



BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES

FROM: SCOTT KOEPPPEL, VILLAGE ADMINISTRATOR

SUBJECT: DISCUSSION: PROFESSIONAL SERVICES AGREEMENT WITH MATT ANASTASIA

AGENDA: 10/7/2025

DATE: 9/25/2025

ISSUE

Shall the Village of Sugar Grove approve a resolution entering into a professional services agreement with Matt Anastasia?

DISCUSSION

On September 16th the Village Board discussed a professional services agreement with Matt Anastasia. Matt Anastasia, the Village's Finance Director's last day with the Village of Sugar Grove is October 3, 2025. The Finance Director position is currently being posted, but recruitment and hiring can take up to three months. Having the ability to access Matt's expertise will improve the transition to a new director. In addition, there are several tasks including the audit, tax levy, and budget that occur annually.

COST

Legal fees to draft the agreement and the professional services agreement are \$95 an hour.

ATTACHMENTS

Resolution adopting the agreement.
Agreement

RECOMMENDATION

Staff recommends the Village Board approve the agreement.



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

RESOLUTION NO.: 20251007AD01

A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT

WHEREAS, the Village of Sugar Grove wishes to engage in a professional services agreement with Matt Anastasia; and,

WHEREAS, Matt's last day as an employee of the Village of Sugar Grove is October 3rd, 2025; and,

WHEREAS, Matt's expertise will allow for a smooth transition to the new Director and assist current staff in maintaining the high level of service the Finance Department provides.

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

The Village President is hereby authorized to sign the Independent Contractor Agreements as presented.

PASSED AND APPROVED by the President and the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this 7th, day of October 2025.

Sue Stillwell, Village President

Tracey R. Conti, Village Clerk

BOARD VOTE:

	Aye	Nay	Absent	Abstain	Recuse
Trustee Heidi Lendi	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Trustee Matthew Bonnie	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Trustee Sean Michels	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Trustee Anthony Speciale	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Trustee Nora London	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Trustee Michael Roskopf	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement (“Agreement”) is executed, made, and entered into this 7th day of October, 2025 by and between the Village of Sugar Grove, Illinois, an Illinois municipal corporation, 160 S. Municipal Drive, Suite 110, Sugar Grove, Illinois 60554 (the “Village”) and Matt Anastasia [REDACTED] (“Contractor”) (individually a “Party,” and collectively the “Parties”).

Therefore, for and in consideration of the mutual obligations herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Services to be Performed. Contractor expressly acknowledges that it is their responsibility to provide the following professional services:
 - a. Provide consulting, planning and financial services to the Village; and
 - b. Assist the Village with the compilation of the Village audits, tax levies and budgets; and
 - c. Assist the Village in transitioning and onboarding a Finance Director; and
 - d. Any other professional services as deemed necessary and as agreed to by the Parties in writing.

(combined, the “Services”).

2. Method of Performing Services. Contractor retains the sole right to control or direct the manner in which the services described herein are to be performed and Contractor will determine the method, details and means of performing the Services. The Village retains the right to inspect, to stop work, to prescribe alterations, and generally to supervise the work to insure its conformity with this Agreement.

Responsibility for legal compliance rests with the Village. The Contractor will not sign or file reports on behalf of the Village.

3. Independent Contractor. Nothing herein shall be construed to create an employer-employee relationship between the Contractor and the Village. Contractor is not an employee of the Village or any of its subsidiaries or affiliates. The consideration set forth herein shall be the sole consideration due the Contractor for the service rendered hereunder. Contractor will not represent to be or hold itself out as an employee of the Village. The Village acknowledges that the majority of the work performed by Contractor may be performed offsite, and there are no set number of hours Contractor is required to work, provided that all work assigned is performed in a time appropriate and workmanlike manner.
4. State and Federal Taxes. The Village will not: (a) withhold any state or federal taxes, including, but not limited to, income taxes, FICA (Social Security and

Medicare taxes from Contractor's compensation; (b) make state or federal unemployment compensation contributions on Contractor's behalf. Contractor shall pay all taxes incurred while performing services under this Agreement and the Village shall not be responsible for the payment of any taxes incurred by Contractor. Contractor shall provide the Village with a completed W-9 form, as necessary.

5. Unemployment Compensation. The Village shall make no state or federal unemployment compensation payments on behalf of Contractor. Contractor will not be entitled to unemployment compensation benefits in connection with work performed under this Agreement.
6. Workers' Compensation. The Village shall not obtain worker's compensation insurance for or on behalf of Contractor.
7. No Assignment. Contractor shall not assign any rights or delegate any of its duties under this Agreement to a third party. Only Contractor shall perform the services required by this Agreement. Contractor shall have no right to hire assistants as subcontractors or to use persons employed by him to provide the services required by this Agreement.
8. Term. The term of this Agreement shall become effective when signed by both parties and will terminate on the earlier of: (1) the date Contractor, as determined solely by the Village, completes the services required by this Agreement; or (b) one year after execution of the Agreement, unless mutually extended by the Parties in writing.
9. Terminating the Agreement. Either Contractor or the Village may terminate this Agreement, with or without cause, by giving seven (7) days' notice to the other Party of the intent to terminate.
10. Compensation. In return for providing the Services, Contractor shall be paid at a rate of ninety-five dollars (\$95.00) per hour. Contractor shall invoice the Village on a monthly basis for Services provided.
11. Indemnification. Contractor agrees to indemnify, hold harmless and defend Village and its directors, officers, employees and agents from and against any action, claim, demand or liability, including reasonable attorney's fees and costs, arising from or relating to: (i) "Contractor's" breach of this Agreement; (ii) the negligence or willful misconduct of Contractor; or (iii) any allegation that the Contractor caused injury and/or damage to any third Person ("Person" is defined as any individual, corporation, company, partnership, government or any other entity). Contractor agrees that the Village shall have the right to participate in and control the defense of any such claim through counsel of its own choosing at the expense of Contractor. Contractor shall secure and maintain insurance coverage necessary to ensure compliance with this Section 12.

12. Exclusive Agreement. This is the entire Agreement between Contractor and the Village.
13. Confidentiality. Contractor acknowledges that it will be necessary for the Village to disclose certain confidential information to it in order for it to perform its duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this confidential information would irreparably harm the Village. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any confidential information of the Village without the Village's prior written permission except to the extent necessary to perform services on the Village's behalf, or except as required by applicable law.

Unless the Parties otherwise agree in writing or as otherwise provided in this Agreement, Contractor shall refrain from disclosing or using Confidential Documents and Information for any purpose other than for the purposes of fulfilling obligations set forth in the Agreement. Except as provided herein, no Confidential Information shall be placed in the public record. The termination of the Agreement shall not relieve the Parties and their counsel, or any other person to whom is disclosed any document or other information subject to this Agreement, from the obligations set forth herein. Upon the final termination of the Agreement, Contractor shall return all originals and copies of Confidential Information to the Village.

Contractor shall return to the Village all written Confidential Information and all copies thereof within five (5) business days after receiving a request for such return by the Village. The Confidential Information is and shall remain the property of the Village even while it is in the possession of Contractor.

14. Neutral Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties, regardless of who drafted the Agreement.
15. Headings. The headings appearing in this Agreement have been inserted solely for the convenience of reference and form no substantive part of this Agreement nor should they be used in any interpretation or construction of any substantive provision of this Agreement.
16. Non-waiver. In no event shall any conduct of the Parties (except an express written agreement) be construed as a waiver, modification, or abandonment of this Agreement or any portions thereof, even if such conduct is, or appears to be, inconsistent with any provision of this Agreement.
17. Enforcement. This Agreement shall be enforceable through all remedies available in law or equity, including but not limited to, injunctive relief and specific performance.

18. Choice of Law/Forum. This Agreement shall be governed by, construed under and interpreted in accordance with the laws of the State of Illinois, without giving effect to its principles of conflicts of law or choice of law. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Kane County.
19. Complete Agreement. This Agreement sets forth all of the terms and conditions of the agreement between the Parties concerning the subject matter hereof and any prior oral communications are superseded by this Agreement. The Parties understand and agree that all of the terms and promises of this Agreement, including the “Whereas” clauses, are contractual and not mere recitals.
20. Effect on Previous Agreements. This Agreement supersedes any and all prior agreements, understandings and communications between the Parties.
21. Amendment. This Agreement may be amended only by a written document signed by Contractor and the Village.
22. Severability. In the event that any of the provisions of this Agreement are found by a judicial or other tribunal to be unenforceable, the remaining provisions of this Agreement will, at the Village’s discretion, remain enforceable.
23. Counterparts and Facsimile Transmission. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile or electronic mail shall have the same effect as an original signature.
24. Authority. The signatories for each of the Parties to this Agreement represent and warrant that such person has the full authority to bind such Party.
25. Force Majeure. A Party affected by Force Majeure shall not be deemed to be in breach of this Contract, or otherwise be liable to the other, by reason of any delay in performance, or the non-performance, of any of its obligations under this Contract to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other Party. The time for performance of that obligation shall be extended accordingly. If any force majeure occurs in relation to either Party which affects or is likely to affect the performance of any of its obligations under this Contract, it shall notify the other Party within a reasonable time as to the nature and extent of the circumstances in question and their effect on its ability to perform. “Force Majeure” means earthquake, flood, storm, other acts of God, war, emergency accident, industrial strike, acts of Government, vandalism, pandemic or other impediment which the affected party proves was beyond its control and that it could not reasonably be expected to have taken the impediment into account at the time of the conclusion of this contract or to have avoided or

overcome it or its consequences.

26. Notice. Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing and shall be executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via electronic mail or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as any of the parties may specify in writing.

If to Contractor: Matt Anastasia



If to the Village: Village Administrator
Village of Sugar Grove, Illinois
160 S. Municipal Drive
Suite 110
Sugar Grove, Illinois 60554
skoepfel@sugargrovel.gov

27. Attorney's Fees. Should either Party employ an attorney or attorneys to enforce any of the provisions hereof or to recover damages for the breach of this Agreement, the non-prevailing Party shall pay to the prevailing Party all reasonable costs, damages and expenses, including attorney's fees, expended or incurred in connection therewith.

[

[Remainder of the Page Left Intentionally Blank]
[Signature Page to Follow]

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto have caused this Agreement to be executed the date first written above.

Village of Sugar Grove, Illinois

Matt Anastasia

BY: _____

Printed Name/Title

Printed Name

Date

Date