform its work on the PROJECTS as an independent contractor and not as an employee of the VILLAGE. Nothing in this AGREEMENT shall be construed to create an agency, partnership, or joint venture between the VILLAGE and the CONSULTANT.

P. Delegation and Assignment

This is a professional services contract and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of the VILLAGE.

Q. Drug-Free Workplace and Non-Discrimination Policies

The CONSULTANT shall provide a drug-free workplace and not engage in any discriminatory activities by complying with the provisions set forth in Section 7A of the VILLAGE'S Human Resources Manual. The CONSULTANT'S failure to conform to the requirements set forth in Section 7A shall constitute a material breach of this Agreement and shall be cause for the immediate termination of this Agreement.

R. Public Records

The CONSULTANT has been advised and is aware that all reports, documents, information, and data furnished or prepared by the CONSULTANT and provided to the VILLAGE may be subject to public disclosure as required by the Illinois Freedom of Information Act; provided, however, that the parties acknowledge that the disclosure is subject to the exceptions thereunder. The Village will endeavor to maintain as confidential all information obtained that may be designated as a trade secret. The VILLAGE shall not in any way be liable or responsible for any disclosure it deems required by law or by order of a court of competent jurisdiction.

S. Severability

If any provision of the Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof.

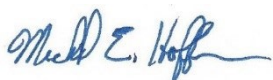
T. Amendments and Counterparts.

Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the VILLAGE OF SUGAR GROVE and the CONSULTANT have executed this Agreement on the date and year first above written.

CONSULTANT:
TESKA ASSOCIATES, INC.

VILLAGE OF SUGAR GROVE:



BY: _____
Michael E. Hoffman, AICP
Vice President

BY: _____
Jennifer Konen
Village President

Date: April 29, 2024

Date: _____

ATTACHMENT A

SCOPE OF SERVICES

1. **Development Review Tasks:** The CONSULTANT will conduct development reviews as requested by the VILLAGE. This will typically include a site visit, the review of proposed plans in relationship to VILLAGE development regulations and plans, and the preparation of a review letter. The CONSULTANT will also be available to participate in meetings, as requested.
2. **Special Projects:** The CONSULTANT will be available to prepare Special Projects upon written authorization of the VILLAGE. Such special projects may include graphics for zoning or other uses, zoning code audits or text amendments, special area plans or updates to the Comprehensive Plan, tax increment finance, landscape site inspections or landscape architectural design, or other activities as specified by the VILLAGE. A separate budget will be provided and confirmed by the VILLAGE prior to any special projects.