

ORDINANCE NO. 2024-O-01

**AN ORDINANCE AMENDING HARTFORD ORDINANCE NO. 2014-0-271
TO AMEND TERRITORY OF THE RIVERBEND ENTERPRISE ZONE**

WHEREAS, on December 3, 2014 the Village Board for the Village of Hartford, Illinois (the "Village") passed Ordinance Number 2014-0-271 titled "An Ordinance Establishing An Enterprise Zone Within the Village of Hartford; Said Enterprise Zone Being a Portion of a Larger Enterprise Zone Encompassing Contiguous Portions of the Village of Hartford, the City of Alton, the Village of Bethalto, the Village of East Alton, the City of Wood River, the Village of Roxana, the Village of South Roxana, and the County of Madison"; ("the Original Ordinance"); and

WHEREAS, pursuant to 20 ILCS 655/1, et seq., (formerly Ill. Rev. Stat. 1991, ch. 67 1/2, Section 601 et seq.) (the "Act"), the State of Illinois authorized the creation of enterprise zones, together with certain incentive programs;

WHEREAS, pursuant to the Act, the Village created the Riverbend Enterprise Zone, which includes certain real estate located in the Village, the City of Alton, Illinois ("Alton"), the Village of Bethalto, Illinois ("Bethalto"), the Village of East Alton, Illinois ("East Alton"), the City of Wood River, Illinois ("Wood River"), the Village of Roxana, Illinois ("Roxana"), and the Village of South Roxana, Illinois ("South Roxana"), (the "Municipalities"); the County of Madison, Illinois ("Madison County"), (the "County");

WHEREAS, the Illinois Department of Commerce and Economic Opportunity ("DCEO") has approved and certified said Enterprise Zone pursuant to Section 5.3 of the Illinois Enterprise Zone Act, as amended (20 ILCS 655/1 et seq.) (the "Act"), to commence January 1, 2016;

WHEREAS, the Village Board of the Village of Hartford, Illinois has found it appropriate to amend Ordinance Number 2014-0-271 so as to amend and add territory to the Riverbend Enterprise Zone;

WHEREAS, the Municipalities and County have determined that it is necessary and in the best interest of the Municipalities and County, and economic development interests regionally, to amend the enterprise zone boundary to add property to the Riverbend Enterprise Zone, as described in Exhibit A;

WHEREAS, the Municipalities are requesting amendments to the Riverbend Enterprise Zone territory be made so the new property that is developed will receive all the state and local amenities provided by the present enterprise zone;

WHEREAS, a public hearing was held at 10:00 a.m. on Thursday, January 18, 2024 at the Wood River Police Department at 550 E Madison Ave, Wood River, IL where pertinent information concerning an amendment to the territory was presented,

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND VILLAGE BOARD OF THE VILLAGE OF HARTFORD, ILLINOIS AS FOLLOWS:

- (1) That the Village Board of the Village of Hartford hereby approves, subject to the concurrence of the Municipalities and County of Madison, and the Illinois Department of Commerce and Economic Opportunity; the expansion of the Riverbend Enterprise Zone to include the property identified in Exhibit A hereby incorporated by reference.
- (2) That the Village Board of the Village of Hartford, subject to the passage of comparable ordinances by the Municipalities and County of Madison and subject to the approval of the Illinois Department of Commerce and Economic Opportunity, hereby approves the new boundary description of the enterprise zone as identified in Exhibit B hereto.
- (3) That the Village of Hartford will provide all local benefits and amenities in the expanded territory as is

currently being accorded to inhabitants of the Riverbend Enterprise Zone.

- (4) The Village President, if applicable, is authorized to execute an Amended Enterprise Zone Intergovernmental Agreement.
- (5) In the event any section or provision of this Ordinance shall be held unconstitutional or invalid by any Court, in whole or in part, such holding shall not affect the validity of this Ordinance or any remaining part of this Ordinance, other than the part held unconstitutional or invalid.
- (6) All ordinances, or parts thereof, which are inconsistent with the provisions of this Ordinance, are hereby repealed to the extent of their inconsistencies.
- (7) Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other ordinance of the Village or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.
- (8) This Ordinance is effective upon its passage by the Village Board, approval by the Village President, and publication according to law.

Passed and approved this 16 day of February, 2024.

Ayes: 5

Nays: 0

Absent: 1

Approved: Yes

APPROVED: 
BILL ROBERTSON, MAYOR

ATTEST: 
CAROLYN DANIELS, VILLAGE CLERK

RECORDED: _____, 2024.



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

THIS CONSULTING AGREEMENT (the "Agreement"), entered into this 5 day of March, 2024 by and between the Village of Hartford, Illinois (hereinafter referred to as the "Village ") and Moran Economic Development, LLC (hereinafter referred to as the "Consultant").

WHEREAS, the Village has a need for services regarding specialized economic development programs and tools such as Tax Increment Financing Districts, Business District Redevelopment Project Areas, and Enterprise Zones, as well as consultation on general economic development and redevelopment within their community; and,

WHEREAS, the Village is of the opinion that the Consultant has the necessary qualifications, experience, and abilities to provide such services to the Village, particularly as it relates to the creation of a Tax Increment Financing; and,

WHEREAS, the Consultant is agreeable to providing such services to the Village 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 Village and the Consultant agree as follows:

SCOPE OF SERVICES

ESTABLISHMENT OF TIF DISTRICT IV

Feasibility Study

The Feasibility Study will determine whether or not the properties proposed to be included are eligible for tax increment financing. The creation of this document will provide the Village with the information it needs to conclude whether the creation of the Tax Increment Financing Plan (the "TIF Plan") is justified.

A. Determination of Eligibility

1. The Consultant will complete the work necessary in determining whether the proposed properties for inclusion in the proposed TIF District Area are eligible for tax increment financing. In addition, the Consultant will review other County and Village plans and documents when necessary.
2. The Consultant will use the definitions and guidelines as provided in the Illinois Tax Increment Allocation Redevelopment Act (as amended) in making its determination as to the eligibility of the proposed Area.
3. The Consultant will collect current and historical EAV data for each parcel in the proposed area from the Madison County Assessor's office, including the names and addresses of property owners.
4. The Village will make available to the Consultant its legal counsel, engineer, Village staff, and other professionals associated with the Village's work (including utility/infrastructure personnel, municipal legislation, etc.) for the purposes of completing the Eligibility Study.
5. The Consultant will utilize its own GIS staff to conduct all land use and boundary maps.

B. Eligibility Analysis

1. The Consultant will make the findings available to the Village Board. This will include an explanation as to whether or not, in the opinion of the Consultant, the proposed properties were found to be eligible for tax increment financing, and the Consultant's account as to the manner in which the properties to be included have been found to be eligible.

2. The Village Board will then determine whether to proceed with the TIF District Redevelopment Plan. If the Board chooses to proceed, then, at the discretion of the Board, it will authorize the Consultant to continue the TIF establishment process.

C. Creation of the TIF Plan

The TIF Plan will include the following items:

1. Description of tax increment financing as referenced by the Illinois Revised Statutes.
2. Documentation necessary to demonstrate that real property to be included in the TIF Plan meets the qualifying factors to be eligible for tax increment financing.
3. Objectives of the TIF Plan.
4. Land use for the properties to be included in the TIF Plan.
5. Description of projects and activities proposed within the properties to be included in the TIF Plan, both public and private.
6. Implementation strategy.
7. Estimated costs of the projects and activities proposed.
8. Estimated TIF budget.
9. Current and projected equalized assessed value for the properties to be included in the TIF Plan.
10. Assessment of the impact of the proposed TIF Plan on applicable taxing districts.
11. Boundary Map.
12. General Land Use Plan for the Area.
13. Other items necessary to complete the TIF Plan pursuant to the Revised Statutes of the State of Illinois.

D. Presentation of the TIF Plan

The Consultant will present the TIF Plan to the Village Board for its review and comment. The Consultant will integrate the Village Board's comments, if applicable, into the final TIF document.

E. TIF Process Notifications and Assistance

The Consultant will provide guidance to the Village on matters of notification and distribution in accordance with the TIF Act. This includes providing the Village with draft documents, notices, and ordinances. The following outlines the statutory steps involved with the establishment of a TIF District, and the assistance the Consultant will provide for each step:

1. **Feasibility Resolution**
The Consultant will provide the Village with a sample Feasibility Resolution as well as the early warning letter that is to be sent to the associated taxing districts, and a mailing list for said taxing districts.
2. **Interested Parties Registry**
The Consultant will provide the Village with a sample ordinance to establish the Interested Parties Registry, provide the Interested Parties Registry rules, and a sample publication notice for the registry.
3. **Feasibility Study**
The Consultant will provide the Village with the Feasibility Study to be placed on file and sent to all affected taxing districts.
4. **Public Hearing Ordinance**
The Consultant will provide the Village with a sample ordinance establishing the TIF Public Hearing date and time.
5. **Joint Review Board Notice**
The Consultant will provide the Village with the TIF Plan and Feasibility Study to be sent to all affected taxing districts and DCEO, as well as notice of the Joint Review Board date and time. The Consultant will conduct the Joint Review Board meeting.
6. **Notice to Residents**
The Consultant will provide the Village with a sample notice to be sent to all residences within 750 of the proposed TIF District Area, as well as mailing labels for all addresses.

- 7. Publication Notice
The Consultant will provide the Village with a sample notice for publication regarding the TIF Public Hearing.
- 8. Notice to Property Owners
The Consultant will provide the Village with a sample notice to be sent, via certified mail, to all property owners in the proposed TIF District Area and those on the Interested Parties Registry.
- 9. Adoption Ordinances
The Consultant will provide the Village with a sample ordinances to approve the proposed TIF District Redevelopment Plan and Redevelopment Project, to designate the proposed Redevelopment Project Area, and to adopt Tax Increment Financing.

F. Meetings

The Consultant will conduct the following meetings:

- 1. Joint Review Board
The Consultant will attend and conduct the meeting of the Joint Review Board.
- 2. Public Hearing
The Consultant will attend and conduct the Public Hearing.
- 3. Other Meetings
The Consultant will attend or be otherwise available for additional meetings as necessary and as directed by the Village.

INFORMATION PROVIDED BY VILLAGE

For any of the above options outlined there will be some information required to be provided from the Village. This information includes:

- 1. Preparation of Legal Description of the Redevelopment Project Area. The Consultant will work with Village engineers and staff to facilitate this process. At the Village's direction the Consultant could complete the description in accordance with the outlined hourly rate as a service outside of the scope of this agreement.
- 2. The Consultant will provide the names and addresses of affected property owners within a tax increment financing project area as well as those residential addresses that lie within 750 feet of the project area boundary. The Consultant will also provide taxing district information. The Village will make the required notifications, mailings, and distributions to those parties. The Consultant will provide guidance and suggested forms for use by the Village. These notifications are to take place under an agreed upon schedule for execution of the TIF Plan.
- 3. Any amendments to the Comprehensive Plan if necessary. In the event that some of the above Options were to be determined by the Village to not be in accordance with the existing Comprehensive Plan, the Village would be responsible for making the requisite amendments to the Plan.

TIMING

The Consultant, with cooperation from the Village, will coordinate an exact schedule for purposes of completing the requested work based on the schedule of Board Meetings and availability of Village staff, with the anticipated timeframe for completion being four to seven months from the beginning of the process. Statutory requirements as to when notices can be provided and when meetings can occur largely determine the timing of the process.

COMPENSATION

ESTABLISHMENT OF TIF DISTRICT

The following is a breakdown of the proposed fee for service based on the outlined Scope of Services:

Upon signing of Agreement for Technical Services \$2,000
 Upon presentation of the TIF Plan to the Village Board \$14,500

Upon the completion of the Public Hearing.....	\$15,000
Total fee for establishment of TIF District Redevelopment Area.....	\$31,500

The total proposed fees above will not exceed the costs outlined, plus actual reimbursable expenses not to exceed \$500. Reimbursable expenses shall consist of actual costs incurred by the Consultant for printing, travel, photographic work, production, data, 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 the Consultant. Paid receipts will be tendered to the Village by the Consultant with each expense payment request. At the request of the Village, the Consultant will be available for any additional services beyond those outlined in the Scope of Services at a separate hourly rate of \$130/hour. 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.

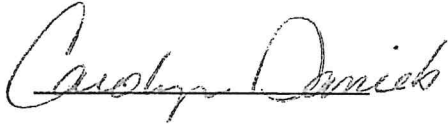
TERMINATION OF AGREEMENT

If for whatever reason the Village determines that the work should be terminated, the Village will inform the 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 the Consultant pursuant to Section 8 of this agreement. The Village will pay the Consultant an amount representing the work performed to the date of termination, plus any expenses the Consultant incurred to that date.

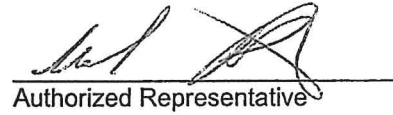
1. Confidentiality; FOIA Requests. "Confidential Information" means any information which the Consultant has designated as confidential in writing or ought to be considered confidential (however it is conveyed or on whatever media it is stored) including information that relates to a party's trade secrets, 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, the Village shall notify the Consultant of the request. Upon receipt of such notice by email or facsimile, the Consultant shall notify the 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. The Village understands that any information or deliverables the Consultant provides to the Village in connection with this agreement or the services provided hereunder is not, and should not be relied upon as, legal advice.
3. Delay. The 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 the Consultant.
4. Relationship. The 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 the Consultant and the 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 5 day of March, 2024.

ATTEST:

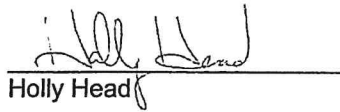


Village of Hartford



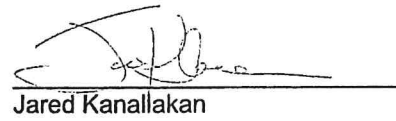
Authorized Representative

ATTEST:



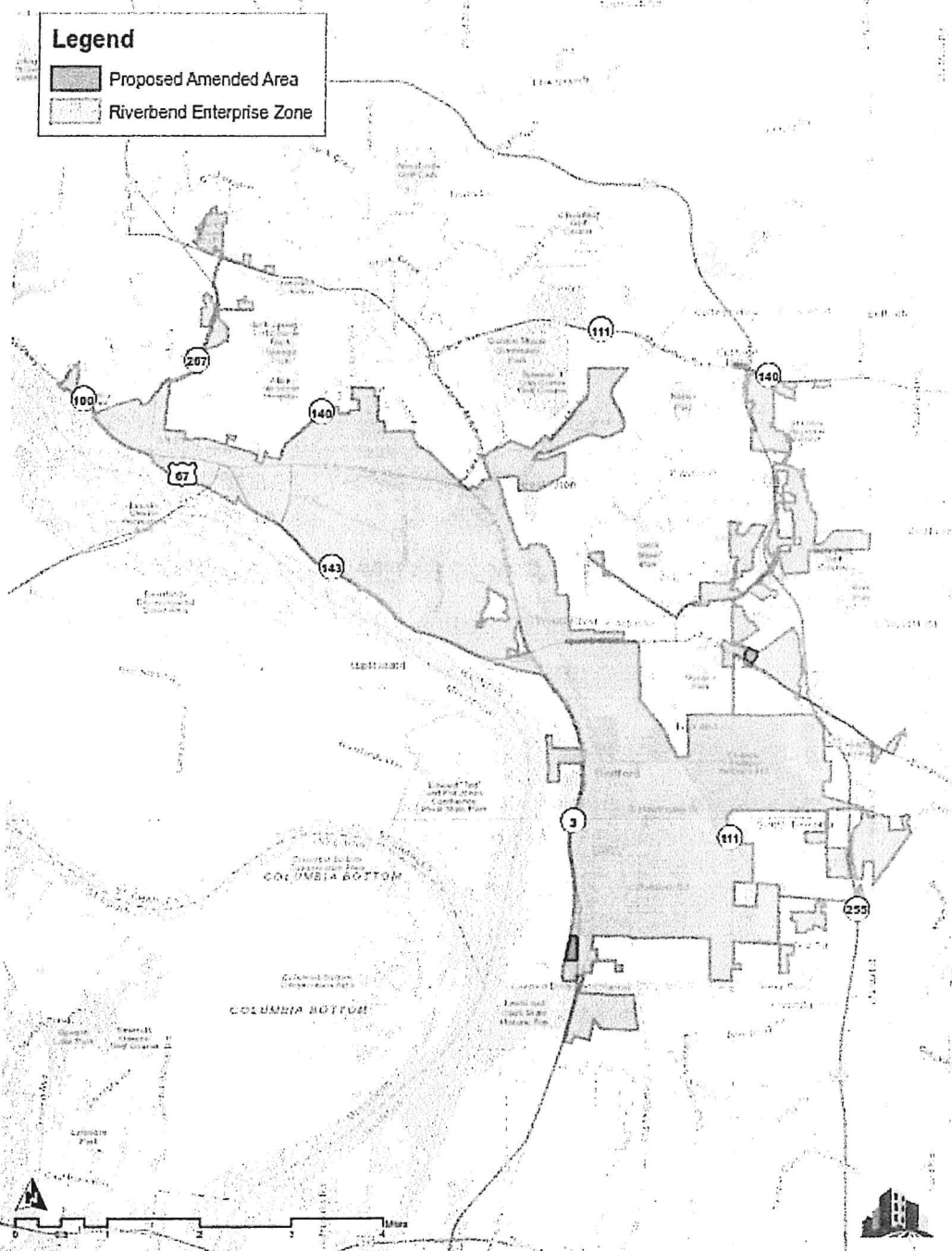
Holly Head

Moran Economic Development, LLC

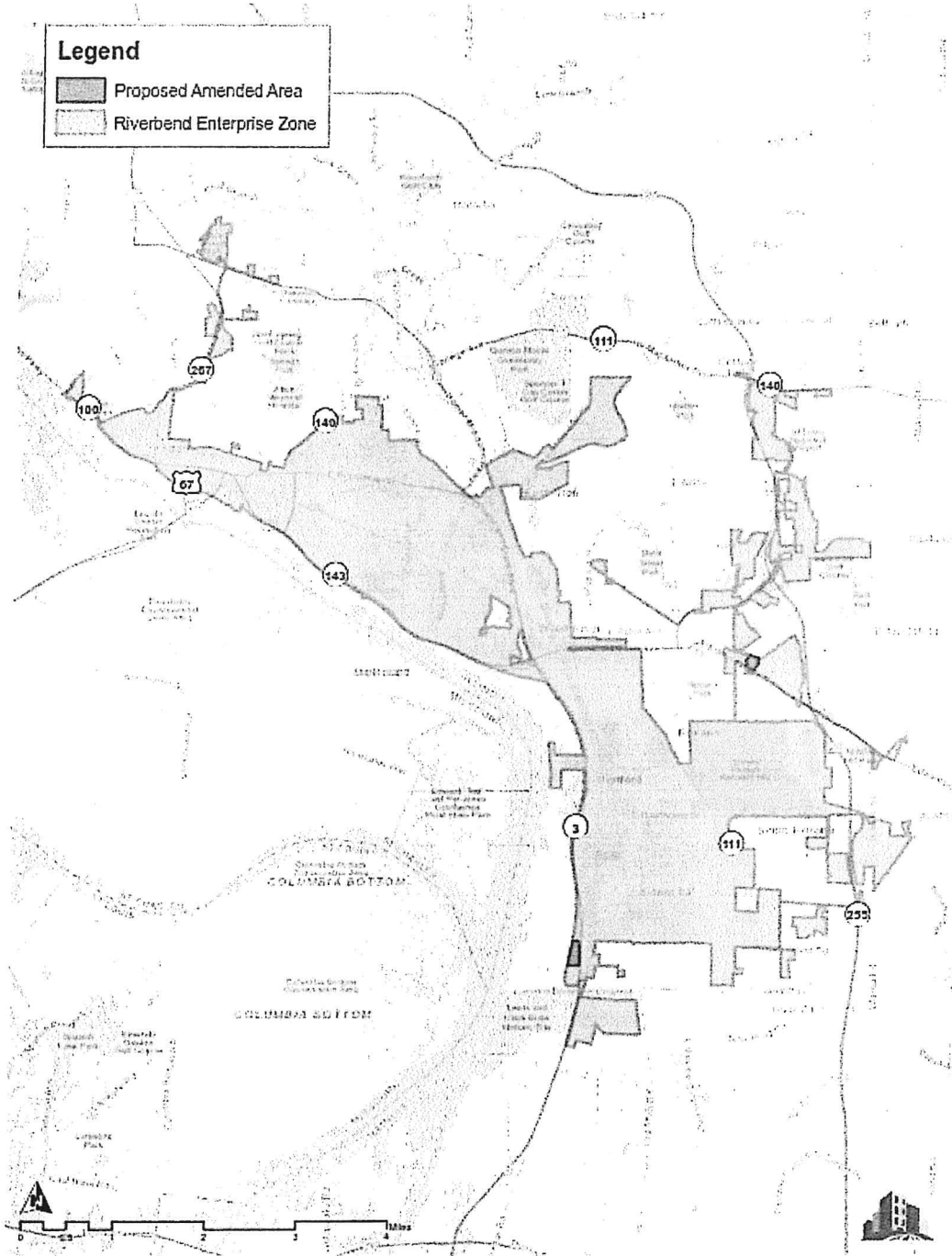


Jared Kanallakan

**EXHIBIT A
RIVERBEND ENTERPRISE ZONE
BOUNDARY MAP**



**EXHIBIT A
RIVERBEND ENTERPRISE ZONE
BOUNDARY MAP**



AMENDMENT TO THE RIVERBEND ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT

An Amending Intergovernmental Agreement by and among the County of Madison, Illinois (hereinafter referred to as "Madison County"); the City of Alton (hereinafter referred to as "Alton"); the Village of Bethalto (hereinafter referred to as "Bethalto"); the Village of East Alton (hereinafter referred to as "East Alton"); the Village of Hartford (hereinafter referred to as "Hartford"); the Village of Roxana (hereinafter referred to as "Roxana"); the Village of South Roxana (hereinafter referred to as "South Roxana"); and the City of Wood River (hereinafter referred to as "Wood River") in respect to the Riverbend Enterprise Zone.

WHEREAS, the Illinois Enterprise Zone Act, 20 ILCS 655/1 et seq., as amended, requires a county or municipality, or any combination thereof, to designate by ordinance an area within its jurisdiction as an enterprise zone; and

WHEREAS, Madison County, Alton, Bethalto, East Alton, Hartford, Roxana, South Roxana, and Wood River have by separate ordinances and/or resolution designated an enterprise zone for establishment and have obtained approval of such zone; and

WHEREAS, the parties entered into an Intergovernmental Agreement in 2014, for the management and operation of the Enterprise Zone; and

WHEREAS, the parties have determined that it is in the best interest of the parties and public that the Riverbend Enterprise Zone expand the current enterprise zone boundaries for projects that will provide an immediate benefit to the zone area.

NOW, THEREFORE, it is agreed by the County of Madison, the City of Alton, the Village of Bethalto, the Village of East Alton, the Village of Hartford, the Village of Roxana, the Village of South Roxana, and the City of Wood River that the Intergovernmental Agreement, as agreed to by these parties, shall be amended in the following respects:

- (1) Subject to approval by the Illinois Department of Commerce and Economic Opportunity, the Riverbend Enterprise Zone shall be amended to include the property shown in Exhibit A attached hereto.
- (2) With the expansion of the enterprise zone, the new property will receive all the state and local amenities provided by the present enterprise zone.
- (3) Subject to approval by the Illinois Department of Commerce and Economic Opportunity, the Riverbend Enterprise Zone boundary shall be as described in Exhibit B attached hereto.

(4) In all or other respects the Intergovernmental Agreement filed with Madison County on November 3, 2014, shall remain in full force and effect.

(5) This Amendment may be executed in any number of counterparts and any party hereto may execute any such counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute one and the same instrument. This Amendment shall become binding when one or more counterparts taken together shall have been executed and delivered by the parties. It shall not be necessary in making proof of this Amendment or any counterpart hereof to produce or account for any other counterparts.

(a) County of Madison
Amended Ordinance No. _____
Adopted and approved on _____

(b) City of Alton
Amended Ordinance No. _____
Adopted and approved on _____

(c) Village of Bethalto
Amended Ordinance No. _____
Adopted and approved on _____

(d) Village of East Alton
Amended Ordinance No. _____
Adopted and approved on _____

(e) Village of Hartford
Amended Ordinance No. 2024-O-01
Adopted and approved on 02-06-2024

(f) Village of Roxana
Amended Ordinance No. _____
Adopted and approved on _____

(g) Village of South Roxana
Amended Ordinance No. _____
Adopted and approved on _____

(h) City of Wood River
Amended Ordinance No. _____
Adopted and approved on _____

EXHIBIT A
RIVERBEND ENTERPRISE ZONE
BOUNDARY MAP

