

<p>Village President P. Sean Michels</p> <p>Village Clerk Cynthia Galbreath</p> <p>Village Administrator Brent M. Eichelberger</p>	 <p>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 David Paluch Thomas Renk</p>
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May 17, 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. Public Utilities Rate Committee
6. Public Comment on Items Scheduled for Action
7. Consent Agenda
  - a. Approval: Vouchers
  - b. Proclamation: Buddy Poppy Days
  - c. Resolution: Authorizing Termination of ING Payroll Support
  - d. Ordinance: Authorizing the Establishment of a TIF Interested Parties Registries and Adopting Rules for Such
  - e. Resolution: Authorizing Execution of a Confidentiality Agreement – Community Choice Aggregation Program
8. General Business
  - a. Ordinance: Amending the Code of Ordinances - Subdivision Regulations 12-11-12 B Residential Driveway
  - a. Resolution: Authorizing the MSI Electronic Billing & Payment Receipt Program
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>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 David Paluch Thomas Renk</p>
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Committee of the Whole  
May 17, 2011  
6:30 p.m.

1. Call to Order
2. Roll Call
3. Public Comment
4. Discussion:           Sump Pump Program
5. Discussion:           Wheeler Road Residential Water Connections
6. Discussion:           CIP
7. Discussion:           Amending the Personnel Policy Manual – Random Drug Testing
8. Closed Session:      Land Acquisition, Personnel, Litigation
9. Adjournment



## Buddy Poppy Days

2011



**WHEREAS**, The Sugar Grove American Legion Post 1271 is celebrating its annual “Buddy Poppy” salute to Veterans on Memorial Day Weekend of 2011; and

**WHEREAS**, The Sugar Grove American Legion Post 1271 will conduct its annual sale of “Buddy Poppies” during the last week of May 2011; at various locations in the Village of Sugar Grove; and

**WHEREAS**, the annual sale of “**BUDDY POPPIES**” by the Veterans of Foreign Wars of the United States has been officially recognized and endorsed by governmental leaders since 1922; and

**WHEREAS**, VFW “**BUDDY POPPIES**” are assembled by disabled veterans, and the proceeds of this fundraising campaign are used exclusively for the benefit of disabled and needy veterans, and the widows and orphans of deceased veterans; and

**WHEREAS**, the basic purpose of the annual sale of “**BUDDY POPPIES**” by the Veterans of Foreign Wars is eloquently reflected in the desire to “Honor the Dead by Helping the Living”;

**THEREFORE**, I, P. Sean Michels, President of the Village of Sugar Grove hereby proclaim May 23 thru May 31, 2011 as “**BUDDY POPPIES DAYS**,” in the Village of Sugar Grove and do hereby urge the citizens of this community to recognize the merits of this cause by contributing generously to its support through the purchase of “**BUDDY POPPIES**” on the days set aside for the distribution of these symbols of appreciation for the sacrifices of our honored dead.

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P. Sean Michels, President

Trustee Robert Bohler  
Trustee Rick Montalto

Trustee Kevin Geary  
Trustee David Paluch

Trustee Mari Johnson  
Trustee Thomas Renk

Attest:

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Cynthia L. Galbreath, Village Clerk

## **Buddy Poppy – The History**

Among all the flowers that evoke the memories and emotions of war is the red poppy, which became associated with war after the publication of a poem written by Col. John McCrae of Canada. The poem, "In Flander's Field", describes blowing red fields among the battleground of the fallen.

For more than 75 years, the VFW's Buddy Poppy program has raised millions of dollars in support of veterans' welfare and the well being of their dependents.

The VFW conducted its first poppy distribution before Memorial Day in 1922, becoming the first veterans' organization to organize a nationwide distribution. The poppy soon was adopted as the official memorial flower of the Veterans of Foreign Wars of the United States.

It was during the 1923 encampment that the VFW decided that VFW Buddy Poppies be assembled by disabled and needy veterans who would be paid for their work to provide them with some form of financial assistance. The plan was formally adopted during the VFW's 1923 encampment. The next year, disabled veterans at the Buddy Poppy factory in Pittsburgh assembled VFW Buddy Poppies. The designation "Buddy Poppy" was adopted at that time.

In February 1924, the VFW registered the name "Buddy Poppy" with the U.S. Patent Office. A certificate was issued on May 20, 1924, granting the VFW all trademark rights in the name of Buddy under the classification of artificial flowers. The VFW has made that trademark a guarantee that all poppies bearing that name and the VFW label are genuine products of the work of disabled and needy veterans. No other organization, firm or individual can legally use the name "Buddy" Poppy.

Today, VFW Buddy Poppies are still assembled by disabled and needy veterans in VA Hospitals.

The minimal assessment (cost of Buddy Poppies) to VFW units provides compensation to the veterans who assemble the poppies, provides financial assistance in maintaining state and national veterans' rehabilitation and service programs, and partially supports the VFW National Home for orphans and widows of our nation's veterans.

### **In Flander's Field**

*by John McCrae*

In Flanders Fields the poppies blow,  
Between the crosses, row on row,  
That mark our place; and in the sky,  
The larks, still bravely singing, fly,  
Scarce heard amid the guns below.  
We are the dead.  
Short days ago,  
We lived, felt dawn, saw sunset glow,  
Loved and were loved and now we lie,  
In Flanders Fields.  
Take up our quarrel with the foe  
To you, from failing hands, we throw,  
The torch, be yours to hold it high.  
If ye break faith with us, who die,  
We shall not sleep, though poppies grow,  
In Flanders Fields.

MUTUAL AGREEMENT NOT TO DISCLOSE CONFIDENTIAL INFORMATION

THIS AGREEMENT made as of the \_\_\_\_ day of May, 2011 (the "Agreement").

B E T W E E N:

\_\_\_\_\_  
\_\_\_\_\_  
(hereinafter referred to as "Company")

- and -

Village of Sugar Grove  
10 S. Municipal Drive, Sugar Grove, IL 60554  
(hereinafter referred to as "Village")

**WHEREAS**, the Company and Village wish to exchange certain confidential and proprietary information for the purpose of evaluating whether Company, as an energy supplier, can serve the members of the Village's aggregation program (the "Purpose"). Village and Company collectively referred to at "Parties".

**NOW THEREFORE**, in consideration of the mutual promises, covenants and obligations contained in this Agreement, and other good and valuable considerations, the receipt of which are hereby acknowledged and with intent to be legally bound, Parties agree as follows:

1. For the purposes of this Agreement:
  - (a) "**Confidential Information**", as used in this Agreement shall mean any and all written materials provided by either party or their affiliates ("Disclosing Party") to another party or affiliate ("Receiving Party") in connection with the purpose of this Agreement. All information received from the Disclosing Party shall be considered confidential information, unless it is specifically designated as non-proprietary and non-confidential. Confidential information shall include pertinent electrical power and energy data pertaining to electric customers within the corporate limits of the Village including, but not necessarily limited to the name and addresses of retail customers, generic electric load profiles, electric service account numbers and any and all other information provided by the Village to the Company relating to electric customers within the corporate limits of the Village.

Confidential information shall also mean, but is not limited to, any (i) Company markets, contemplated markets, marketing channels and channel mix, products and services, contemplated products and services, product and services development, product pricing methodology, competitive positioning in the industry, data flows, credit requirements, agent/broker compensation methods and agent/broker compensation models; and (ii) information of either party including, without limitation, business plans, business strategies, current and prospective customers, know-how, data, patent, copyright, trade secret, process, technique, program, design, formula, marketing, advertising, financial, commercial, sales or programming matter, written materials, compositions, drawings, diagrams, computer programs, studies, work in progress, visual demonstrations, ideas, concepts, and other data, which information is set forth in tangible form and prominently marked "CONFIDENTIAL".

(b) The term "Confidential Information" shall exclude the following:

(i) information which is now or which hereafter becomes publicly known or available through no act or failure on the part of Recipient, whether through breach of this Agreement or otherwise;

(ii) information which is actually known to Recipient prior to the time of receipt of such Confidential Information;

(iii) information which is furnished to Recipient by a third party who has rightfully obtained the Confidential Information without restriction on disclosure;

(iv) information which is independently developed by Recipient without use of or reference to the Confidential Information of Owner that does not otherwise contravene the terms and provisions of this Agreement; or

(v) information which is discussed with prior written approval of the Disclosing Party.

(vi) information which Recipient is by law, order of a Court of competent jurisdiction, or other legal compulsion required to disclose.

**"Owner"** means the party hereto which possesses the intellectual property rights in and to an item of Confidential Information, as the context requires, and includes, without limitation, an owner, possessor, developer and licensee of such Confidential Information.

**"Recipient"** means the party hereto who receives or is otherwise privy to, or comes into possession of, an item of Confidential Information of which it is not the Owner.

**"Affiliate"** means any corporation, company or entity that directly or indirectly controls, is controlled by or is under common control with, a party hereto.

2. All Confidential Information constitutes the sole and exclusive property and the Confidential Information of the Owner, which the Owner is entitled to protect. Recipient shall only use the Confidential Information strictly for the Purpose, as defined above. Recipient shall hold and maintain all Confidential Information in confidence for the Owner and shall have an obligation to protect the Confidential Information from any harm, tampering, unauthorized access, sabotage, access, exploitation, manipulation, modification, interference, misuse, misappropriation, copying or disclosure whatsoever, except as specifically authorized by the Owner in writing. The standard of care for protecting Confidential Information imposed on the Recipient will be at least that degree of care the Recipient uses to prevent disclosure, publication or dissemination of its own Confidential Information, but in no event less than reasonable care.

3. Without the prior written consent of the Owner, Recipient shall not disclose any Confidential Information to any person other than to such of its employees, officers, directors, contractors, agents and professional advisors who need to know and in such event only to the extent necessary for the Purpose described in the recital above. Notwithstanding the foregoing, a Recipient may also disclose any Confidential Information to such of the employees, officers, directors, contractors, agents and professional advisors of any of its Affiliates to the extent necessary for the Purpose, described in the recital above, without the prior written consent of the Owner. Recipient shall destroy all Confidential Information, including all records, summaries, analyses, notes or other documents and all copies thereof, immediately upon request by the Owner and, if requested by Owner, will certify in writing to the Owner that such destruction has occurred. Furthermore, upon request from the Disclosing Party, the recipient shall return any and all written Confidential Information. The destruction of such documents shall in no event relieve Recipient of its obligations of confidentiality set out in this Agreement with respect to such destroyed information.

4. In the event that the business relationship contemplated by this Agreement does not occur, neither party will use or permit the use of any of the Confidential Information of which it is the Recipient for its own benefit nor for the benefit of any third party. In the event that either Party, or any of their Affiliates (as the cause may be) is requested or required by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process, or by law or regulation: (i) to disclose any Confidential Information of the other Party; or (ii) to disclose the possibility of any Proposed Transaction or the discussions pertaining thereto, it is agreed that the Party will provide notice at least ten (10) days in advance of such potential disclosure so that an appropriate protective order may be sought and/or waiver of compliance with the provisions of the Agreement may be granted. The Company also acknowledges that it is aware that the Village is subject to the Freedom of Information Act of the State of Illinois and that the Village is required to abide by the laws of the Freedom of Information Act and disclosure according to the Act shall not be considered a violation of this Agreement. To protect the Company, the Village shall immediately advise the Company of any request for disclosure of any confidential information pursuant to the Act and the Company shall have the right to assert as may be allowed by law that the information is not subject to disclosure.

5. Neither this Agreement nor the disclosure of any information to Recipient shall be construed as granting to Recipient any rights in, to or in respect of the Confidential Information.

6. The Parties agree that the execution of this Agreement does not in any way constitute a binding commitment on the part of either party to enter into or complete negotiations or any transaction with the other party.

7. Owner hereby excludes all representations, warranties and conditions, express or implied, including, without limitation, any representations, warranties or conditions of accuracy, sufficiency or suitability.

8. Each party acknowledges that the other party may be considering transactions with third parties that are similar to, and which may occur in lieu of, the purpose contemplated hereunder and nothing herein shall prohibit each party from entering into such transactions.

9. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes and overrides any prior or other agreements, representations, warranties, understandings and explanations between the parties hereto with respect to the subject matter of this Agreement.

10. This Agreement shall be binding upon the officers, employees, trustees, receiver, heirs, executors, administrators, successors and assigns of the parties.

11. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Illinois, without giving effect to principles of conflicts of law. In the event that a court of competent jurisdiction determines that any portion of this Agreement is unreasonable because of its term or scope or for any other reasons party, the parties agree that such court may reform such provision so that it is reasonable under the circumstances and such provision, as reformed, shall be enforceable.

12. The parties acknowledge that their respective legal counsel has reviewed and participated in settling the terms of this Agreement, and that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement.

13. In this Agreement words importing the singular include the plural and vice versa and words importing gender include all genders.

14. Any term of this Agreement may be amended with the written consent of the Village and Company. Any amendment or waiver effected in accordance with this Section shall be binding upon the parties and their respective successors and assigns. Failure to enforce any provision of this Agreement by a party shall not constitute a waiver of any term hereof by such party.

15. The restrictions and obligations of the parties herein with respect to Confidential Information shall remain in full force and effect for a period of two (2) year from the date first above written. Notwithstanding any termination of this Agreement, all confidential information shall remain subject to the Agreement's terms.

16. Notices. All notices, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to be effective (i) if personally delivered, upon delivery, (ii) if delivered by facsimile, upon receipt of confirmation from Receiving Party's facsimile machine, (iii) if delivered by registered or certified United States mail, postage prepaid, return receipt requested, upon receipt or refusal of receipt, or (iv) if delivered by Federal Express or other recognized courier guaranteeing overnight delivery, one (1) business day after being sent to the address provided below:

Company:

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17. Neither party may assign this Agreement or any interest herein without the other parties' express prior written consent.

18. Nothing in this Agreement requires either Party to conclude the Project. Either party may terminate the Project discussions at any time in its sole discretion. Disclosing Party does not make any representation or warranty (express or implied) concerning the completeness or accuracy of the Confidential Information. The Parties further agree that nothing herein is intended to be nor shall it be construed as creating (i) a partnership, joint venture, or other legal entity, or (ii) any agency or continuing relationship between the Parties other than as expressly and specifically set forth herein. The Parties agree that (i) all rights to Confidential Information disclosed pursuant to this Agreement are reserved to Disclosing Party, (ii) nothing in this Agreement shall diminish or restrict in any way the rights that each party has to market, lease, sell, or otherwise make available its products and services to any customer or third party, and (iii) no license or conveyance of any rights under any discoveries, inventions, or patents is granted or implied by either party to the other.

19. By executing this Agreement below, each individual signing this Agreement warrants that he or she is authorized to sign this Agreement on behalf of the party for which it is executed.

20. This Agreement may be executed and delivered in one or more counterparts, including by facsimile transmission or signed email, each of which will be deemed an original copy of this Agreement, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Mutual Agreement not to Disclose Confidential Information as of the date first above written.

Village of Sugar Grove

By: \_\_\_\_\_

Village President

Company:

By: \_\_\_\_\_



**RESOLUTION NO. 20110517F2**

**A RESOLUTION AUTHORIZING EXECUTION OF  
CONFIDENTIALITY AGREEMENTS  
BETWEEN THE VILLAGE OF SUGAR GROVE  
AND  
ELECTRICITY SUPPLIERS**

**WHEREAS**, the Village of Sugar Grove has been given the authority to negotiate for electric rates by referendum duly passed on April 5, 2011; and

**WHEREAS**, it is in the best interest of the Village to provide the electrical aggregation as authorized by said referendum; and

**WHEREAS**, the Village wishes to exchange certain confidential and proprietary information for the purpose of evaluating whether energy suppliers can serve the members of the Village’s aggregation program; and

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

That the Village President is hereby authorized to execute the Confidentiality Agreement between electricity suppliers and the Village of Sugar Grove.

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 17th 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, Village Clerk,  
Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Robert E. Bohler	_____	_____	_____	_____
Trustee Kevin M. Geary	_____	_____	_____	_____
Trustee Mari Johnson	_____	_____	_____	_____
Trustee Rick Montalto	_____	_____	_____	_____
Trustee David Paluch	_____	_____	_____	_____
Trustee Thomas Renk	_____	_____	_____	_____

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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:** ORDINANCE: NON-STANDARD PAVEMENT IN DRIVEWAY  
RIGHT-OF-WAY APRONS  
**AGENDA:** MAY17, 2011 REGULAR BOARD MEETING  
**DATE:** MAY 13, 2011

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**ISSUE**

Approval of non-standard at grade pavement in driveway right-of-way aprons.

**DISCUSSION**

This item was reviewed at the May 3, 2011 COTW Meeting where the Board directed staff to explore the possibility of the Village recording the required deed restriction for an additional fee and to place this item on the next Village Board Agenda. With regards to the permit and recording fees, the standard minimum cost for a building permit is \$60. The minimum document recording fee is generally \$35 and it basically takes about two hours for a staff person to record an item in Geneva. Staff would recommend that an additional \$100 fee be added to the permit if the deed restriction is recorded by staff. Staff is developing the document needed for recording which would allow for the non-standard at grade pavement for private driveways aprons within the Village right-of-way and will have this document ready the week of May 16<sup>th</sup> following Village Attorney review.

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 at grade 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 at grade pavement apron within the Village right-of-way.

Note that we have added the words "at grade" to the discussion of this text amendment.

### **COST**

A limited amount of Village Attorney time will be needed to review documents.

### **RECOMMENDATION**

That the Village Board approve a text amendment which would allow for non-standard at grade pavement within driveway aprons in the Village right-of-way, subject to attorney review of the recordable documents.



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

**ORDINANCE NO. 20110517**

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**AN ORDINANCE AMENDING SECTIONS  
12-6-14 AND 7-1-1 OF THE VILLAGE CODE IN  
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 15th 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 15th day of May, 2011

**ORDINANCE NO. 20110517**  
**AN ORDINANCE AMENDING SECTIONS 12-6-17 AND 7-1-1 OF THE VILLAGE CODE IN**  
**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 of Sugar Grove 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 5/1-1 *et seq.*; and,

**WHEREAS**, the Village Board of Trustees has determined that it is in the best interests of the Village and the citizenry thereof to implement a new provision of the Village code concerning the placement of non-standard at grade pavement in driveway right-of-way aprons and,

**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:** Section 12-6-17 of the Village Code of Ordinances is hereby amended to read as follows:

12-6-17: Non-Standard At Grade Pavement in Driveway Right-of-Way Aprons.

- A. Installation Required: All drive aprons throughout the subdivision shall be installed at grade and maybe of a non-standard pavement material as approved by the Village of Sugar Grove.
- B. All driveway aprons must be issued a building permit and have a recorded deed restriction/hold harmless-release of liability agreement recorded with the County Recorder's Office prior to installation.
- C. Any damage cause by the Village within the right of way shall not entitle the owner to reimbursement for any non-standard pavement material.
- D. All non-standard driveway aprons constructed prior to May 17<sup>th</sup>, 2011 shall be permitted to remain, subject to submittal of a deed restriction/hold harmless-release of liability agreement.

**SECTION TWO:** Section 7-1-1 of the Village Code of Ordinances is hereby amended to read as follows:

**7-1-1: PUBLIC PROPERTY; USE RESTRICTED:**

- A. Obstruction Prohibited: It shall be unlawful for any person to cause, create or maintain (except as by ordinance may be provided) any obstruction or artifice on any street, alley, sidewalk, right of way, parkway or other public property.
- B. Goods Or Merchandise Prohibited: It shall be unlawful for any person to use any street, sidewalk, parkway, right of way or other public place as space for the display of goods or merchandise, for the advertisement of any goods or merchandise or for the delivery of any goods or merchandise.
- C. Mailboxes: All mailboxes in the Village shall conform to the requirements of Section 12-6-14.
- D. Non-Standard At Grade Pavement in driveway right-of-way aprons shall conform to the requirements of Section 12-6-17.

**SECTION THREE: Savings Clause**

All ordinances or portions thereof in conflict with this ordinance are hereby repealed.

**SECTION FOUR: Effective Date**

This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law, and from and after the passage of the Village Resolution implementing the comprehensive impact fee collection and disbursement policy for the Village.

**SECTION FIVE: Severability**

Should any provision of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect the same as if the invalid provision had not been a part of this Ordinance.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 15th day of May, 2011.

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

ATTEST: \_\_\_\_\_  
Cynthia L. Galbreath  
Clerk, Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Richard Montalto	___	___	___	___
Trustee Thomas Renk	___	___	___	___
Trustee Marie Johnson	___	___	___	___
Trustee Robert E. Bohler	___	___	___	___
Trustee David Paluch	___	___	___	___
Trustee Kevin M. Geary	___	___	___	___

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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:** DISCUSSION: AMENDMENT TO THE PERSONNEL MANUAL – DRUG FREE WORK PLACE  
**AGENDA:** MAY 17, 2011 COMMITTEE OF THE WHOLE  
**DATE:** MAY 13, 2011

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**ISSUE**

Should the Board amend the Personnel Manual.

**DISCUSSION**

The current personnel manual adopted by Ordinance 604 requires that amendments be made by resolution. Village staff is in the process of completing a comprehensive update to the manual however recommends that in the best interest of the Village a comprehensive Drug Free Work Place Policy be instituted at this time.

Currently all employees that hold a C.D.L. license are in a random drug testing pool. The testing performed meets the requirements of the Department of Transportation (D.O.T.) for C.D.L. drivers. Represented employees are also in a random pool that is administered by the same vendor; however the testing is not at the D.O.T C.D.L. requirement level.

The current provider for this type of testing is Midwest Occupational Health (MOH). The testing site is located at the Dreyer location on Galena Boulevard in Aurora. The procedure that is followed is; MOH sends a notice of testing to the Village. As HIPPA rules must be followed as well as insuring that the proper procedures are followed these notification are sent to Finance Director VanVooren. This paperwork is then either given to the employee by the Mr. VanVooren or by their immediate supervisor. Upon receipt the employee that has been selected must immediately proceed to the testing site.

The attached policy would make all employees subject to random testing and allow for reasonable suspicion testing. All current supervisors have received training on the circumstance for which reasonable suspicion testing can be performed. The policy also clearly lays out the consequences for failing or refusing a random test.

For each test performed there is a charge which ranges from \$45.00 to \$70.00 for each employee tested. The testing cost variance is because the policy set by MOH is that 50% of all random (urine) tests performed will also be tested by breathalyzer. Additionally there is annual administrative fee of \$10.00 per employee in the pool. The total annual cost is estimated to be \$1,600.00.

It is recommended that the Board adopt the Drug Free Work Policy. Upon adoption the amendment would be given to all employees. Employees will be required to sign an acknowledgement of receipt and understanding of the policy.

### **COST**

There is no cost associated with the adoption of the policy, annual cost is estimated to be \$1,600.00.

### **RECOMMENDATION**

That the Board review the proposed policy and direct staff to place the policy on a future agenda for formal approval by resolutions as required.

## DRUG FREE WORK PLACE POLICY

### **Purpose**

The Village of Sugar Grove is committed to maintaining a work place that is drug free. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

As part of the drug-free workplace policy, it is the policy of the Village to conduct drug testing during the post-offer-of-employment physical examination. It is also the policy of the Village to conduct drug/alcohol testing where it has reason to believe that an employee may be under the influence of alcohol, illegal drugs or other controlled substances. Employees subject to D.O.T. testing shall be tested in accordance with D.O.T. regulations in addition to the testing and discipline provisions of this policy. Refusal to submit to testing will result in disciplinary action, up to and including termination of employment.

**Drug and Alcohol Testing.** The Village may require employees to submit to urinalysis test and/or other appropriate drug or alcohol testing at a time and place designated by the Village, providing, in the opinion of the Department Head, the Police Chief or their designee, there is sufficient cause for such testing, i.e., reasonable individualized suspicion. Without limiting the foregoing, drug or alcohol testing may also be required at any time when an employee is involved in any work-related incident which has resulted in personal injury or property damage.

The Village shall also require employees not subject to random drug and alcohol testing per D.O.T. regulations to participate in random drug and alcohol testing. Such testing shall be operated by an outside vendor so that on average, approximately fifty percent (50%) of the subject workforce is tested in any given 12 month period.

Tests shall be immediate result (results available within 30 minutes) or delayed result tests. In the event of a positive result on an immediate result test, or at the time of any delayed result test, the employee may request that a blood sample be taken so that a blood test can be performed to verify any positive initial test results. All test results shall be submitted to the Finance Director or Village Clerk and/or their designee for appropriate action.

### **Prohibited Conduct**

In accordance with the Federal Drug-Free Work Place Act of 1988, Village employees shall not manufacture, distribute, dispense, possess or use illicit drugs, unauthorized prescription drugs, alcohol or controlled substances on the premises of any Village building or facility in Village-owned vehicles or during working hours (unless authorized). Likewise, employees also are prohibited from being under the influence of illegal drugs,

controlled substances, unauthorized prescriptions or alcohol on the premises of any Village building or facility in Village-owned vehicles or during working hours. Compliance with this policy is a condition of employment. Sanctions for violation of this policy extend to and include termination of employment and referral for prosecution consistent with applicable local, state and federal law.

As a condition of initial or continued employment, employees shall abide by the terms of this policy and shall notify the Village Administrator or the Chief of Police of any criminal drug statute conviction, guilty or nolo contendere plea for a violation occurring in the work place no later than five days after such conviction or plea.

### **Consequences of Positive Test Results**

- 1) Applicants who refuse to cooperate in or fail to pass a post-offer-of-employment drug test may not be hired.
- 2) Employees who refuse to cooperate in a required test, who test positive, or who use, possess (except as proper for evidentiary assignment or training purposes, and authorized transport), distribute, purchase, sell, manufacture, or dispense illegal drugs on Village premises or work sites will be disciplined, up to and including termination of employment.
- 3) Employees, who possess or consume illegal drugs, paraphernalia, or alcoholic beverages on Village premises or work sites, will be disciplined, up to and including termination of employment.
- 4) Employees who have been convicted of, sentenced for, or pled no contest to a drug crime committed on Village premises or work sites, will be disciplined or terminated.



**RESOLUTION NO. 20110517F1**

**RESOLUTION AUTHORIZING ELECTRONIC BILLING PROCEDURES FOR UTILITY BILLING**

**WHEREAS**, the Village of Sugar Grove utilizes the services of Harris Computer Systems for the provision of the Villages enterprise resource planning system; and

**WHEREAS**, Harris Computer Systems offers electronic billing and payment through Municipal Software, Inc. (MSI); and

**WHEREAS**, the Village is desirous of upgrading the current software system for utility billing; and

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

- 1. The Village does hereby authorize the Finance Director to proceed with the procurement and installation of said needed MSI software from Harris Computers Systems.

Passed by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, at a regular meeting thereof held on this 17th 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, Village Clerk, Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Robert E. Bohler	_____	_____	_____	_____
Trustee Kevin M. Geary	_____	_____	_____	_____
Trustee Mari Johnson	_____	_____	_____	_____
Trustee Rick Montalto	_____	_____	_____	_____
Trustee David Paluch	_____	_____	_____	_____
Trustee Thomas Renk	_____	_____	_____	_____

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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:** APPROVAL: ELECTRONIC BILLING & PAYMENT RECEIPT  
**AGENDA:** MAY 17, 2011 REGULAR BOARD MEETING  
**DATE:** MAY 12, 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 May 3, 2011 regular Village Board meeting. The Board requested staff get answers to a couple of questions regarding ongoing costs.

iConnect will allow our residents to get all of the billing information (usage and dollars) online and will cost \$1,500 upfront. There will be ongoing monthly charges of \$220 per month (\$180 plus \$0.02 per bill) for the first year and \$110 per month (\$90 plus \$0.01 per bill) for the second year and beyond. These costs are included in the proposal and will not change.

E-Bill notification will send our residents an email on a monthly basis (rather than a paper bill) and will cost \$1,000 upfront. The proposal included ongoing monthly charges of \$0.35 per e-bill notification, but staff was able to negotiate a reduction to \$0.31. The Village will now save a net amount of \$105 per month if 1,000 residents sign up for e-billing.

Attached is the proposal from Municipal Software, Inc. for iConnect and e-billing.

**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 approve a resolution authorizing electronic billing procedures for utility billing.

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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:** RESOLUTION: EMPLOYER WITHDRAWAL OF ING PAYROLL DEDUCTION SUPPORT  
**AGENDA:** MAY 17, 2011 COMMITTEE OF THE WHOLE  
**DATE:** MAY 16, 2011

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**ISSUE**

Should the Board authorize withdrawal from ING for employer support.

**DISCUSSION**

The Village at this time administers two (2) 457 plans to employees. The ING and the ICMA/RC plans. Both plans are non-matched, no Village contribution plans. The Village's only roll in these plans is that of a payroll - direct deposit function. Although the Village is a participating employer in ING the direct deposit plan is no longer utilized by employees and has not been for quite some time.

It is the recommendation of staff that employer support for ING be terminated at this time. This recommendation is given as the Village is providing payroll function support for a program that is no longer utilized. Anyone that is currently still in the program may continue to participate on a personal basis and will continue to receive 457 Plan support and management services directly from ING. The Villages withdrawal from the program will have no bearing on the current or past employees who still have active accounts.

The Village will continue to make available support for the ICMA RC 457 plan. This plan is the currently offered to employees in which they can participate in a 457 (no Village match or contributions).

**COST**

There is no cost associated with the termination of the employer support of ING.

**RECOMMENDATION**

That the Board adopt a Resolution Authorizing withdrawal as an employer from ING.



**RESOLUTION NO. 20110517F3  
VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS  
RESOLUTION AUTHORIZING EMPLOYER WITHDRAWAL FROM ING**

**WHEREAS**, the Village of Sugar Grove wishes to assist employees in meeting retirement savings needs; and

**WHEREAS**, the Village of Sugar Grove upon requests of employees had added the ING (formerly Aetna) 457 retirement plan to those plans offered as a voluntary employee only contribution plan; and

**WHEREAS**, the support of this plan as adopted was added as a payroll function for direct deposit as requested by employees into ING accounts; and

**WHEREAS**, there are no current employees who utilize this function; and

**WHEREAS**, the Village of Sugar Grove offers other 457 plans and no longer desires to participate in ING for purposes of direct deposit and accounting purposes; and

**WHEREAS**, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to withdraw from the ING 457 retirement plan; and

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

That the Finance Director of the Village of Sugar Grove is hereby authorized to execute any and all documents required to terminate participation in ING as an employer.

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 17th 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

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

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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:** RESOLUTION: AUTHORIZING EXECUTION OF  
CONFIDENTIALITY AGREEMENTS BETWEEN THE VILLAGE OF  
SUGAR GROVE AND ELECTRICITY SUPPLIERS  
**AGENDA DATE:** MAY 17, 2011 REGULAR BOARD MEETING  
**DATE:** MAY 13, 2011

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**ISSUE**

Should the Village Board authorize execution of confidentiality agreements with electricity suppliers for the purpose of municipal aggregation.

**DISCUSSION**

The Village Board last discussed municipal aggregation at the January 11, 2011 Regular Board meeting, when it placed the question on the April 5, 2011 ballot.

On April 5, 2011, in accordance with the requirements of Public Act 96-1076, Sugar Grove voters approved a referendum to operate an Aggregation Program as an "opt-out" program. Under the opt-out program, all ComEd residential and small commercial retail customers in the Village are automatically included as participants in the Program unless they opt-out of the Program by providing written notice of their intention not to participate as a part of the Aggregation Group.

The following steps have been or need to be taken in order for the Program to start:

- Request load data from ComEd (requested April 22 and received May 12) – This is an aggregation of usage on residential and small commercial accounts.
- Approve confidentiality agreements with eligible suppliers (anticipated May 17) – This will allow us to share confidential and proprietary information and receive indicative pricing.
- Publish for public hearing on municipal aggregation (May 19 and May 26)
- Public Hearing #1 (June 7)
- Public Hearing #2 (June 21)
- Ordinance: Authorizing the Village to aggregate electric loads for residential and small commercial retail customers in the Village and implement an opt-out program with the Plan of Governance attached as Exhibit A (June 21)
- Bid for residential and small commercial aggregation (June 21)
- Conversion of accounts (August 1)

Attached is the resolution authorizing execution of confidentiality agreements with said suppliers, as well as a copy of the confidentiality agreement itself.

### **COSTS**

The cost for the Village Attorney to review the Confidentiality Agreement and Plan of Governance was unbudgeted in fiscal year 2011 – 2012, but is expected to be approximately \$200 and will come out of 01-56-6301 which currently has a remaining balance of \$1,000. In addition, the cost to advertise for the public hearings was unbudgeted in fiscal year 2011 – 2012, but is expected to be approximately \$300 and will come out of 01-56-6503, which currently has a remaining balance of \$612.

### **RECOMMENDATION**

The Village Board approve resolution 20110517F2, Authorizing Execution of Confidentiality Agreements Between the Village of Sugar Grove and Electricity Suppliers (Subject to Attorney Review).

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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:** BACK UP SUMP PUMP GRANT/REIMBURSEMENT PROGRAM  
**AGENDA:** MAY 17, 2011 COMMITTEE OF THE WHOLE MEETING  
**DATE:** MAY 13, 2011

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**ISSUE**

Should the Village implement a Back Up Sump Pump Grant/Reimbursement Program.

**DISCUSSION**

The Village President, with the assistance of Public Works Staff has been researching the possibility of offering a Back Up Sump Pump Grant/Reimbursement Program to residents with a history of flooding problems due to ground water.

Any interested resident would be required to complete an application requesting participation in the program. The application would contain standard information such as the residents name, address, contact information, date of move in and if they are the owner of the property. Information pertaining to the history of any flooding problems would also be included, such as details on any issues in the past 12 months, number of floods since move in and what was the suspected causes (if known). At this time, the Village would also request cost estimates obtained by the resident. Any plumber or electrician proposing to complete the installation must be licensed by the Village. In addition, the resident would be required to secure any permits associated with the installation and all rough in and final inspection requirements would need to be completed.

In addition, Staff is recommending that certain criteria be met in regards to the upgraded or replacement system installed. Some of the key features Staff considers important are: automatic self testing of the system, battery backup capability with battery charger, dual high capacity pumps for redundancy, audible alarms and system monitoring. Systems with these features also offer notification including e-mails and phone calls so the resident can always be informed in the event of possible failures or alerts. A good example of this type of system is the NexPump Ai System. While the Village does not have first hand experience with this system, it appears to be a quality system. However,

any similar system meeting the above mentioned criteria would be considered for approval.

Once the application has been approved, the system is installed and all inspection criteria have been met; the resident would then be eligible for up to a \$1,000.00 grant/reimbursement. Staff is anticipating between 15 and 25 residents taking advantage of the program for a total cost of between \$15,000.00 and \$25,000.00 for FYE 12.

### **COST**

This program is unbudgeted for FY 2011-12. Staff is currently reviewing the FYE 12 Budget to identify funding sources and accounts.

### **RECOMMENDATION**

The Village Board discusses the Back Up Sump Pump Grant/Reimbursement Program and advises Staff on how to proceed.

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** TONY SPECIALE, DIRECTOR OF PUBLIC WORKS  
BRAD MERKEL, UTILITIES SUPERVISOR  
**SUBJECT:** DISCUSSION: WHEELER ROAD RESIDENTIAL WATER CONNECTION  
**AGENDA:** MAY 17, 2011: COMMITTEE OF THE WHOLE  
**DATE:** MAY 12, 2011

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**ISSUE**

Should the Village Board reinstate the water tap-on fee credit for Wheeler Road residents connecting to the Village Water System.

**DISCUSSION**

At the April 6, 2004 Regular Board meeting, Mr. Richard DeTamble approached the Village Board regarding connection to the Village Water System requesting that the Village share the costs of connection. As a result, at the September 7, 2004 Regular Board Meeting, the Village Board approved the Private Well Abandonment Incentive Credit Ordinance (see attached). For a 24 month period, any residential property owner that connected their property to the Village water systems and simultaneously abandons the existing well on the same property will be entitled to a credit equal to one water tap-on fee for the property. The 24 month timeframe specified in the ordinance expired on September 17, 2006 with no residents taking advantage of the credit offered.

Recently, Mr. DeTamble again contacted the Village regarding the costs associated with connection to the Village water system and the possibility of offering a similar tap on fee credit as we did in 2004.

Currently, the Village Code 8-1-6: Service Connection; Fees: Section A-8: Installation, (see attached) states: connecting to the Village Water System shall be at the property owner's expense. That includes the \$5,801 Water Tap-On Fee. However, after the home owner completes excavation, including boring under the road, the Village will furnish and install the following materials: corporation stop, curb stop, curb stop box and copper water line from the corporation stop to the curb stop. The estimated cost to the Village for the above listed materials, regardless of any tap-on fee credit, is \$737. Furthermore, Village Code 8-1-8: Service Pipes; Maintenance: Section A-1: Installation, (see attached) states: the cost of installing the water line beyond the curb stop is the home owner's responsibility. However, if the Board wishes to reinstate the 2004 Tap-On

Credit ordinance, a revised version of Ordinance Number 2004-0917A would need to be approved.

Although Wheeler Road residents pay property taxes, the Water and Sewer Fund is not maintained by tax dollars. The Water and Sewer Fund is supported by revenue generated from water usage. Customers of the Water & Sewer System would be subsidizing any resident taking advantage of the water tap-on fee credit.

### **COST**

There is no cost associated with the discussion of the Wheeler Road residential water connection.

### **RECOMMENDATION**

The Village Board discuss the reinstatement of the 2004 Private Well Abandonment Incentive Credit Ordinance.

#### **8-1-6: SERVICE CONNECTION; FEES:**

##### **A. General Requirements:**

8. Installation: Upon approval, each lot shall be provided a service connection at the property owner's expense. After payment of the required connection fees, the Village shall furnish and install a corporation stop, the service pipe to the curb stop, and the curb stop and curb box to a point seven feet (7') outside the property line or at a point approved on the permit. These items and services shall be furnished only after suitable trench excavation has been provided by or on behalf of the owner. The owner shall also be responsible for the proper backfilling of the trench and any repair of sidewalk, curb or paving.

#### **8-1-8: SERVICE PIPES; MAINTENANCE:**

##### **A. Service Pipes and Buffalo Boxes:**

1. Installation: All service pipes from the buffalo box to the premises served shall be installed by and at the sole expense of the owner.



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

**ORDINANCE NO. \_\_\_\_\_**

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**AN ORDINANCE AMENDING THE VILLAGE CODE REGARDING THE WATER ORDINANCE IN  
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 \_\_\_\_\_ day of \_\_\_\_\_, 2004.

Published in Pamphlet Form  
by authority of the Board of Trustees  
of the Village of Sugar Grove, Kane County,  
Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**ORDINANCE NO. \_\_\_\_\_**  
**AN ORDINANCE AMENDING THE VILLAGE CODE REGARDING THE WATER ORDINANCE IN**  
**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 of Sugar Grove 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 5/1-1 *et seq.*; and,

**WHEREAS**, the Village Board finds that it is in the best interest to encourage the closing of existing private wells inside the Village boundaries; and,

**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: Amendment of Village Code Sections.**

1. Section 8-1-4 of the Village of Sugar Grove Code of Ordinances is hereby amended create a new Subsection F to read as follows:

“F. 1. Credits. From the period commencing on the effective date of this Ordinance and continuing for a 24 month period thereafter, any owner of residential property inside the corporate limits of the Village who connects said property to the Village water system, and simultaneously (or upon a reasonable transition schedule approved by Village Staff) closes all existing well(s) on the same property, shall be entitled to a credit equal to one connection water tap on fee for the property in question. All closings of said existing well(s) shall be in conformance with all requirements as set forth by the Village Engineer for the safe and sanitary closing of said well to protect the surface of the property and to insure the integrity of the below ground water supply free from surface contamination.

2. Eligible Locations: Pursuant to Section F.1., Any property that possessed an existing well(s) may apply to be included to take advantage of the credit provided in Section F.1 above and, if satisfactory proof is presented to the Director of Public Works that said well existed prior to the effective date of this ordinance, said property may be included as eligible under this section.”

**SECTION TWO: Savings Clause**

All ordinances or portions thereof in conflict with this ordinance are hereby repealed, provided however that the repeal or amendment of any portion of the Village Code of Ordinances herein shall not affect any pending or rights existing at the time such amendment hereof takes effect, or any procedures therefore.

**SECTION THREE: Effective Date and Automatic Repeal**

This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law, and shall automatically be repealed 24 months after the effective date hereof and be of no further force and effect thereafter.

**SECTION FOUR: SEVERABILITY**

Should any provision of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect the same as if the invalid provision had not been a part of this Ordinance.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
President of the Board of Trustees  
of the Village of Sugar Grove, Kane  
County, Illinois

ATTEST: \_\_\_\_\_  
Clerk, Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Marie Williams	___	___	___	___
Trustee Thomas Renk	___	___	___	___
Trustee Marie Johnson	___	___	___	___
Trustee Robert E. Bohler	___	___	___	___
Trustee Joseph Wolf	___	___	___	___
Trustee Kevin M. Geary	___	___	___	___
President P. Sean Michels	___	___	___	___

**THE VILLAGE OF SUGAR GROVE  
TIF INTERESTED PARTIES REGISTRY REGISTRATION RULES**

- A. Definitions. As used in these Registration Rules, the following terms shall have the definitions set forth below.

“Act” shall mean the Tax Increment Allocation Redevelopment Act 65 ILCS § 5/11-74.4-1 et seq. As amended from time to time.

“VILLAGE” shall mean the Village of Sugar Grove, a unit of government under Section § 6(a) Article VII of the 1970 Constitution of the State of Illinois.

“Interested Party(s)” shall mean (a) any organization(s) active within the Village of Sugar Grove (b) any resident(s) of the Village of Sugar Grove, and (c) any other entity or person otherwise entitled under the Act to register in a specific Registry who has registered in such Registry and whose registration has not been terminated in accordance with these Registration Rules.

“Redevelopment Project Area” shall mean a redevelopment project area that (a) is intended to qualify (or has subsequently qualified) as a “redevelopment project area” under the Act and (ii) is subject to the “interested parties” registry requirements of the Act.

“Registration Form” shall mean the form appended to these Registration Rules or such revised form as may be approved by the VILLAGE consistent with the requirements of the Act.

“Registry” or “Registries” shall mean each interested parties registry, and all such registries, collectively, established by the VILLAGE pursuant to Section § 11-74.4-4.2 of the Act for the Redevelopment Project Area.

- B. Establishment of Registry The VILLAGE shall establish a separate interested parties registry for each Redevelopment Project Area, whether existing as of the date of the adoption of these Rules or hereafter established. The VILLAGE shall establish a new registry whenever it has identified an area for study and possible designation as a Redevelopment Project Area. In any event the process of establishing the new registry must be completed prior to the deadline for sending any of the notices required by Section (J) of these rules or any other notices required by the Act with respect to the proposed Redevelopment Project Area.
- C. Maintenance of Registry The Registries shall be maintained by the Village Clerk or his or her designee. In the event the VILLAGE determines that a person other than the Clerk should maintain the Registries, the VILLAGE may transfer the responsibility for maintaining the Registries to such other Department provided

- that the VILLAGE (i) gives prior written notice to all Interested Parties not less than thirty (30) days prior to such transfer and (ii) publishes notice of such transfer in a newspaper of general circulation in the Village of Sugar Grove.
- D. Registration by Residents An individual seeking to register as an Interested Person with respect to a Redevelopment Project Area must complete and submit a Registration Form to the Village Clerk. Such individual must also submit a copy of a current driver's license, lease, utility bill, financial statement or such other evidence as may be acceptable to the Clerk to establish the individual's current residency.
- E. Registration by Organizations An organization seeking to register as an Interested Person with respect to a Redevelopment Project Area must complete and submit a Registration Form to the Village Clerk. Such organization must also submit a copy of a one-page statement describing the organization's current operations in the VILLAGE.
- F. Determination of Eligibility All individuals and organizations whose Registration Form and supporting documentation complies with these Registration Rules shall be registered in the applicable Registry within ten (10) business days of the Village Clerk's receipt of all such documents. Upon registration Interested Parties shall be entitled to receive all notices and documents required to be delivered under these Rules or as otherwise required under the Act with respect to the applicable Redevelopment Project Area. If the Village Clerk determines that a registrant's Registration Form and/or supporting documentation is incomplete or does not comply with these Registration Rules, the Clerk shall give written notice to the registrant specifying the defect(s). The registrant shall be entitled to correct any defects and resubmit a new Registration Form and supporting documentation.
- G. Renewal and Termination An Interested Person's registration shall remain effective for a period of three years. At any time after such three year period the Village Clerk may provide written notice by regular mail to the Interested Person stating that such registration shall terminate unless the Interested Person renews such registration within thirty (30) days of the Clerk's mailing of written notice. To renew such registration, the Interested Person shall, within such thirty (30) day period, complete and submit the same Registration Form and supporting documentation then required of initial registrants in order to permit the Clerk to confirm such person's residency or such organization's operations in the VILLAGE. The registration of all individuals and organizations whose Registration Form and supporting documentation is submitted in a timely manner and complies with these Regulation Rules shall be renewed for an additional, consecutive three year period. If the Village Clerk determines that a registrant's renewal Registration Form and/or supporting documentation is incomplete or does not comply with these Registration Rules, the Clerk shall give written notice to the registrant at the address specified in the renewal Registration Form submitted by such registrant, specifying the defect(s). The registrant shall be entitled to correct any defects and resubmit a new Registration Form and supporting documentation within thirty (30) days of receipt of the Clerk's notice. If all defects are not corrected within thirty (30) days of the Interested Person's receipt of the Village Clerk's notice, the Interested Person's registration shall be

terminated. Any Interested Person whose registration is terminated shall be entitled to register again as if a first-time registrant.

- H. Amendment to Registration An Interested Party may amend its registration by giving written notice to the Village Clerk by certified mail of any of the following: (i) a change in address for notice purposes; (ii) in the case of organizations, a change in the name of the contact person; and (iii) a termination of registration. Upon receipt of such notice, the Clerk shall revise the applicable Registry accordingly.
- I. Registries Available for Public Inspection Each Registry shall be available for public inspection during normal VILLAGE business hours. The Registry shall include the name, address and telephone number of each Interested Person and for organizations, the name and phone number of a designated contact person.
- J. Notices to be Sent to Interested Parties. Interested Parties shall be sent the following notices and any other notices required under the Act with respect to the applicable Redevelopment Project Area:
  - (i) pursuant to sub-section § 74-4-5(a) of the Act, notice of the availability of a proposed redevelopment plan and eligibility report, including how to obtain this information, such notice shall be sent by mail within a reasonable period of time after the adoption of the ordinance fixing the public hearing for the proposed redevelopment plan:
  - (ii) pursuant to sub-section § 74-4.5(a) of the Act, notice of changes to proposed redevelopment plans that do not (1) add additional parcels of property to the proposed redevelopment project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of or extend the life of the redevelopment project, or (4) increase the number of low or very low income households to be displaced from the redevelopment project area, provided that measured from the time of creation of the redevelopment project area the total displacement of households will exceed 10; such notice shall be sent by mail not later than ten (10) days following the VILLAGE's adoption by ordinance of such changes.
  - (iii) pursuant to sub-section § 74-4-5 ( c ) of the Act, notice of amendments to previously approved redevelopment plans that do not: (1) add additional parcels of property to the redevelopment project area, (2) substantially affect the general land uses in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project costs set out in the redevelopment plan by more than 5% after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan or (6) increase the number of low or very low

income households to be displaced from the redevelopment project area, provided that measured from the time of creation of the redevelopment project area the total displacement of households will exceed 10; such notice shall be sent by mail not later than 10 days following the VILLAGE's adoption by ordinance of any such amendment.

- (iv) pursuant to sub-section § 74.4-5(d)(9) of the Act for redevelopment plans or projects that would result in the displacement of residents from 10 or more inhabited residential units or that contain 75 or more inhabited residential units, notice of the availability of the annual report described by sub-section § 74.4-5(d), including how to obtain the annual report; such notice shall be sent by mail within a reasonable period of time after completion of the certified audit report.
- (v) pursuant to sub-section § 74.4-6(e) of the Act, notice of the preliminary public meeting required under the Act for a proposed Redevelopment Project Area that will result in the displacement of 10 or more inhabited residential units or which will contain 75 or more inhabited residential units, such notice shall be sent by certified mail not less than 15 days before the date of such preliminary public meeting.

- K. Non Interference These Registration Rules shall not be used to prohibit or otherwise interfere with the ability of eligible organizations and individuals to register for receipt of information to which they are entitled under the Act.
- I. Amendment of Registration Rules These Registration Rules may be amended by the VILLAGE subject to and consistent with the requirements of the Act.

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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 DIR.  
**SUBJECT:** ORDINANCE: AUTHORIZING ESTABLISHMENT OF TIF INTERESTED PARTIES REGISTRIES AND ADOPTING RULES FOR SUCH REEGISTRIES  
**AGENDA:** MAY 17, 2011 REGULAR VILLAGE BOARD MEETING  
**DATE:** MAY 13, 2011

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**ISSUE**

Establishing Tax Increment Financing (TIF) District Interested Parties Registries and rules for such Registries.

**DISCUSSION**

At the Special Village Board Meeting held on April 12, 2011, the Board agreed that it was in the best interest of the Village and its growth to explore the creation of a Tax Increment Financing (TIF) district for the industrial area on the west and northwest side of the Village. The Board then approved a Resolution establishing intent to utilize a TIF to stimulate economic development and a Resolution authorizing execution of a professional services agreement for a TIF study and plan.

The next steps in the process of establishing a TIF district are as follows:

1. Creation of an Interested Parties Registry Form
2. Creation of TIF Interested Parties Registry Rules.
3. Approval of an Ordinance creating the Registry and Rules
4. Publication of notice of Interested Parties Registry in newspaper

The attached TIF Interested Parties Registry Registration Rules and Forms provide definitions for terms used with a TIF District, how the Village will establish a Registry of Interested Parties, the maintenance of the Registry by the Village, rules for: the registration by residents, registration by organizations, eligibility determination, renewal and termination amendment to registration, amendment to registration, registries available for public inspection, notice to be sent to interested parties, non interference and the amendment of registration rules.

Staff would request that the Village Board approve an Ordinance authorizing the Village to establish Tax Increment Financing "Interested Parties" Registries and adopt Registration Rules for such Registries.

## **ATTACHMENTS**

1. An Ordinance of the Village of Sugar Grove, Illinois authorizing the establishment of Tax Increment Financing “Interested Parties” Registries and adopting registration rules for such Registries.
2. The Village of Sugar Grove TIF Interested Parties Registry Registration Rules
3. Village of Sugar Grove TIF Interested Parties Registration Form
4. Public Notice –Village of Sugar Grove Tax Increment Financing Redevelopment Project Area Registration For Interested Parties Registry

## **COST**

There are estimated costs of \$18,000 for the use of a consultant to determine feasibility of a Act for the study area, the development of a required Redevelopment Plan, or the initiation of a redevelopment program prior to the formal adoption of the ordinances necessary to implement the full powers of the Act. It is intended that the Village would utilize the financing provisions of the Act to recapture such expenses, to the extent that they are eligible.

## **RECOMMENDATION**

That the Village Board approved the Ordinance authorizing the establishment of TIF “Interested Parties” Registries and the rules of such Registries subject to Village Attorney review..

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**VILLAGE OF SUGAR GROVE TIF INTERESTED PARTIES REGISTRATION FORM**

Registration for Individuals: If you would like to register on the Interested Parties Registry for the **Industrial Park** Tax Increment Financing (TIF) redevelopment project areas, please complete Part A of this form. Please attach a photocopy of one of the following (driver's License, lease, utility bill, financial statement, or such other evidence as may be suitable to establish your current residency) to this form.

Registration for Organizations: If your organization is active in the Village of Sugar Grove and would like to register on the Interested Parties Registry for one or more tax increment financing (TIF) redevelopment project areas, please complete Part B of this form. Please attach a one-page statement which describes the organization's current operations in the municipality to this form. (Note: existing organizational documents that provide this information will also be accepted)

PART A: REGISTRATION FOR INDIVIDUALS (Please Print)

Name \_\_\_\_\_

Street Address \_\_\_\_\_

Zip Code \_\_\_\_\_ Home Telephone \_\_\_\_\_

E-Mail: \_\_\_\_\_

PART B: REGISTRATION FOR ORGANIZATIONS (Please Print)

Name \_\_\_\_\_

Street Address \_\_\_\_\_

Zip Code \_\_\_\_\_ Home Telephone \_\_\_\_\_

E-Mail: \_\_\_\_\_

Please return this form to: **TIF Interested Parties Registry**  
**Village of Sugar Grove**  
10 Municipal Drive  
Sugar Grove, IL 60554

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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