

<p>Village President P. Sean Michels</p> <p>Village Clerk Cynthia Galbreath</p> <p>Village Administrator Brent M. Eichelberger</p>	 <p><b>SUGAR GROVE</b> INCORPORATED 1980 10 S. Municipal Drive Sugar Grove, Illinois 60554 Phone: 630-466-4507 Fax: 630-466-4521</p>	<p>Village Trustees</p> <p>Robert Bohler Kevin Geary Mari Johnson Rick Montalto Thomas Renk</p>
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May 03, 2011  
Regular Board Meeting  
6:00 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Hearings
  - a. None
5. Appointments and Presentations
  - a. Oaths of Office
  - b. State of the Village
6. Public Comment on Items Scheduled for Action
7. Consent Agenda
  - c. Approval: Minutes of the April 19, 2011 Meeting
  - d. Approval: Vouchers
  - e. Proclamation: Public Works Week
  - f. Proclamation: Motorcycle Safety Awareness Month
  - g. Approval: Lease of Vacant Agricultural Land
8. General Business
  - a. Ordinance: Amending the Liquor Control Code – Class M – Seasonal Market
9. New Business
10. Reports
  - a. Staff Reports
  - b. Trustee Reports
  - c. Presidents Report
11. Public Comments
12. Airport Report
13. Closed Session: Land Acquisition, Personnel, Litigation
14. Adjournment

<p>Village President P. Sean Michels</p> <p>Village Clerk Cynthia Galbreath</p> <p>Village Administrator Brent M. Eichelberger</p>	 <p><b>SUGAR GROVE</b> INCORPORATED 1880 10 S. Municipal Drive Sugar Grove, Illinois 60554 Phone: 630-466-4507 Fax: 630-466-4521</p>	<p>Village Trustees</p> <p>Robert Bohler Kevin Geary Mari Johnson Rick Montalto Thomas Renk</p>
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Committee of the Whole  
May 03, 2011  
6:30 p.m.

1. Call to Order
2. Roll Call
3. Public Comment
4. Discussion:           Electronic Billing and Payment Receipt
5. Discussion:           47 & Cross Street Intersection Improvements
6. Discussion:           CIP
7. Discussion:           Driveway Apron Brick Pavers
8. Closed Session:      Land Acquisition, Personnel, Litigation
9. Adjournment

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** JUSTIN VANVOOREN, FINANCE DIRECTOR  
**SUBJECT:** DISCUSSION: ELECTRONIC BILLING  
**AGENDA:** MAY 3, 2011 REGULAR BOARD MEETING  
**DATE:** APRIL 29, 2011

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**ISSUE**

Shall the Village Board approve electronic billing (e-billing) for utility bills.

**DISCUSSION**

The Village Board last discussed electronic billing at the March 9, 2010 budget workshop. The Village processes approximately 4,100 monthly utility bills. Staff continually reviews the utility billing processes to determine how we can become more efficient, economical and customer friendly.

The accounting software, MSI, has the ability to send an e-bill to our customer through a system called iConnect. iConnect also allows customers to view their billing information (usage and dollars) online and the ability to choose to pay online.

There are several upfront costs associated with the e-billing system. However, long-term it will save in printing, mailing, paper hard costs, and processing time. The upfront cost is \$1,500 for iConnect and \$1,000 for the E-Bill system. The ongoing monthly charges for iConnect would be \$220 per month for the first year and \$110 per month thereafter. The E-Bill notification has ongoing monthly charges of \$0.35 per e-bill notification. It is estimated that the Village will save a net amount of \$65 per month.

Additionally, MSI has added a new feature to the software to allow for recurring monthly charges to a credit card. This feature would be similar to the direct debit program currently offered, but would charge a credit card rather than a checking account. The cost associated with this feature will be provided at the Board meeting.

**COST**

E-billing would cost approximately \$2,500 upfront. Ongoing costs will depend on the number of residents that sign up for the service.

**RECOMMENDATION**

That the Village Board discuss electronic billing and direct staff accordingly.

## **Village of Sugar Grove**

### **What is a capital improvement program?**

A capital improvement program (CIP) is a blueprint for planning a community's capital expenditures and is one of the most important responsibilities of local government officials. It coordinates community planning, financial capacity and physical development.

A CIP should not be confused with a capital improvement budget. The CIP consists of a five year plan which identifies projects to be undertaken during that time while the capital improvement budget represents the first year of the CIP. Projects outside of the first year act to serve as a guide only and are subject to change and modification in subsequent years.

The Village of Sugar Grove (Village) devotes a large portion of its annual budget to capital projects in order to maintain or improve the level of service expected by its citizens. That level of service can only be assured if adequate consideration is given to maintaining and expanding public facilities and infrastructure. If a government fails to maintain its capital assets, equipment, facilities and infrastructure will deteriorate more quickly and necessitate costly emergency allocations of financial resources. Development of a CIP will ensure sound fiscal management and allow for careful planning of projects.

A complete, properly developed CIP has the following benefits:

- Facilitates coordination between capital needs and the operating budgets.
- Enhances the community's credit rating, control of its tax rate, and avoids sudden changes in its debt service requirements.
- Identifies the most economical means of financing capital projects.
- Increases opportunities for obtaining federal and state aid.
- Relates long-range planning such as the Comprehensive Plan, Water System Study, and other long-term planning to public facilities and other public and private development.
- Focuses attention on community objectives and fiscal capacity.
- Keeps the public informed about future needs and projects.
- Coordinates the activities of neighboring and overlapping units of local government to reduce duplication.
- Encourages careful project planning and design to avoid costly mistakes and help a community reach desired goals.

## **Village of Sugar Grove Steps to the Capital Improvement Program**

There are certain steps that should be undertaken during the development of a CIP which are as follows:

- 1) Capital planning requires effective leadership and the involvement and cooperation of all municipal departments. The Finance Director was designated as the CIP Coordinator. The Coordinator is responsible for initiating the process, scheduling all meetings, involving the necessary staff, and keeping the process moving forward.
- 2) An inventory of existing capital assets was taken for the April 30, 2005 financial statement audit due to the requirements under Governmental Accounting Standards Board (GASB) Standard 34. Details of all infrastructure have not been obtained at this time because it was not required due to the Village's size.
- 3) The next step is to identify projects underway, determine whether additional funds are required, and determine the amount of unspent funds available from completed and discontinued projects. The Finance Director and Public Works Department examine the previous CIP to determine the status of each project included. The Village updates its CIP every year during the budget process.
- 4) There are only so many projects that the Village can take on during a given period financially. The Finance Director analyzed the Village's ability to afford major expenditures. This analysis included examining recent and anticipated trends in revenues, expenditures, debt and unfunded liabilities such as pension costs.
- 5) A form was developed, using multiple examples, to be used to submit CIP projects. The CIP Coordinator met with and solicited departmental recommendations for CIP projects. The project requests included a clear statement of the need and justification for the project, its costs, its net effect on the operating budget, and an implementation schedule.
- 6) The Finance Director then examined each project to determine the best funding source available. Staff felt that it was extremely important to identify a funding source because without it, the project would most likely not be completed.
- 7) The presentation to and approval by the Board is just the beginning. The CIP is a dynamic document that must be monitored, reviewed, and updated as necessary.

**Village of Sugar Grove**  
**The Village of Sugar Grove Capital Improvement Program**

The current CIP covers fiscal years ending (FYE) 2012 through 2016 and reflects a wide variety of capital projects including infrastructure. The total costs included in the CIP for those 5 years are approximately \$16.8 million. Several transportation (roads) and water (wells and storage facilities) projects were previously included, however, these projects have been removed indefinitely until the economy and housing market begin to recover.

The first page of the CIP includes summary level information as follows:

- 1) Project Summary by Department – categorizes projects under Administration, Community Development, Finance, Police, and Public Works
- 2) Project Summary by Type – categorizes projects under Public Buildings, Transportation, Water, Sanitary Sewer, Storm Sewer, Fleet, and Equipment
- 3) Fund Source by Type – categorizes which funding sources will be utilized

Each type of project as listed above then has its own summary page. The next eight pages of the CIP contain a listing of projects included in that type. In addition, these pages also categorize the applicable projects into department and funding source.

The remainder of the CIP is comprised of a collection of individual capital project detail sheets. The project detail sheet for a project includes its name, description, justification, estimated cost, the year in which it will be started or acquired, the amount expected to be expended on the project each year, the proposed method of financing these expenditures, and the annual impact upon the operating budget.

The Village has done its best to estimate the annual impact on the operating budget. Public Buildings, Transportation, Water, Sanitary Sewer, and Storm Sewer are difficult at best to estimate based on the small amount of historical data the Village has due to the it's small size at approximately 9,000 residents and current staff of approximately 37 full-time equivalents. The Village does realize we will have increased operating costs for each of these assets and is actively working toward a means of identifying that information.

VILLAGE OF SUGAR GROVE  
 FYE 2012 - 2016 CAPITAL IMPROVEMENT PROGRAM  
 PROJECT SUMMARY BY DEPARTMENT

Department	Through FY2009-10	Estimated FY2010-11	Approved FY2011-12	Projected FY2012-13	Projected FY2013-14	Projected FY2014-15	Projected FY2015-16	TOTAL
Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Community Development	-	-	-	-	-	-	49,964	49,964
Finance	-	-	-	-	-	425,000	425,000	850,000
Police	-	-	-	263,178	-	125,250	283,416	671,844
Public Works	-	100,000	1,048,858	1,931,966	3,358,665	2,824,337	6,004,316	15,268,142
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ 100,000</b>	<b>\$ 1,048,858</b>	<b>\$ 2,195,144</b>	<b>\$ 3,358,665</b>	<b>\$ 3,374,587</b>	<b>\$ 6,762,686</b>	<b>\$ 16,839,940</b>

VILLAGE OF SUGAR GROVE  
 FYE 2012 - 2016 CAPITAL IMPROVEMENT PROGRAM  
 PROJECT SUMMARY BY TYPE

Type	Through FY2009-10	Estimated FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16	TOTAL
Public Buildings (PB)	\$ -	\$ -	\$ -	\$ -	\$ 2,317,000	\$ -	\$ 184,000	\$ 2,501,000
Transportation (TR)	-	100,000	627,265	1,240,587	88,999	223,679	223,679	2,504,209
Water (WA)	-	-	347,285	102,810	-	1,725,285	3,564,000	5,739,380
Sanitary Sewer (SA)	-	-	-	-	-	-	250,000	250,000
Storm Sewer (ST)	-	-	-	-	-	-	841,118	841,118
Fleet (FL)	-	-	74,308	372,984	915,927	1,000,623	1,237,767	3,601,609
Equipment (EQ)	-	-	-	478,763	36,739	425,000	462,122	1,402,624
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ 100,000</b>	<b>\$ 1,048,858</b>	<b>\$ 2,195,144</b>	<b>\$ 3,358,665</b>	<b>\$ 3,374,587</b>	<b>\$ 6,762,686</b>	<b>\$ 16,839,940</b>

VILLAGE OF SUGAR GROVE  
 FYE 2012 - 2016 CAPITAL IMPROVEMENT PROGRAM  
 FUNDING SOURCE BY TYPE

Type	Through FY2009-10	Estimated FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16	TOTAL
1. Operating Revenues	\$ -	\$ 100,000	\$ 272,100	\$ 143,863	\$ -	\$ -	\$ -	\$ 515,963
2. Motor Fuel Tax	-	-	208,385	89,687	88,999	223,679	223,679	834,429
3. Equipment Replacement Fees	-	-	74,308	851,747	578,834	409,700	666,349	2,580,938
4. Capital Improvement Fees	-	-	-	-	2,690,832	1,015,923	1,217,540	4,924,295
5. Water Tap-On Fees	-	-	347,285	102,810	-	1,300,805	-	1,750,900
6. Sewer Tap-On Fees	-	-	-	-	-	-	841,118	841,118
7. General Obligation Bonds	-	-	-	-	-	-	-	-
8. Alternate Revenue Bonds	-	-	-	-	-	-	-	-
9. Revenue Bonds	-	-	-	-	-	-	-	-
10. Developer Contributions	-	-	-	-	-	424,480	3,814,000	4,238,480
11. State Grant/Loan	-	-	-	143,862	-	-	-	143,862
12. Federal Grant/Loan	-	-	146,780	863,175	-	-	-	1,009,955
13. Road Impact Fees	-	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ 100,000</b>	<b>\$ 1,048,858</b>	<b>\$ 2,195,144</b>	<b>\$ 3,358,665</b>	<b>\$ 3,374,587</b>	<b>\$ 6,762,686</b>	<b>\$ 16,839,940</b>

VILLAGE OF SUGAR GROVE  
 FYE 2012 - 2016 CAPITAL IMPROVEMENT PROGRAM  
 PUBLIC BUILDINGS SUMMARY BY PROJECT

Project	Through FY2009-10	Estimated FY2010-11	Approved FY2011-12	Projected FY2012-13	Projected FY2013-14	Projected FY2014-15	Projected FY2015-16	TOTAL
Paint Interior & Exterior - PW	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ 300,000
Additional Salt Storage Facility	-	-	-	-	379,500	-	-	379,500
Anti-Icing Facility	-	-	-	-	137,500	-	-	137,500
Expansion of Public Works Facility	-	-	-	-	1,500,000	-	-	1,500,000
Fueling Facility	-	-	-	-	-	-	184,000	184,000
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,317,000</b>	<b>\$ -</b>	<b>\$ 184,000</b>	<b>\$ 2,501,000</b>

VILLAGE OF SUGAR GROVE  
 FYE 2012 - 2016 CAPITAL IMPROVEMENT PROGRAM  
 PUBLIC BUILDINGS SUMMARY BY DEPARTMENT

Department	Through FY2009-10	Estimated FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16	TOTAL
Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Community Development	-	-	-	-	-	-	-	-
Finance	-	-	-	-	-	-	-	-
Police	-	-	-	-	-	-	-	-
Public Works	-	-	-	-	2,317,000	-	184,000	2,501,000
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,317,000</b>	<b>\$ -</b>	<b>\$ 184,000</b>	<b>\$ 2,501,000</b>

VILLAGE OF SUGAR GROVE  
 FYE 2012 - 2016 CAPITAL IMPROVEMENT PROGRAM  
 FUNDING SOURCE BY TYPE

Type	Through FY2009-10	Estimated FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16	TOTAL
1. Operating Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Motor Fuel Tax	-	-	-	-	-	-	-	-
3. Equipment Replacement Fees	-	-	-	-	-	-	-	-
4. Capital Improvement Fees	-	-	-	-	2,317,000	-	184,000	2,501,000
5. Water Tap-On Fees	-	-	-	-	-	-	-	-
6. Sewer Tap-On Fees	-	-	-	-	-	-	-	-
7. General Obligation Bonds	-	-	-	-	-	-	-	-
8. Alternate Revenue Bonds	-	-	-	-	-	-	-	-
9. Revenue Bonds	-	-	-	-	-	-	-	-
10. Developer Contributions	-	-	-	-	-	-	-	-
11. State Grant/Loan	-	-	-	-	-	-	-	-
12. Federal Grant/Loan	-	-	-	-	-	-	-	-
13. Road Impact Fees	-	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,317,000</b>	<b>\$ -</b>	<b>\$ 184,000</b>	<b>\$ 2,501,000</b>

VILLAGE OF SUGAR GROVE  
 FYE 2012 - 2016 CAPITAL IMPROVEMENT PROGRAM  
 TRANSPORTATION SUMMARY BY PROJECT

Project	Through FY2009-10	Estimated FY2010-11	Approved FY2011-12	Projected FY2012-13	Projected FY2013-14	Projected FY2014-15	Projected FY2015-16	TOTAL
IL Route 47 - N & S of Cross St	\$ -	\$ 100,000	\$ 102,100	\$ 1,150,900	\$ -	\$ -	\$ -	\$ 1,353,000
MFT Program - 2012	-	-	81,035	-	-	-	-	81,035
2011 Street Maintenance Program	-	-	170,000	-	-	-	-	170,000
Granart Road LAPP Project	-	-	274,130	-	-	-	-	274,130
MFT Program - 2013	-	-	-	89,687	-	-	-	89,687
MFT Program - 2014	-	-	-	-	88,999	-	-	88,999
MFT Program - 2015	-	-	-	-	-	223,679	-	223,679
MFT Program - 2016	-	-	-	-	-	-	223,679	223,679
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ 100,000</b>	<b>\$ 627,265</b>	<b>\$ 1,240,587</b>	<b>\$ 88,999</b>	<b>\$ 223,679</b>	<b>\$ 223,679</b>	<b>\$ 2,504,209</b>

VILLAGE OF SUGAR GROVE  
 FYE 2012 - 2016 CAPITAL IMPROVEMENT PROGRAM  
 TRANSPORTATION SUMMARY BY DEPARTMENT

Department	Through FY2009-10	Estimated FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16	TOTAL
Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Community Development	-	-	-	-	-	-	-	-
Finance	-	-	-	-	-	-	-	-
Police	-	-	-	-	-	-	-	-
Public Works	-	100,000	627,265	1,240,587	88,999	223,679	223,679	2,504,209
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ 100,000</b>	<b>\$ 627,265</b>	<b>\$ 1,240,587</b>	<b>\$ 88,999</b>	<b>\$ 223,679</b>	<b>\$ 223,679</b>	<b>\$ 2,504,209</b>

VILLAGE OF SUGAR GROVE  
 FYE 2012 - 2016 CAPITAL IMPROVEMENT PROGRAM  
 FUNDING SOURCE BY TYPE

Type	Through FY2009-10	Estimated FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16	TOTAL
1. Operating Revenues	\$ -	\$ 100,000	\$ 272,100	\$ 143,863	\$ -	\$ -	\$ -	\$ 515,963
2. Motor Fuel Tax	-	-	208,385	89,687	88,999	223,679	223,679	834,429
3. Equipment Replacement Fees	-	-	-	-	-	-	-	-
4. Capital Improvement Fees	-	-	-	-	-	-	-	-
5. Water Tap-On Fees	-	-	-	-	-	-	-	-
6. Sewer Tap-On Fees	-	-	-	-	-	-	-	-
7. General Obligation Bonds	-	-	-	-	-	-	-	-
8. Alternate Revenue Bonds	-	-	-	-	-	-	-	-
9. Revenue Bonds	-	-	-	-	-	-	-	-
10. Developer Contributions	-	-	-	-	-	-	-	-
11. State Grant/Loan	-	-	-	143,862	-	-	-	143,862
12. Federal Grant/Loan	-	-	146,780	863,175	-	-	-	1,009,955
13. Road Impact Fees	-	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ 100,000</b>	<b>\$ 627,265</b>	<b>\$ 1,240,587</b>	<b>\$ 88,999</b>	<b>\$ 223,679</b>	<b>\$ 223,679</b>	<b>\$ 2,504,209</b>

VILLAGE OF SUGAR GROVE  
 FYE 2012 - 2016 CAPITAL IMPROVEMENT PROGRAM  
 WATER SUMMARY BY PROJECT

Project	Through FY2009-10	Estimated FY2010-11	Approved FY2011-12	Projected FY2012-13	Projected FY2013-14	Projected FY2014-15	Projected FY2015-16	TOTAL
Mallard Point to Settlers Ridge Water Main	-	-	347,285	-	-	-	-	347,285
75 Railroad Street Paving	-	-	-	102,810	-	-	-	102,810
Settlers Ridge to Harkes and Winthrop Water Main	-	-	-	-	-	1,300,805	-	1,300,805
Denny Road EWST	-	-	-	-	-	424,480	3,564,000	3,988,480
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 347,285</b>	<b>\$ 102,810</b>	<b>\$ -</b>	<b>\$ 1,725,285</b>	<b>\$ 3,564,000</b>	<b>\$ 5,739,380</b>

VILLAGE OF SUGAR GROVE  
 FYE 2012 - 2016 CAPITAL IMPROVEMENT PROGRAM  
 WATER SUMMARY BY DEPARTMENT

Department	Through FY2009-10	Estimated FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16	TOTAL
Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Community Development	-	-	-	-	-	-	-	-
Finance	-	-	-	-	-	-	-	-
Police	-	-	-	-	-	-	-	-
Public Works	-	-	347,285	102,810	-	1,725,285	3,564,000	5,739,380
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 347,285</b>	<b>\$ 102,810</b>	<b>\$ -</b>	<b>\$ 1,725,285</b>	<b>\$ 3,564,000</b>	<b>\$ 5,739,380</b>

VILLAGE OF SUGAR GROVE  
 FYE 2012 - 2016 CAPITAL IMPROVEMENT PROGRAM  
 FUNDING SOURCE BY TYPE

Type	Through FY2009-10	Estimated FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16	TOTAL
1. Operating Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
2. Motor Fuel Tax	-	-	-	-	-	-	-	-
3. Equipment Replacement Fees	-	-	-	-	-	-	-	-
4. Capital Improvement Fees	-	-	-	-	-	-	-	-
5. Water Tap-On Fees	-	-	347,285	102,810	-	1,300,805	-	1,750,900
6. Sewer Tap-On Fees	-	-	-	-	-	-	-	-
7. General Obligation Bonds	-	-	-	-	-	-	-	-
8. Alternate Revenue Bonds	-	-	-	-	-	-	-	-
9. Revenue Bonds	-	-	-	-	-	-	-	-
10. Developer Contributions	-	-	-	-	-	424,480	3,564,000	3,988,480
11. State Grant/Loan	-	-	-	-	-	-	-	-
12. Federal Grant/Loan	-	-	-	-	-	-	-	-
13. Road Impact Fees	-	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 347,285</b>	<b>\$ 102,810</b>	<b>\$ -</b>	<b>\$ 1,725,285</b>	<b>\$ 3,564,000</b>	<b>\$ 5,739,380</b>

VILLAGE OF SUGAR GROVE  
 FYE 2012 - 2016 CAPITAL IMPROVEMENT PROGRAM  
 SANITARY SEWER SUMMARY BY PROJECT

Project	Through FY2009-10	Estimated FY2010-11	Approved FY2011-12	Projected FY2012-13	Projected FY2013-14	Projected FY2014-15	Projected FY2015-16	TOTAL
1st and Grove Street - line under tracks	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ 250,000
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 250,000</b>	<b>\$ 250,000</b>

VILLAGE OF SUGAR GROVE  
 FYE 2012 - 2016 CAPITAL IMPROVEMENT PROGRAM  
 SANITARY SEWER SUMMARY BY DEPARTMENT

Department	Through FY2009-10	Estimated FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16	TOTAL
Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Community Development	-	-	-	-	-	-	-	-
Finance	-	-	-	-	-	-	-	-
Police	-	-	-	-	-	-	-	-
Public Works	-	-	-	-	-	-	250,000	250,000
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 250,000</b>	<b>\$ 250,000</b>

VILLAGE OF SUGAR GROVE  
 FYE 2012 - 2016 CAPITAL IMPROVEMENT PROGRAM  
 FUNDING SOURCE BY TYPE

Type	Through FY2009-10	Estimated FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16	TOTAL
1. Operating Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Motor Fuel Tax	-	-	-	-	-	-	-	-
3. Equipment Replacement Fees	-	-	-	-	-	-	-	-
4. Capital Improvement Fees	-	-	-	-	-	-	-	-
5. Water Tap-On Fees	-	-	-	-	-	-	-	-
6. Sewer Tap-On Fees	-	-	-	-	-	-	-	-
7. General Obligation Bonds	-	-	-	-	-	-	-	-
8. Alternate Revenue Bonds	-	-	-	-	-	-	-	-
9. Revenue Bonds	-	-	-	-	-	-	-	-
10. Developer Contributions	-	-	-	-	-	-	250,000	250,000
11. State Grant/Loan	-	-	-	-	-	-	-	-
12. Federal Grant/Loan	-	-	-	-	-	-	-	-
13. Road Impact Fees	-	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 250,000</b>	<b>\$ 250,000</b>

VILLAGE OF SUGAR GROVE  
 FYE 2012 - 2016 CAPITAL IMPROVEMENT PROGRAM  
 STORM SEWER SUMMARY BY PROJECT

Project	Through FY2009-10	Estimated FY2010-11	Approved FY2011-12	Projected FY2012-13	Projected FY2013-14	Projected FY2014-15	Projected FY2015-16	TOTAL
East Stormwater/Street Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 841,118	\$ 841,118
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 841,118</b>	<b>\$ 841,118</b>

VILLAGE OF SUGAR GROVE  
 FYE 2012 - 2016 CAPITAL IMPROVEMENT PROGRAM  
 STORM SEWER SUMMARY BY DEPARTMENT

Department	Through FY2009-10	Estimated FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16	TOTAL
Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Community Development	-	-	-	-	-	-	-	-
Finance	-	-	-	-	-	-	-	-
Police	-	-	-	-	-	-	-	-
Public Works	-	-	-	-	-	-	841,118	841,118
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 841,118</b>	<b>\$ 841,118</b>

VILLAGE OF SUGAR GROVE  
 FYE 2012 - 2016 CAPITAL IMPROVEMENT PROGRAM  
 FUNDING SOURCE BY TYPE

Type	Through FY2009-10	Estimated FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16	TOTAL
1. Operating Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Motor Fuel Tax	-	-	-	-	-	-	-	-
3. Equipment Replacement Fees	-	-	-	-	-	-	-	-
4. Capital Improvement Fees	-	-	-	-	-	-	-	-
5. Water Tap-On Fees	-	-	-	-	-	-	-	-
6. Sewer Tap-On Fees	-	-	-	-	-	-	841,118	841,118
7. General Obligation Bonds	-	-	-	-	-	-	-	-
8. Alternate Revenue Bonds	-	-	-	-	-	-	-	-
9. Revenue Bonds	-	-	-	-	-	-	-	-
10. Developer Contributions	-	-	-	-	-	-	-	-
11. State Grant/Loan	-	-	-	-	-	-	-	-
12. Federal Grant/Loan	-	-	-	-	-	-	-	-
13. Road Impact Fees	-	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 841,118</b>	<b>\$ 841,118</b>

VILLAGE OF SUGAR GROVE  
 FYE 2012 - 2016 CAPITAL IMPROVEMENT PROGRAM  
 FLEET SUMMARY BY PROJECT

Project	Through FY2009-10	Estimated FY2010-11	Approved FY2011-12	Projected FY2012-13	Projected FY2013-14	Projected FY2014-15	Projected FY2015-16	TOTAL
Ford Crown Victoria - #41	\$ -	\$ -	\$ -	\$ 43,863	\$ -	\$ -	\$ 47,236	\$ 91,099
Ford Crown Victoria - #42	-	-	-	43,863	-	-	47,236	91,099
Ford Crown Victoria - #43	-	-	-	43,863	-	-	47,236	91,099
Ford Crown Victoria - #44	-	-	-	43,863	-	-	47,236	91,099
Ford Crown Victoria - #45	-	-	-	43,863	-	-	47,236	91,099
Ford Crown Victoria - #46 (S)	-	-	-	-	-	46,084	-	46,084
Ford Crown Victoria - #47 (I)	-	-	-	-	-	32,095	-	32,095
Ford Crown Victoria - #49	-	-	-	43,863	-	-	47,236	91,099
Ford Crown Victoria - #50 (S)	-	-	-	-	-	47,071	-	47,071
Subtotal - Police	-	-	-	263,178	-	125,250	283,416	671,844
1 Ton Dump with Plow	-	-	74,308	-	-	-	-	74,308
10 Yard Dump with Plow	-	-	-	-	148,585	-	-	148,585
4 x 4 Pickup Truck with Plow	-	-	-	-	43,863	-	-	43,863
4 x 4 Pickup Truck with Plow	-	-	-	-	43,863	-	-	43,863
10 Yard Dump with Plow	-	-	-	-	148,585	-	-	148,585
5 Yard Dump with V-Box & Wing	-	-	-	-	156,559	-	-	156,559
10 Yard Dump with V-Box	-	-	-	-	148,585	-	-	148,585
1 Ton Dump with Plow	-	-	-	-	-	80,022	-	80,022
1 Ton Dump with Plow	-	-	-	-	-	80,022	-	80,022
Sweeper	-	-	-	-	-	187,330	-	187,330
4 x 4 Pickup Truck with Plow	-	-	-	-	-	-	46,084	46,084
5 Yard V-Box with Plow	-	-	-	-	-	-	118,642	118,642
5 Yard Dump with Plow	-	-	-	-	-	-	137,374	137,374
5 Yard Dump with Plow	-	-	-	-	-	-	164,485	164,485
4 x 4 Utility Truck with Plow	-	-	-	-	-	-	72,165	72,165
Subtotal - Streets	-	-	74,308	-	690,040	347,374	538,750	1,650,472
4 x 4 Utility Truck with Plow	-	-	-	-	-	70,405	-	70,405
Subtotal - Building Maintenance	-	-	-	-	-	70,405	-	70,405
Dodge Dakota Pickup - CD 2	-	-	-	-	-	-	24,977	24,977
Dodge Dakota Pickup - CD 6	-	-	-	-	-	-	24,977	24,977
Subtotal - Community Development	-	-	-	-	-	-	49,954	49,954
4 x 4 Pickup Truck with Plow	-	-	-	42,793	-	-	-	42,793
4 x 4 Utility Truck with Plow	-	-	-	67,013	-	-	-	67,013
Ford Explorer - #1	-	-	-	-	29,718	-	-	29,718
4 x 4 Club Cab with Plow	-	-	-	-	49,411	-	-	49,411
1 Ton Dump with Plow	-	-	-	-	78,070	-	-	78,070
4 x 4 Utility Truck with Plow	-	-	-	-	68,688	-	-	68,688
4 x 4 Utility Truck with Plow	-	-	-	-	-	70,405	-	70,405
5 Yard Dump with Plow	-	-	-	-	-	134,023	-	134,023
Ford Explorer - #4	-	-	-	-	-	30,461	-	30,461
4 x 4 Utility Truck with Plow	-	-	-	-	-	70,405	-	70,405
10 Yard Dump with Plow	-	-	-	-	-	152,300	-	152,300
10 Yard Dump with Plow	-	-	-	-	-	-	156,108	156,108
4 x 4 Utility Truck with Plow	-	-	-	-	-	-	72,165	72,165
5 Yard Dump with Plow	-	-	-	-	-	-	137,374	137,374
Subtotal - Utilities	-	-	-	109,806	225,887	457,594	365,647	1,158,934
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 74,308</b>	<b>\$ 372,984</b>	<b>\$ 915,927</b>	<b>\$ 1,000,623</b>	<b>\$ 1,237,767</b>	<b>\$ 3,601,609</b>

VILLAGE OF SUGAR GROVE  
 FYE 2012 - 2016 CAPITAL IMPROVEMENT PROGRAM  
 FLEET SUMMARY BY DEPARTMENT

Department	Through FY2009-10	Estimated FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16	TOTAL
Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Community Development	-	-	-	-	-	-	49,954	49,954
Finance	-	-	-	-	-	-	-	-
Police	-	-	-	263,178	-	125,250	283,416	671,844
Public Works	-	-	74,308	109,806	915,927	875,373	904,397	2,879,811
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 74,308</b>	<b>\$ 372,984</b>	<b>\$ 915,927</b>	<b>\$ 1,000,623</b>	<b>\$ 1,237,767</b>	<b>\$ 3,601,609</b>

VILLAGE OF SUGAR GROVE  
 FYE 2012 - 2016 CAPITAL IMPROVEMENT PROGRAM  
 FUNDING SOURCE BY TYPE

Type	Through FY2009-10	Estimated FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16	TOTAL
1. Operating Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Motor Fuel Tax	-	-	-	-	-	-	-	-
3. Equipment Replacement Fees	-	-	74,308	372,984	542,095	409,700	629,227	2,028,314
4. Capital Improvement Fees	-	-	-	-	373,832	590,923	608,540	1,573,295
5. Water Tap-On Fees	-	-	-	-	-	-	-	-
6. Sewer Tap-On Fees	-	-	-	-	-	-	-	-
7. General Obligation Bonds	-	-	-	-	-	-	-	-
8. Alternate Revenue Bonds	-	-	-	-	-	-	-	-
9. Revenue Bonds	-	-	-	-	-	-	-	-
10. Developer Contributions	-	-	-	-	-	-	-	-
11. State Grant/Loan	-	-	-	-	-	-	-	-
12. Federal Grant/Loan	-	-	-	-	-	-	-	-
13. Road Impact Fees	-	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 74,308</b>	<b>\$ 372,984</b>	<b>\$ 915,927</b>	<b>\$ 1,000,623</b>	<b>\$ 1,237,767</b>	<b>\$ 3,601,609</b>

VILLAGE OF SUGAR GROVE  
 FYE 2012 - 2016 CAPITAL IMPROVEMENT PROGRAM  
 EQUIPMENT SUMMARY BY PROJECT

Project	Through FY2009-10	Estimated FY2010-11	Approved FY2011-12	Projected FY2012-13	Projected FY2013-14	Projected FY2014-15	Projected FY2015-16	TOTAL
Wheel Loader with Plow	\$ -	\$ -	\$ -	\$ 120,969	\$ -	\$ -	\$ -	\$ 120,969
Tractor	-	-	-	-	36,739	-	-	36,739
Brush Chipper	-	-	-	-	-	-	37,122	37,122
Financial Software and Related Hardware	-	-	-	-	-	425,000	425,000	850,000
125 Kw Generator	-	-	-	148,585	-	-	-	148,585
Air Compressor	-	-	-	29,718	-	-	-	29,718
Backhoe	-	-	-	130,754	-	-	-	130,754
Excavator	-	-	-	48,737	-	-	-	48,737
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 478,763</b>	<b>\$ 36,739</b>	<b>\$ 425,000</b>	<b>\$ 462,122</b>	<b>\$ 1,402,624</b>

VILLAGE OF SUGAR GROVE  
 FYE 2012 - 2016 CAPITAL IMPROVEMENT PROGRAM  
 EQUIPMENT SUMMARY BY DEPARTMENT

Department	Through FY2009-10	Estimated FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16	TOTAL
Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Community Development	-	-	-	-	-	-	-	-
Finance	-	-	-	-	-	425,000	425,000	850,000
Police	-	-	-	-	-	-	-	-
Public Works	-	-	-	478,763	36,739	-	37,122	552,624
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 478,763</b>	<b>\$ 36,739</b>	<b>\$ 425,000</b>	<b>\$ 462,122</b>	<b>\$ 1,402,624</b>

VILLAGE OF SUGAR GROVE  
 FYE 2012 - 2016 CAPITAL IMPROVEMENT PROGRAM  
 FUNDING SOURCE BY TYPE

Type	Through FY2009-10	Estimated FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16	TOTAL
1. Operating Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Motor Fuel Tax	-	-	-	-	-	-	-	-
3. Equipment Replacement Fees	-	-	-	478,763	36,739	-	37,122	552,624
4. Capital Improvement Fees	-	-	-	-	-	425,000	425,000	850,000
5. Water Tap-On Fees	-	-	-	-	-	-	-	-
6. Sewer Tap-On Fees	-	-	-	-	-	-	-	-
7. General Obligation Bonds	-	-	-	-	-	-	-	-
8. Alternate Revenue Bonds	-	-	-	-	-	-	-	-
9. Revenue Bonds	-	-	-	-	-	-	-	-
10. Developer Contributions	-	-	-	-	-	-	-	-
11. State Grant/Loan	-	-	-	-	-	-	-	-
12. Federal Grant/Loan	-	-	-	-	-	-	-	-
13. Road Impact Fees	-	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 478,763</b>	<b>\$ 36,739</b>	<b>\$ 425,000</b>	<b>\$ 462,122</b>	<b>\$ 1,402,624</b>

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** JUSTIN VANVOOREN, FINANCE DIRECTOR  
**SUBJECT:** DISCUSSION: CAPITAL IMPROVEMENT PROGRAM  
**AGENDA:** MAY 3, 2011 REGULAR BOARD MEETING  
**DATE:** APRIL 28, 2011

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**ISSUE**

Shall the Village Board approve a Capital Improvement Program (CIP) plan.

**DISCUSSION**

The Village Board approved the fiscal year 2011-2012 Budget at the April 19, 2011 Regular Board meeting.

Standard & Poor's, the Villages credit rating agency, looks favorably upon the approval of a CIP due to the foresight and planning involved. Approval will allow the Village to maintain or improve the Village's current bond rating. Finance staff met with each department to determine what should be included and summarized those in the CIP plan. The approved fiscal year 2011-2012 budget and projected fiscal year 2012-2013 and fiscal year 2013-2014 budgets contain the first 3 years of projects as delineated in the CIP.

Attached are an executive summary, the overall summary sheet, and summary sheets for each project type.

**COST**

There are no costs associated with approval of the CIP.

**RECOMMENDATION**

That the Village Board approve the fiscal year 2012 – 2016 Capital Improvement Program (CIP) plan.

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS  
GEOFF PAYTON, STREETS & PROPERTIES SUPERVISOR  
**SUBJECT:** DISCUSSION: IL 47 & CROSS STREET STP PROJECT  
**AGENDA:** MAY 3, 2011 COMMITTEE OF THE WHOLE MEETING  
**DATE:** APRIL 26, 2011

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**ISSUE**

Engineering Enterprises, Inc. will provide an update on the Preliminary Engineering Services for the IL 47 & Cross Street Intersection Improvement STP Project.

**DISCUSSION**

At the February 12, 2010 Regular Board Meeting, the Village Board reviewed a proposal from Engineering Enterprises, Inc. (EEI) for the IL 47 & Cross Street Intersection Improvement STP Project. The project consists of constructing right turn lanes on the north, south and east legs of the intersection. Additional work will include storm sewer, utility adjustments, traffic signal modification, guardrail, and curb and gutter.

Engineering Enterprises, Inc. will provide an update on the Preliminary Engineering for the IL 47 & Cross Street Intersection Improvement STP Project.

**COST**

There are no costs associated with this discussion.

**RECOMMENDATION**

No action is required at this time.

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** RICHARD YOUNG, COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** DISCUSSION: BRICK PAVER DRIVEWAY APRONS  
**AGENDA:** MAY 3, 2011 COMMITTEE OF THE WHOLE  
**DATE:** MAY 2, 2011

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**ISSUE**

Should the Village allow brick paver's driveway aprons within the Village right-of-way.

**DISCUSSION**

On more than one occasion over the last few years contactors and home owners have requested that they be allowed to replace their concrete or asphalt driveway aprons, located in the Village right-of-way, with brick pavers. The basic idea is that they would like to match their driveway apron with their new driveway material. At this time the Village Subdivision Ordinance would not allow the use of paver's within the apron area of private driveways located within the Village right-of-way.

Starting in 2003 there was a lengthy discussion over the course of many different meetings regarding the placement of brick mail boxes within the Village right-of-way. After much review and debate, in 2006 it was decided that the Village would allow masonry mailboxes within the right-of-way with a set of design standards, a hold harmless/release of liability agreement signed by the home owner and requirement that a building permit be issued for this type of construction.

With regards to brick pavers within the right-of-way, other municipalities in the area have allowed non-standard pavement materials such as stamped concrete, colored concrete, stamped asphalt and brick pavers to be located in the right-of-way. The property owner must file with the Kane County Recorder's Office a "Non-Standard Pavement ROW Permit Agreement and Covenant" running with the land that states that the Village will neither replace nor pay for the cost of any non-standard pavement materials even if it is damaged by the Village during work within the right-of-way. Staff recommends that the use of non-standard pavement be allowed in the right-of-way with the recording of this type of agreement and the issuance of a building permit. We find that there should be no difference between a brick mail box within the right-of-way and a non-standard pavement apron within the Village right-of-way. If it is the desire of the Committee to move forward with this item, Staff and the Village Attorney will develop the

documents needed for recording noted above and review the current right-of-way permit guide lines that are used for the issuance of a mail box permit.

### **COST**

There have been no outside Village Attorney or engineering services costs associated with this proposal to date. A limited amount of Village Attorney time will be needed to review draft documents.

### **RECOMMENDATION**

That the Committee reviews the staff report and direct staff to place an Ordinance on a future Village Board agenda which would allow for private driveway brick paver's aprons within the Village right-of-way.

# Illinois Cash Farm Lease

**To use this lease form:** Complete two identical copies – one for the Lessor (Landowner) and one for the Lessee (Tenant). Cross out any provisions that are not to become a part of the contract and add any additional provisions that are desired. If preparing the lease manually, use ink or typewriter; however, the web-based lease form can be filled in on-line before printing. This lease form is available on the farmdoc website at [http://www.farmdoc.uiuc.edu/legal/farm\\_lease\\_forms\\_abs.html](http://www.farmdoc.uiuc.edu/legal/farm_lease_forms_abs.html). Additional leasing information can be found in the Leasing Fact Sheets prepared by University of Illinois Farm Business Management Educators located at [http://www.farmdoc.uiuc.edu/manage/leasing\\_fact\\_sheets.html](http://www.farmdoc.uiuc.edu/manage/leasing_fact_sheets.html). Note: A lease creates and alters legal rights; thus, Landowners and Tenants may want to discuss specific lease provisions with their respective legal advisors.

**Date and names of parties.** This lease is entered into on April 28, 2011, between:

Lessor(s) (Insert Landowner's exact name): The Village of Sugar Grove

whose mailing address is 10 Municipal Drive, Sugar Grove, Illinois 60554,

and

Lessee(s) (Insert Tenant's exact name): Sam Beiriger

whose mailing address is PO Box 560, Sugar Grove, Illinois 60554,

and whose Social Security Number or Employer Identification Number is \_\_\_\_\_

The parties to this lease agree to the following provisions.

## Section 1. Description of Rented Land and Length of Tenure

**A. Description of Land.** The Landowner (Lessor) rents and leases to the Tenant (Lessee), to occupy and to use for agricultural purposes only, the following real estate located in the County of Kane and the State of Illinois, and described as follows: part of the east half of the southeast quarter of Section 17, Township 38 North, Range 7 of the third principal meridian commonly known as the Applied for at FSA office farm and consisting of approximately 14 acres, together with all buildings and improvements thereon belonging to the Lessor, except none

**B. Length of tenure.** The term of this lease shall be from May 3, 2011, to December 1, 2011, and the Lessee shall surrender possession at the end of this term or at the end of any extension thereof. Extensions must be in writing and attached to this lease, and both parties agree that failure to execute an extension at least \_\_\_\_\_ months before the end of the current term shall be constructive notice of intent to allow the lease to expire.

## Section 2. Fixed Cash Rent (With Option for Indexing)

Tenant agrees to pay Landowner an annual fixed cash rent as identified below; however, if the "option for indexing" is also completed, the rent shall be adjusted as described in the option for the years following the first year.

**Fixed Rent:** The annual cash rent shall be the sum of \$ 800.00. This represents 14 acres of cropland at \$ \_\_\_\_\_ per acre, plus \_\_\_\_\_ acres of \_\_\_\_\_ at \$ \_\_\_\_\_ per acre, plus \_\_\_\_\_ acres of \_\_\_\_\_ at \$ \_\_\_\_\_ per acre, plus \_\_\_\_\_

**Option for Indexing:** After the first year, the annual cash rent for a particular lease year shall be the Fixed Rent identified above, but adjusted annually after the first year as follows: none

CAUTION: "Flexible Rent" may cause a lease to be treated like a "share lease" under federal regulations (e.g., 7 CFR 1412.504) stating how government agricultural program payments can be divided between landlord and tenant. Consult with your legal advisor.

## Section 2 (Alternate). Flexible Rent Using Option I, II, or III

Note: Strike either Section 2 or Section 2 (Alternate). The cash rent can be flexible and change each crop year. A base rent can be established and adjusted based upon yield and/or price fluctuations. The factors to be used in adjusting the rent in Options I and II must be listed below.

Crop(s)	Base cash rent (per acre)	Base yield (bu or ton/acre)	Base price (per bu or per ton)	Min. cash rent (per acre)	Max. cash rent (per acre)
	\$	\$	\$	\$	\$
_____	\$	\$	\$	\$	\$
_____	\$	\$	\$	\$	\$

The current price for the current year shall be the average price at close of day based on the following time period(s) and location(s):

Crop(s)	Price source
_____	_____ Day _____ Month through _____ Day _____ Month at _____
_____	_____ Day _____ Month through _____ Day _____ Month at _____
_____	_____ Day _____ Month through _____ Day _____ Month at _____

A. For each lease year, the per-acre base cash rent for each crop shall be adjusted at the close of the cropping season by one of the following methods:

**OPTION I – FLEXING FOR PRICE ONLY**

Crop(s)	Base rent	x (Current price + Base price)	=Rent/acre <sup>1</sup>	x Acres grown	= Adj. Rent for year
_____	\$	x \$	= \$	x	= \$
_____	\$	x \$	= \$	x	= \$
_____	\$	x \$	= \$	x	= \$
				Total all crops	= \$

**OPTION II – FLEXING FOR PRICE AND YIELD**

Crop(s)	Base rent	x (Current price + Base Price)	x (Current yld <sup>2</sup> + Base yld)	=Rent/acre <sup>1</sup>	x Acres grown	= Adj. Rent for year
_____	\$	x \$	x \$	= \$	x	= \$
_____	\$	x \$	x \$	= \$	x	= \$
_____	\$	x \$	x \$	= \$	x	= \$
					Total all crops	= \$

**OPTION III – OTHER PROCEDURE TO BE USED**

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B. Additional Rent for Inflexible items (complete at beginning of lease period)

Pasture	\$	_____
Hay land	\$	_____
Other inflexible cropland	\$	_____
Timber, wasteland	\$	_____
Farmstead	\$	_____

TOTAL INFLEXIBLE RENT \$ \_\_\_\_\_

C. TOTAL RENT FOR YEAR: Sum the Flexible cropland rent (calculated from Part A, Option I, II or III) and the Total Inflexible Rent (from Part B)  
\$ \_\_\_\_\_

<sup>1</sup> If calculated figure is less than "Min. cash rent" in "Basic Information," use the set minimum. If calculated figure is more than "Max cash rent" in "Basic Information," use the set maximum.

<sup>2</sup> The current yield shall be the "farm" yield for the current lease year.

### Section 3. Investments and Expenses

A. The Landlord agrees to furnish the property and to pay the items of expense listed below:

1. The above-described farm, including fixed improvements.
2. Materials for necessary repairs and improvements to buildings and permanent fences except as agreed to in B4 and amendments to this lease.
3. Skilled labor employed in making and repairing improvements and all labor for painting buildings.
4. Taxes on land, improvements, and personal property owned by the Lessor.
5. ~~Fire and wind insurance, at a fair replacement value, on the residence and all buildings owned by the Lessor and used by the Lessee in storing or housing grain, feed, livestock and equipment.~~
6. Ground limestone: Lessor is to furnish 0 \_\_\_\_\_ percent or share of total cost, including hauling and spreading.
7. ~~A water supply adequate for household use and \_\_\_\_\_ animal units of livestock.~~
8. Other items: \_\_\_\_\_

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B. The Lessee agrees to furnish the property and to pay the items of expense listed below:

1. All the machinery, equipment, labor, fuel, and power necessary to farm the premises properly.
2. ~~The hauling to the farm, except when otherwise agreed, of all material which the Lessor furnishes for making repairs and minor improvements, and the performing of labor, except skilled, required for such repairing and improving.~~
3. All seed, inoculation, disease-treatment materials, and fertilizers, except that which the Lessor agrees to furnish above.
4. The following described items and all other items of expense not furnished by the Lessor as provided in A:

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### Section 4. Tenant's Duties in Operating Farm

The Tenant further agrees to perform and carry out the stipulations below. (Strike out any not desired.)

**A. Activities required:**

- |   |   |
|---|---|
| <ol style="list-style-type: none"> <li>1. To cultivate the farm faithfully and in a timely, thorough, and businesslike manner.</li> <li>2. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds and grass cut.</li> <li>3. To haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements.</li> <li>4. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair.</li> <li>5. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.</li> <li>6. To keep the building, fences (including hedges), and other improvements in good repair and condition as they are when the Tenant takes possession or in as good repair and condition as they may be put by the Lessor during the term of the lease – ordinary wear, loss by fire, or unavoidable destruction excepted.</li> <li>7. To take proper care of all trees, vines, and shrubs, and to prevent injury to the same.</li> <li>8. To keep the farmstead neat and orderly.</li> <li>9. To prevent all unnecessary waste, or loss, or damage to the property of the Lessor.</li> <li>10. To comply with pollution control and environmental protection requirements as required by local, state, and federal agencies, as well as to implement soil erosion control practices to comply with the soil loss standards mandated by local, state, and federal agencies.</li> </ol> | <ol style="list-style-type: none"> <li>11. To use prudence and care in transporting, storing, handling, and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances; to read and follow label instructions for the use of such materials in order to avoid injury or damages to persons or property or both on the leased premises and adjoining areas; and to comply with state pesticide training, licensing, storing, and usage.</li> <li>12. Any chemicals for weed or insect control or other use, when used, should be applied at levels not to exceed the manufacturer's recommendation for the soil types involved. The Tenant agrees to provide to the Lessor, annually, a written report indicating the product name, amount, date of application and location of application of all pesticides, fertilizers, and seed used on the farm.</li> <li>13. No chemicals will be stored on the property for more than one year. When chemicals or petroleum products are stored on the farm, they will be only those planned to be used on the farm and they will be in closed, tight containers above ground and clearly marked. No chemicals or chemical containers will be disposed of on the property.</li> <li>14. To generally follow Natural Resource Conservation Service and Farm Service Agency recommendations and to maintain all other requirements necessary to qualify current and future farm operators to participate in federal farm programs.</li> <li>15. Other: _____<br/>                     _____<br/>                     _____<br/>                     _____</li> </ol> |
|---|---|

**B. Activities restricted.** The Tenant further agrees, unless the written consent of the Lessor has been obtained:

1. Not to assign this lease to any person or persons or sublet any part of the premises herein leased.
2. Not to erect or permit to be erected any structure or building or to incur any expense to the Lessor for such purposes.
3. Not to add electrical wiring, plumbing, or heating to any building. (If consent is given such additions must meet standards and requirements of power and insurance companies.)
4. Not to plow permanent pasture or meadowland.
5. Not to allow any stock on any tillable land except by annual agreement.
6. Not to burn or remove cornstalks, straw, or other crop residues grown upon the farm.
7. Not to cut live trees for sale purposes or personal uses.
8. Not to erect or permit to be erected any commercial advertising signs on the farm, other than seed variety signs.
9. Not to enter into any agreement, contract, or other farming or business arrangement that alters rights in the Lessor's security interest, right of entry, default or possession.
10. Not to permit, encourage, or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production, except as specifically noted here:  
\_\_\_\_\_
11. Other: \_\_\_\_\_  
\_\_\_\_\_

## Section 5. Management and Business Procedures

The Lessor and Tenant agree that they will observe the following provisions (Strike out any not desired.)

**A. General Cropping System.** Except when mutually decided otherwise, the land use and cropping shall be approximately as follows:

- 14 acres for rotated crops
- \_\_\_\_\_ acres in permanent pasture
- \_\_\_\_\_ acres in non-grazed woodland
- \_\_\_\_\_ acres in building and lots
- \_\_\_\_\_ acres in other \_\_\_\_\_

**B. Insurance.** For the term of the lease, Tenant shall maintain insurance with a carrier acceptable to the Landlord, insuring Tenant while performing on these premises hereunder for the following types and in stated minimum amounts:

- Crop Insurance                 \$ \_\_\_\_\_ per acre
- Liability Insurance:         \$ \_\_\_\_\_ per person
- \$ \_\_\_\_\_ per occurrence
- Property Damage:             \$ \_\_\_\_\_ per occurrence
- Workers Compensation:     As required by statute

Tenant shall furnish Landlord with a Certificate of Insurance and give notice of termination of coverage.

Tenant agrees that all applicable insurance policies name the Landlord as an additional insured

**C. Financial and production records.** The Tenant agrees to keep financial and production records of the farm business and to furnish an annual report to the Lessor, on such forms as the Lessor may provide, on or before \_\_\_\_\_

**D. Cash Rent Installments.** The cash rent shall be paid each year in the following installments:

Dollars of percent of rent due	Date Due
<u>\$ 800.00</u>	<u>June 1, 2011</u>
_____	_____
_____	_____
Balance Due	_____

**E. End of lease reimbursements.** At the end of this lease, the Lessor agrees to reimburse the Tenant:

~~1. For the Tenant's remaining cost in limestone. The Tenant's remaining cost shall be calculated by depreciating the Tenant's net cost at the rate of \_\_\_\_\_ percent annually.~~

~~2. For the Tenant's cost of soluble phosphate (P<sub>2</sub>O<sub>5</sub>) and potash (K<sub>2</sub>O) fertilizers applied on crops harvested for grain in the last year of this lease minus the amount of these plant food elements, valued at the same rates, contained in the Tenant's share of these crops.~~

3. \_\_\_\_\_  
\_\_\_\_\_

**F. Land use in last year of lease.** If, during the last six months of the lease term, or after notice to terminate has been given if this lease has become a year to year lease, the parties fail to agree on questions of land use, cropping system, fertilizer applications, or any deviations from the lease provisions, then the specific agreements in this lease shall prevail or, in the absence of agreements in the lease, the Lessor shall decide and the Tenant agrees to abide by the Lessor's decisions. The Lessor's decisions shall not contradict any provisions in this lease or violate good farming procedures.

**G. Conservation.** Both Lessor and Tenant affirm the goals of minimizing soil erosion losses and preserving the productivity of the land in ways that are consonant with their needs and desires for acceptable current returns to their individual inputs on the leased premises. To these ends they agree to implement as far as possible the best management practices recommended by the Natural Resource Conservation Service and to cooperate with that agency's soil and water conservation programs.

**H. Tenant responsible for hired labor.** The Tenant shall be solely responsible for all employer obligations on hired labor with respect to safety requirements and social security and workers' compensation contributions, and the Lessor shall have no responsibilities therefore.

**I. Other management agreements:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Section 6. Default, Possession, Landlord's Lien, Right of Entry, Mineral Rights, Liability, Extent of Agreement

The Lessor and Tenant agree to the following provisions. (Strike out any not desired.)

**A. Termination upon default.** If either party fails to carry out substantially the terms of this lease in due and proper time, the lease may be terminated by the other party by serving a written notice citing the instance(s) of default and specifying a termination date of \_\_\_\_\_ days from the date of such notice. Settlement shall then be made in accordance with the provisions of Clause B of this section, the reimbursement agreements of Section 5, and any amendments to this lease.

**B. Yielding possession.** The Tenant agrees at the expiration or termination of this lease to yield possession of the premises to the Lessor without further demand or notice, in as good order and condition as when they were entered upon by the Tenant, loss by fire, flood, or tornado, and ordinary wear excepted. If the Tenant fails to yield possession, the Tenant shall pay to the Lessor a penalty of \$ \_\_\_\_\_ per day or the statutory double rent, whichever is less, for each day the Tenant remains in possession thereafter, in addition to any damages caused by the Tenant to the Lessor's land or improvements, and said payments shall not entitle the Tenant to any interest of any kind or character in or on the premises.

**C. Landlord's lien.** The Landlord's lien provided by statute on crops grown or growing, together with any other security agreement(s) created by Tenant in favor of Landlord, shall be the security for the rent herein specified and for the faithful performance of the terms of the lease. The Tenant shall provide the Lessor with the names of persons to whom the Tenant intends to sell crops grown on these premises at least 30 days prior to the sale of such crops. A lesser period may be allowed by mutual written agreement. Tenant consents to any filing required by law to perfect the statutory landlord's lien upon crops. If the Tenant fails to pay the rent due or fails to keep any of the agreements of this lease, all costs and attorney fees of the Lessor in enforcing collection or performance shall be added to and become a part of the obligations payable by the Tenant.

**D. Landowner's right of entry.** The Lessor reserves the right personally or by agents, employees, or assigns to enter upon the premises at any reasonable time to view them, to work or make repairs or improvements thereon, to care for and dispose of the Lessor's share of crops, to develop mineral resources as provided in Clause E below, or, after constructive notice has been given that the lease may not be extended, and following severance of crops, to plow and prepare a seed bed, apply fertilizers, and any other operation necessary to good farming by the succeeding operator, these operations not to interfere with the Tenant in carrying out the regular farming operations.

**E. Mineral rights.** Nothing in this lease shall confer upon the Tenant any right to minerals underlying the land. Such mineral rights are hereby reserved by the Lessor together with the full right to enter upon the premises and to bore, search, excavate, work, and remove the minerals, to deposit excavated rubbish, to pass over the premises with vehicles, and to lay down and work any railroad track or tracks, tank, pipelines, power lines, and structures as may be necessary or convenient for the above purpose. The Lessor agrees to reimburse the Tenant for any actual damage the Tenant may suffer for crops destroyed by these activities and to release the Tenant from obligation to continue farming this property when development of mineral resources interferes materially with the Tenant's opportunity to make a satisfactory return.

**F. Landowner liability.** The Tenant takes possession of the leased premises subject to the hazards of operating a farm, and assumes all risk of accidents personally as well as for family, employees, or agents in pursuance of farming operations, or in performing repairs on buildings, fences, tile, and other improvements.

**G. Binding on heirs, etc.** The terms of this lease shall be binding on the heirs, executors, administrators, and assigns of both Lessor and Tenant in like manner as upon the original parties.

## Section 7. Additional Lease Provisions

See attached Exhibit A, which is incorporated herein by reference.

Signatures of parties to lease:

	<i>Landowner</i>		<i>Date</i>
	<i>Landowner</i>		<i>Date</i>
By _____	<i>Agent</i>		<i>Date</i>
	<i>Tenant</i>	4/29/11	<i>Date</i>
	<i>Tenant</i>		<i>Date</i>

## Amendments and Extensions to the Lease

(Must be completed manually/cannot be completed on-line)

**Amendments, alterations, and extensions** to this lease may be made in writing in the space below at any time by mutual agreement. The written amendments should be noted on both the Landlord's and Tenant's copies of the lease (complete and sign two identical copies). If the parties fail to agree on a proposed alteration, the existing provisions of the lease shall control operations.

**A. Improvements made by the Tenant at the Tenant's own expense.** When the Lessor and Tenant agree that the Tenant may make all or part of an improvement (such as buildings, additions to buildings, major repairs, fences, bathrooms, water systems, etc.) to the farm at the Tenant's own expense and that the Tenant is to be reimbursed for any costs remaining at the end of the lease, the necessary information shall be recorded in one of the following blanks and, after being duly signed by both parties, it shall become a part of the lease above and obligate the Lessor and his or her heirs and assigns to make such reimbursement. Such improvements become the Lessor's property upon completion of the form below. The Lessor thereby assumes the responsibility for property taxes, insurance coverage, and risk of loss.

Description and location of the improvement	Tenant's net cost	Annual rate of depreciation (percent)	Date depreciation begins	Signatures and Date Signed
1.				Lessor:
				Tenant:
2.				Lessor:
				Tenant:
3.				Lessor:
				Tenant:

**B. Lessor's written consent to Tenant's participation in items in Section 4, Clause B.**

1. Item: \_\_\_\_\_ Description and restrictions: \_\_\_\_\_  
 \_\_\_\_\_  
 Date: \_\_\_\_\_ Lessor's Signature \_\_\_\_\_

2. Item: \_\_\_\_\_ Description and restrictions: \_\_\_\_\_  
 \_\_\_\_\_  
 Date: \_\_\_\_\_ Lessor's Signature \_\_\_\_\_

**C. Other amendments:** To be dated, signed and attached to both Landowner's and Tenant's copies of lease.

**D. Lease Extensions**

Lease Extension # 1	Lease Extension # 2	Lease Extension # 3
This lease, originally dated _____, 20____, shall be extended . . .  From _____, 20____, To _____, 20____. Signed: _____, 20____ _____ Lessor _____ Tenant	This lease, originally dated _____, 20____, shall be extended . . .  From _____, 20____, To _____, 20____. Signed: _____, 20____ _____ Lessor _____ Tenant	This lease, originally dated _____, 20____, shall be extended . . .  From _____, 20____, To _____, 20____. Signed: _____, 20____ _____ Lessor _____ Tenant

2011 CROP YEAR  
WRITTEN CASH RENT AGREEMENT/DOCUMENT EXAMPLE

As owner of farm number 4171, I agree that I have cash rented the subject

farm to Sam Beiriger  
(please print operator's name)

for the 2011 crop year. As landowner of the subject farm, I have zero "0" share in  
the crop(s) and receive no benefit from the crop(s) produced on the farm in 2006.

OWNER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

OWNER ADDRESS 10 Municipal Drive

Sugar Grove, Illinois 60554

OPERATOR SIGNATURE *Samuel J. Beiriger* DATE 4/29/11

OPERATOR ADDRESS PO Box 560

Sugar Grove, Illinois 60554

PLEASE NOTE: If signed by an agent, a valid for FSA-211, Power of Attorney, must be on file in the County Office prior to signing

PLEASE NOTE: Here is an example of the format you need to follow if you do not have a written lease agreement. When all owners and operators have entered into a signed cash rent agreement, please return it to:

Kane/DuPage County FSA Office  
545 S Randall Road  
St Charles, Illinois 60174-1533

**Addendum A to Illinois Cash Farm Lease**

The Tenant agrees and acknowledges that, notwithstanding the provisions of the remainder of this Lease, this Lease may be terminated relative to any or all portions of the leased premises described herein at any time, in the Lessor's sole and absolute discretion. The Tenant also agrees that such termination may occur without necessitating a condemnation of his leasehold interest in the premises. The Tenant further agrees that, in the event of such partial or full termination of the lease, the sole and exclusive remedy of the Tenant shall be as described herein. The parties mutually agree that this Addendum A is a mutually agreed upon provision of the Illinois Cash Farm Lease to which it is attached, and is supported by the consideration contained within the aforesaid Lease. Specifically, the Tenant acknowledges that he is being provided with the benefit of the terms of this lease, including the calculation of the amount of rent charged and the certain specific, limited remedies provided for herein, in consideration of the Tenant's agreement to subject the leased premises to this Addendum, to limit his remedies for termination of the Lease to those remedies contained herein, and to relinquish any and all other claims of right or compensation he may otherwise have to the leased premises during or after the term of the Lease in the event any or all portions of the Lease is terminated before December 1, 2011. The remedies provided for herein shall not be cumulative, and shall apply on a pro-rata basis to the leased premises, dependant on the extent of the termination. This addendum shall be binding on all heirs, successors and assigns of the parties to the Lease.

For terminations occurring prior to payment of rent and prior to spring tillage or planting of the leased premises, the tenant shall not be obligated to pay the pro-rata portion of the rent related to the portion of the leased premises for which the lease is terminated.

For terminations occurring after the spring tillage or planting of the leased premises, before the payment of rent and before harvest of the leased premises, the tenant shall not be obligated to pay the pro-rata portion of the rent related to the portion of the leased premises for which the lease is terminated, and shall be entitled to a credit of \$450 per acre for each acre subject to the termination.

For terminations occurring after the spring tillage or planting of the premises, after the payment of rent, and before the harvest of the leased premises, the tenant shall be entitled to a return of that pro-rata portion of the rent related to the portion of the leased premises for which the lease is terminated, and shall be entitled to a credit of \$450 per acre for each acre subject to the termination.

For terminations occurring at any time after harvest any crop planted on the leased premises during the term of this lease, the tenant shall not be entitled to a return of any portion of the rent, nor shall the tenant be entitled to any credits.

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Dated

*Samuel J. Boney*  
\_\_\_\_\_  
Tenant

*4/29/11*  
\_\_\_\_\_  
Dated

**Addendum A to Illinois Cash Farm Lease**

The Tenant agrees and acknowledges that, notwithstanding the provisions of the remainder of this Lease, this Lease may be terminated relative to any or all portions of the leased premises described herein at any time, in the Lessor's sole and absolute discretion. The Tenant also agrees that such termination may occur without necessitating a condemnation of his leasehold interest in the premises. The Tenant further agrees that, in the event of such partial or full termination of the lease, the sole and exclusive remedy of the Tenant shall be as described herein. The parties mutually agree that this Addendum A is a mutually agreed upon provision of the Illinois Cash Farm Lease to which it is attached, and is supported by the consideration contained within the aforesaid Lease. Specifically, the Tenant acknowledges that he is being provided with the benefit of the terms of this lease, including the calculation of the amount of rent charged and the certain specific, limited remedies provided for herein, in consideration of the Tenant's agreement to subject the leased premises to this Addendum, to limit his remedies for termination of the Lease to those remedies contained herein, and to relinquish any and all other claims of right or compensation he may otherwise have to the leased premises during or after the term of the Lease in the event any or all portions of the Lease is terminated before December 1, 2011. The remedies provided for herein shall not be cumulative, and shall apply on a pro-rata basis to the leased premises, dependant on the extent of the termination. This addendum shall be binding on all heirs, successors and assigns of the parties to the Lease.

For terminations occurring prior to payment of rent and prior to spring tillage or planting of the leased premises, the tenant shall not be obligated to pay the pro-rata portion of the rent related to the portion of the leased premises for which the lease is terminated.

For terminations occurring after the spring tillage or planting of the leased premises, before the payment of rent and before harvest of the leased premises, the tenant shall not be obligated to pay the pro-rata portion of the rent related to the portion of the leased premises for which the lease is terminated, and shall be entitled to a credit of \$450 per acre for each acre subject to the termination.

For terminations occurring after the spring tillage or planting of the premises, after the payment of rent, and before the harvest of the leased premises, the tenant shall be entitled to a return of that pro-rata portion of the rent related to the portion of the leased premises for which the lease is terminated, and shall be entitled to a credit of \$450 per acre for each acre subject to the termination.

For terminations occurring at any time after harvest any crop planted on the leased premises during the term of this lease, the tenant shall not be entitled to a return of any portion of the rent, nor shall the tenant be entitled to any credits.

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Dated

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS  
GEOFF PAYTON, STREETS & PROPERTIES DIVISION  
**SUBJECT:** APPROVAL: LEASE OF VACANT AGRICULTURAL LAND  
**AGENDA:** MAY 3, 2011 REGULAR BOARD MEETING  
**DATE:** APRIL 27, 2011

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**ISSUE**

Should the Village lease 14 acres of agricultural land.

**DISCUSSION**

The Village currently owns approximately 19.44 acres of agricultural land; 14 acres that are suitable for farming. This property is part of the east half of the southeast quarter of Section 17, Township 38 North, Range 7 East of the third principal meridian is the future Village Facility Site located on the north side of U.S. Route 30.

Each year, the Village of Sugar Grove enters into a contract for the lease of agricultural land for farming purposes. By leasing the property for farming purposes, we will keep the land tillable and the Village will receive income from this lease. Mr. Sam Beiriger, who has previously farmed the property, has reviewed the Lease with Addendum A and has agreed to the terms. Staff recommends approving the Cash Farm Lease to Sam Beiriger in 2011 for the annual rent sum of \$800.00.

**COST**

There is no cost associated with the approval of the Lease agreement. The agreement will also result in \$800.00 in income for the Village.

**RECOMMENDATION**

The Village Board approves Resolution # 20110503PW1 authorizing an agreement with Sam Beiriger to lease the 14 acres of vacant agricultural land for one year.

2011 CROP YEAR  
WRITTEN CASH RENT AGREEMENT/DOCUMENT EXAMPLE

As owner of farm number 4171, I agree that I have cash rented the subject

farm to Sam Beiriger  
(please print operator's name)

for the 2011 crop year. As landowner of the subject farm, I have zero "0" share in the crop(s) and receive no benefit from the crop(s) produced on the farm in 2006.

OWNER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

OWNER ADDRESS 10 Municipal Drive

Sugar Grove, Illinois 60554

OPERATOR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

OPERATOR ADDRESS PO Box 560

Sugar Grove, Illinois 60554

PLEASE NOTE: If signed by an agent, a valid for FSA-211, Power of Attorney, must be on file in the County Office prior to signing

PLEASE NOTE: Here is an example of the format you need to follow if you do not have a written lease agreement. When all owners and operators have entered into a signed cash rent agreement, please return it to:

Kane/DuPage County FSA Office  
545 S Randall Road  
St Charles, Illinois 60174-1533



RESOLUTION NO. 20070417PW1

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH SAM BEIRIGER FOR THE LEASE OF 14 ACRES OF AGRICULTURAL LAND

WHEREAS, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to engage an agreement with Sam Beiriger for the lease of the 14 acres of agricultural land suitable for farming, and to execute the attached agreement;

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

That attached hereto and incorporated herein by reference as Exhibit A is an agreement between Sam Beiriger and the Village of Sugar Grove for the lease of the 14 acres of agricultural land. The President and Clerk are hereby authorized to execute said agreement on behalf of the Village and to take such further actions as are necessary to fulfill the terms of said agreement.

Passed by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, at a regular meeting thereof held on the 3rd day of May, 2011.

P. Sean Michels, President of the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois

ATTEST: Cynthia Galbreath, Clerk, Village of Sugar Grove

Table with 5 columns: Name, Aye, Nay, Absent, Abstain. Rows include Trustee Robert E. Bohler, Trustee Kevin M. Geary, Trustee Mari Johnson, Trustee Rick Montalto, Trustee David Paluch, and Trustee Thomas Renk.

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** CYNTHIA L. GALBREATH, VILLAGE CLERK  
**SUBJECT:** ORDINANCE: AMENDING 3-2- 4 & 6 OF THE VILLAGE LIQUOR CONTROL CODE (CLASS M TEMPORARY SEASONAL MARKET)  
**AGENDA:** APRIL 19, 2011 REGULAR AGENDA  
**DATE:** APRIL 29, 2011

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**ISSUE**

Should the Village of Sugar Grove amend the Village Code to allow for the sale of wine during a seasonal market.

**DISCUSSION**

On March 1, 2011 the Village approved a contract with Bensidoun USA, Inc. to operate a French Market in Sugar Grove. Staff has been working with the manager, Ms. Cahill, to insure a successful market season. One of the questions posed by Ms. Cahill was if the Village would allow a vendor to offer wine for purchase. Upon review of the Village liquor code it was found that the current Class M Liquor License – Temporary Farmers Market would not be applicable to potential vendors of the French Market as it pertains only to a market that is run by a not-for-profit group.

Staff worked with Attorney Andersson to prepare a proposed amendment to allow the sale of wine at a seasonal market. In total three (3) changes to the code are proposed:

1. Class Name Change from Temporary Farmers Market to Temporary Seasonal Market
2. Removal of reference of license only granted to not-for-profit venues
3. Clarification of application and annual fees for a Class M liquor license

The proposed changes have been reviewed by and are supported by Ms. Cahill.

**COSTS**

The cost of the amending of the ordinance is estimated to be approximately \$200.00 and is budgeted and available in account 01-50-6301, GF – Legal Services.

**RECOMMENDATION**

That the Board by consensus adopts An Ordinance Amending Title 3, Chapter 2, Sections 4 and 6 of the Code of Ordinances of the Village of Sugar Grove, Kane County, Illinois.



VILLAGE OF SUGAR GROVE  
KANE COUNTY, ILLINOIS

ORDINANCE 20110503

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An Ordinance Amending Title 3 , Chapter 2, Sections 4 and 6 Of the Code of Ordinances of the  
Village of Sugar Grove, Kane County, Illinois  
For the Village of Sugar Grove, Illinois

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Adopted by the Board of Trustees and President  
Of the Village of Sugar Grove  
This 3 day of May, 2011

Published in Pamphlet Form  
By authority of the Board of Trustees  
Of the Village of Sugar Grove, Kane County,  
Illinois this 3<sup>rd</sup> day of May, 2011

ORDINANCE 20110503

An Ordinance Amending Title 3 , Chapter 2, Sections 4 and 6 Of the Code of Ordinances of the Village of Sugar Grove, Kane County, Illinois  
For the Village of Sugar Grove, Illinois

BE IT ORDAINED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows;

WHEREAS, the Village is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and, pursuant to the powers granted to it under 65 ILCS 5?3.1-300-5:

WHEREAS, the President and Board of Trustees of the Village of Sugar Grove have determined that it is in the best interests of the Village and its citizens to amend the Code of Ordinances for the Village of Sugar Grove.

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

SECTION ONE: Title 3, Chapter 2, Section 4, Paragraph 19 of the Sugar Grove Village Code is Hereby amended to read as follows:

3-2-4: APPLICATION FOR LICENSE:

19. All applicants for a new liquor license for classes A, B, C, D, E, F, G, H, I, J, K, L, N, O shall be subject to a five hundred dollar (\$500.00) initial processing fee. The initial processing fee for a class M license shall be subject to a one hundred dollar (\$100.00) This fee shall not apply to renewals.

SECTION TWO: Title 3, Chapter 2, Section 6 , Paragraph 19 of the Sugar Grove Village Code is Hereby amended to read as follows:

3-2-6: LICENSE CLASSIFICATIONS: M. Class M-Temporary Seasonal Market:

1. A class M license authorizes the retail sale of wine or fruit wines during the operation of a seasonal market for consumption off the premises where sold and consumption on the premises as provided below for winetasting.
2. The term "seasonal market" shall be defined as a lawfully established community event and public market at which vendors sell or offer for retail sale produce and other goods directly to the consumers.
3. This license shall authorize the licensee to conduct product tasting of wine or fruit wines conducted at a freestanding booth utilized by the licensee. All product tasting shall be consumed in the area immediately adjacent to said freestanding booth. Winetasting shall be limited to an individual serving of two (2) ounces of wine or fruit wine. Said product tasting shall be limited to three (3) such servings by any individual

person on any given day of the seasonal market. The Chief of Police is hereby delegated the right to create additional rules and regulations to ensure that said limitation can be verified and enforced at any such seasonal market. The licensee must provide adequate dramshop liability insurance as required by the Illinois liquor control act, as it is now or may hereafter be amended.

4. If selling or offering to sell wine or fruit wine on Village owned property, the licensee shall indemnify and hold harmless the Village from all financial loss, damage and harm arising from the retail sale of wine or fruit wine and product tasting during the operation of the seasonal market. The Village staff shall promulgate forms for said indemnification required hereunder.
5. The license issued shall be limited to the premises specified in the license, which premises shall be only property specified in subsection [3-2-12E1](#) of this chapter. The boundaries of the licensed premises and the duration of the license shall be established by the local liquor commissioner; however, such license shall be authorized for not more than five (5) consecutive days. A single license can cover multiple regularly recurring days throughout a season (example: each Sunday from 9:00 AM to 2:00 PM from May through October). The licensee shall maintain the premises in a neat, orderly and safe condition, shall provide such traffic control and sanitation facilities to protect the public health, safety, welfare and morals of the residents of the Village, and shall restore premises after expiration of the license to its prior condition, including the removal of trash, rubbish and garbage. No alcoholic liquor shall be brought onto the premises or consumed on the premises other than that provided by the licensee under the terms and conditions of this chapter.
6. Payment shall be made to the Village for the actual costs incurred by the Village in providing additional police personnel necessitated by improper conduct or control by the licensee on the specific premises. Each licensee who is to be held responsible for additional charges shall receive an itemized invoice therefore, shall be given an opportunity to review the charges with the liquor control commissioner, and shall thereafter promptly pay any such additional charge determined by the commissioner to be due the Village.

SECTION THREE: To the extent that this ordinance is in conflict with any presently existing ordinances or portions thereof enforced in the Village Of Sugar Grove as of the effective date hereof, such prior and conflicting ordinances or portions thereof are hereby repealed. The repeal of any ordinance by this Ordinance shall not affect any right accrued or liability incurred under such repealed ordinance to the effective date hereof.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois this 3rd day of May, 2011.

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P. Sean Michels,  
President of the Village of Sugar Grove,  
Kane County, Illinois

	Aye	Nay	Absent
Trustee Bohler	_____	_____	_____
Trustee Geary	_____	_____	_____
Trustee Johnson	_____	_____	_____
Trustee Montalto	_____	_____	_____
Trustee Paluch	_____	_____	_____
Trustee Renk	_____	_____	_____

ATTEST:

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Cynthia L. Galbreath, Village Clerk



**PROCLAMATION  
MOTORCYCLE SAFETY AWARENESS MONTH  
MAY 2011**

**WHEREAS**, motorcycle riding is a popular form of recreation and transportation for thousands of people across the state and nation; and

**WHEREAS**, motorcycles are a common and economical means of transportation that reduces fuel consumption and road wear, and contributes in a significant way to the relief of traffic and parking congestion; and

**WHEREAS**, the National Highway Traffic Safety Administration and the Motorcycle Safety Foundation have named May as Motorcycle Safety Awareness Month; and

**WHEREAS**, states and motorcycle organizations across this country will be conducting a variety of activities to promote the importance of motorist awareness and safely sharing the road with motorcycles; and

**WHEREAS**, the Village of Sugar Grove, wishes to promote the safety campaign of the National Highway Traffic Safety Administration in their effort to ensure the safety and well being of all.

**WHEREAS**, it is especially important that the citizens of Sugar Grove and the State of Illinois be aware of motorcycles on the streets and highways and recognize the importance of motorcycle safety; and

**WHEREAS**, all highway users should unite in the safe sharing of roadways throughout the Village of Sugar Grove, Kane County and Illinois.

**NOW, THEREFORE**, I, P. Sean Michels, Village President of the Village of Sugar Grove, do hereby proclaim the month of May 2011 as **MOTORCYCLE SAFETY AWARENESS MONTH** and urge all motor vehicle operators to join in this effort to keep our highways safe.

Proclaimed this 3rd day of May, 2011

\_\_\_\_\_  
P. Sean Michels, President of the Village of Sugar Grove

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT MICHELS & BOARD OF TRUSTEES  
**FROM:** CYNTHIA L. GALBREATH, VILLAGE CLERK  
**SUBJECT:** OATHS OF OFFICE  
**AGENDA:** MAY 3, 2011 REGULAR BOARD MEETING  
**DATE:** APRIL 29, 2011

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**ISSUE**

Should the Village swear in the newly elected officials.

**DISCUSSION**

Elections were held on April 5, 2011 and the results as canvassed by the Kane County Clerk have been received (attached). At this time, it is appropriate to have the newly elected officials take the Oath of Office.

**COSTS**

There is no associated cost with.

**RECOMMENDATION**

That the newly elected officials take the Oath of Office.



# PROCLAMATION NATIONAL PUBLIC WORKS WEEK

*WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and*

*WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways and public buildings; and*

*WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and*

*WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design and construction, is vitally dependent upon the efforts and skill of public works officials; and*

*WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform, and*

*WHEREAS, this year's theme, "Public Works: Serving You and Your Community", seeks to raise the public's awareness of public works issues and to increase confidence in public works employees who are dedicated to improving the quality of life for present and future generations.*

*THEREFORE, I, P. Sean Michels, President of the Village of Sugar Grove, do hereby proclaim the week of **May 15, 2010 through May 21, 2011** as*

## NATIONAL PUBLIC WORKS WEEK

*in the Village of Sugar Grove, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.*

*Passed 3<sup>rd</sup> day of May, 2011*

*President, P. Sean Michels*

*Trustee, Robert E. Bohler*

*Trustee, Kevin M. Geary*

*Trustee, Mari Johnson*

*Trustee, Rick Montalto*

*Trustee, David Paluch*

*Trustee Thomas Renk*

*Attest: \_\_\_\_\_  
Village Clerk, Cynthia L. Galbreath*