

<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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Agenda
February 19, 2013
Regular Board Meeting
6:00 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Hearing:
 - a. None
5. Appointments and Presentations
 - b. Presentation: Distinguished Budget Award
6. Public Comment on Items Scheduled for Action
7. Consent Agenda
 - a. Approval: Vouchers
 - b. Approval: Treasurer's Report
 - c. Approval: Approving At Will Employment Agreement Riders Contract Date Extension 7-31-13
 - d. Resolution: Approving a Professional Services Agreement – Layne Western – Change Order #1
 - e. Ordinance: Declaring Surplus
8. General Business
 - a. Resolution: Approval of a Dispatch Services Agreement with Tri-Com
 - b. Resolution: Authorizing Well #8 Phase II Repairs
 - c. Approval: Purchase of Police Video Cameras
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

*The consent agenda is made up of items that have been previously discussed, non-controversial, or routine in subject manner and are voted on as a 'package'. However, by simple request any member of the Board may remove an item from the consent agenda to have it voted upon separately. Items that are marked as * STAR – indicate that the item is Subject to Attorney Review*

Members of the public wishing to address the Board shall adhere to the following rules and procedures:

1. Complete the public comment sign-in sheet prior to the start of the meeting.
2. The Village President will call members of the public to the podium at the appropriate time.
3. Upon reaching the podium, the speaker should clearly state his or her name and address.
4. Individual comment is limited to three (3) minutes. The Village President will notify the speaker when time has expired.
5. Persons addressing the Board shall refrain from commenting about the private activities, lifestyles, or beliefs of others, including Village employees and elected officials, which are unrelated to the business of the Village Board. Also, speakers should refrain from comments or conduct that is uncivil, rude, vulgar, profane, or otherwise disruptive. Any person engaging in such conduct shall be requested to leave the meeting.
6. The aforementioned rules pertaining to public comment may be waived by the Village President, or by a majority of a quorum of the Village Board.
7. Except during the time allotted for public discussion and comment, no person, other than a member of the Board, shall address that body, except with the consent of two (2) of the members present.

<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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Agenda
February 19, 2013
Committee of the Whole Meeting
6:30 P.M.

1. Call to Order
2. Roll Call
3. Public Comments
4. Discussion: Declaring Parcel at East End of Calkins as Surplus Property
5. Discussion: Age-Based Residential Land Uses
6. Closed Session: Land Acquisition, Personnel, Litigation
7. Adjournment



RESOLUTION NO. 20130219PW1

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

RESOLUTION AUTHORIZING EXECUTION OF THE LAYNE CHRISTENSEN COMPANY PROFESSIONAL SERVICE AGREEMENT CHANGE ORDER #1.

WHEREAS, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to engage the services of Layne Christensen Company, Inc. to provide professional services to the Village of Sugar Grove, 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 Change Order #1 between Layne Christensen Company, Inc. and the Village of Sugar Grove for professional services to the Village of Sugar Grove. 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 19th day of February, 2013.

 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	Abstain
Trustee Robert E. Bohler	_____	_____	_____	_____
Trustee Kevin M. Geary	_____	_____	_____	_____
Trustee Mari Johnson	_____	_____	_____	_____
Trustee Rick Montalto	_____	_____	_____	_____
Trustee David Paluch	_____	_____	_____	_____
Trustee Thomas Renk	_____	_____	_____	_____
President P. Sean Michels	_____	_____	_____	_____

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: RICHARD YOUNG, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: DISCUSSION: AGE BASED RESIDENTIAL LAND USES
AGENDA: FEBRUARY 19, 2013 COTW MEETING
DATE: FEBRUARY 15, 2013

ISSUE

Should the Board develop a policy regarding the placement of Age Based Housing within the Village.

DISCUSSION

Home builders, developers and property owners continue to contact the Village about the un-finished developments such as Hannaford Farm, Settlers Ridge and Meadowridge Villas, along with other undeveloped sites, inquiring as to what the Village would envision happening on these sites. Staff has continued to report back to those inquiring that the Village Board would like to focus on those areas that already have developed lots, taking into account what type of housing would best fit with the homes that have already been developed.

It's the desire of some of these developers, homebuilders and property owners to bring senior housing to the Village. Meadowridge Villas and Prairie Glen are already approved with age based housing. Other possible developments that have been reviewed and/or are being considered include the Hampstead Court Assisted Living Facility, which was near final approval until the developer put it on hold, and the Galena Boulevard Senior Apartments which are in a per-application stage of discussion. While the project was eventually withdrawn, Board members will recall the Tadian Homes proposal for a large active adult mixed housing development.

As you know, age based housing can take on many different forms. The following are some of the different types that are being developed in the Chicagoland area today:

- Age Targeted Detached Single Family Homes
- Age Targeted Attached Single Family Homes
- Age Restricted Detached Single Family Homes

- Age Restricted Attached Single Family Homes
- Age Restricted Condominiums
- Age Restricted Apartments
- Congregate Care Facilities
- Assisted Living Facilities
- Nursing Homes
- Alzheimer's Centers

The types of housing noted above are sometimes, but not always, part of a Retirement Community or Active Adult Community. There are Continuing Care Communities and other facilities that may be free standing or developed as a part of an office park type campus.

As the Staff receives these calls regarding age based housing, it would be helpful for us to best reflect the desire of the Village Board with regards to these types of residential land uses.

Over the next few meetings, Staff would like to refresh the Board on the current age based housing in the Village and present information about the different types of age based housing being proposed or suggested for Sugar Grove, along with information on those that are being developed in the Chicagoland area. During the discussion we will ask that you consider which types are appropriate for Sugar Grove and where these types of units should be placed within the community.

UPDATE:

As we continue this discussion, one of the key points is to understand the different types of age based housing as they come forward. With that in mind, we offer the following basic definitions. As the Board reviews these definitions, keep in mind which, if any, locations within the Village you feel these uses would fit into the makeup of the community.

INDEPENDENT LIVING: This type of housing can take on many forms and is sometimes referred to as; retirement communities, retirement homes, senior apartments, or senior housing. This type of housing offers adults independence and a community of friends. Retirement living communities are typically restricted either to people over the age of 55, or over the age of 62. These communities can offer a wide range of intellectual, physical, and social interaction for active seniors.

CONGREGATE CARE FACILITY: In these types of facilities, each individual resident has private living quarters but shares with other residents a common dining room, recreational room and/or other facilities. Congregate care is similar to independent living but usually offers at least

one communal meal per day. It's common for other services, activities and transportation to be offered to residents as well.

ASSISTED LIVING: These are facilities with a wide range of services that provide a senior housing solution for adults who can live independently but need some assistance with daily activities. For many seniors, assisted living provides just the level of care they need to flourish and triumph in a new phase of life. Assisted living provides (CNA) certified nursing assistant help but not skilled nursing care or constant assistance. Most residents live in private or semiprivate rooms with a communal dining room for all meals. Additional services are usually offered for laundry, recreation and transportation as well.

NURSING HOME: These types of facilities generally provide their residents with the highest level of care outside of a hospital. While they do provide assistance in activities of daily living, they differ from other senior housing in that they also provide a high level of medical care including skilled nursing. A licensed physician supervises each resident's care and a nurse or other medical professional is always on the premises. Occupational and/or physical therapists are also available.

ALZHEIMER'S CARE CENTER: This type of care is offered at free-standing centers and in many assisted living facilities which are specially equipped and staffed to attend to Alzheimer's patients. Alzheimer's care facilities focus on safety, structured routine and personalized attention.

This discussion will continue at your next regular meeting in two parts. First, the applicants of the Galena Boulevard Senior Apartments will present a concept plan of their project. Second, we'll review the current Village zoning district regarding permitted and special use location for age based housing.

Currently the Village Zoning Ordinance addresses aged based housing as follows:

- **Congregate Care Facilities:** Permitted use in the B-3 district. Special Use in the E-1, R-2, R-3 and BP districts. Note in the BP district it must be located along a major arterial street.
- **Convalescent Centers:** Permitted use in B-3 district. Special Use in E-1, R-2, R-3 and BP districts. Note in the BP district it must be located along a major arterial street.

- **Nursing Homes: Permitted use in B-3 district. Special Use in the E-1, R-2, R-3 and BP districts. Note, in the BP district it must be located along a major arterial street.**
- **Group Homes: Special Use in the E-1, R-2 and R-3 residential districts.**
- **Apartments, Low Rise (three stories or less): Special Use in the R-3 district.**
- **Apartments, Mid Rise (three to seven stories): Special Use in the B-1 and B-2 districts.**

COSTS

There is no direct cost associated with this discussion at this time.

RECOMMENDATION

Staff would ask that the Board review the information and provide feedback to Staff.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: TONY SPECIALE, DIRECTOR OF PUBLIC WORKS
GEOFF PAYTON, STREETS & PROPERTIES SUPERVISOR
SUBJECT: DISCUSSION: VACATING THE RIGHT-OF-WAY AT THE DEAD END OF
EAST CALKINS DRIVE
AGENDA: FEBRUARY 19, 2013 COMMITTEE OF THE WHOLE
DATE: FEBRUARY 15, 2013

ISSUE

Should the Village Board vacate the right-of-way at the East dead end of Calkins Drive.

DISCUSSION

Mr. Warren Hestigen of 81 Calkins Drive has approached the Village suggesting that he would like to take ownership of the area adjacent to his property at the East dead end of Calkins Drive. Mr. Hestigen has stated that he would like to improve the area by removing the yellow bollards, adding arborvitae in their place and possibly installing a sidewalk from in front of his property to the park area. Maintenance of the area would also be the responsibility of Mr. Hestigen. Attached for reference is a picture of the area.

After some investigation by Staff, there appears to be two ways to transfer this area if the Village wishes to proceed:

The first way would be to sell the property to Mr. Hestigen. This would take a 3/4ths majority vote by the Village Board including the President and would not require a public hearing.

The second way is to vacate the right-of-way and give it to Mr. Hestigen since the property is contiguous to his parcel. This would require a 3/4ths majority vote by the Village Board not including the President and a public hearing.

Should the Village opt for either of the two scenarios listed above, there are general conditions that need to be addressed:

1. The Village would maintain a blanket utility easement over the area
2. The property cannot be combined with any other parcel or property for zoning or planning purposes

3. The Village would have the ability to re-acquire the property from Mr. Hestigen at no cost should it be deemed necessary.
4. No structures or buildings are to be allowed on this property.
5. Any improvement made by Mr. Hestigen would need to be approved by the Village.
6. Any improvement made by Mr. Hestigen shall not interfere with Snow and Ice Control operations.

COST

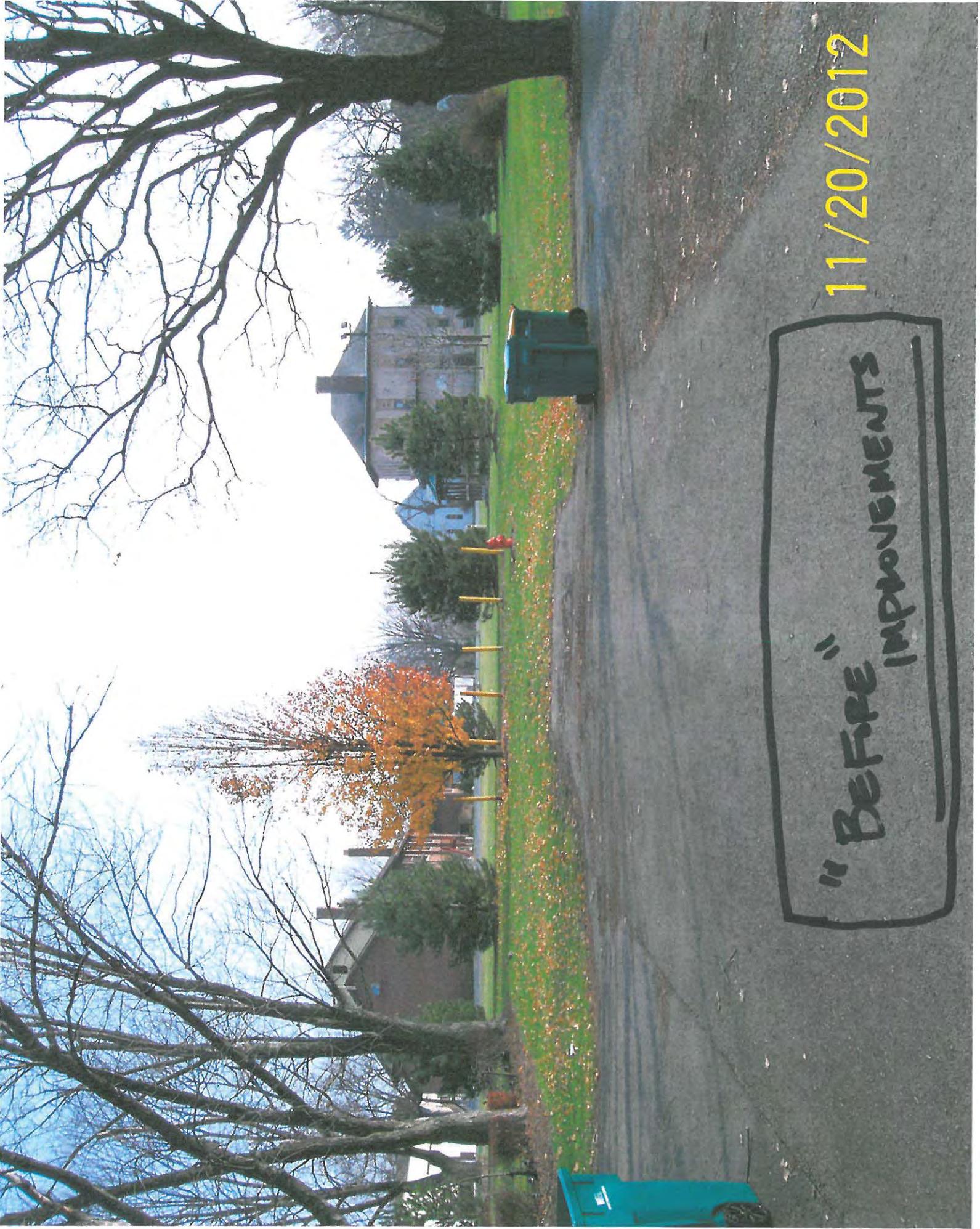
There are no costs associated with this discussion at this time.

RECOMMENDATION

That the Village Board discusses the issue and advise Staff on how to proceed.

11/20/2012

"Before" IMPROVEMENTS



**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: CHIEF RON MOSER
SUBJECT: PURCHASE OF 5 IN-CAR VIDEO SYSTEMS FROM L3 MOBILE-VISION, INC
AGENDA: FEBRUARY 19, 2013 REGULAR BOARD MEETING
DATE: FEBRUARY 14, 2013

ISSUE

Should the Village/Board authorize the purchase of five (5) Flashback 2 in-car video systems from L3 Mobile-Vision, Inc.

DISCUSSION

We currently have 3 Flashback 2 systems installed in the three newest patrol cars. If authorized, these 5 additional video systems would be installed in the remainder of the patrol and supervisor vehicles. Those 5 vehicles are currently being operated without any video system. In-car video is extremely valuable for evaluating officer professionalism and performance, investigating citizen complaints and as evidence in DUI and other traffic cases.

COST

This cost of this purchase is \$24,715.00 (\$22,000 will be paid from #01-51-6500, General Equipment, using drug and DUI fines. The remainder will be paid from Equipment Replacement Funds using account #30-51-7006).

RECOMMENDATION

That the Board approve the purchase of five (5) Flashback 2 In-Car Video Systems from L3 Mobile-Vision, Inc., and waive competitive bidding as this is a single source provider.



Mobile-Vision, Inc.

90 Fanny Rd, Boonton, NJ 07005
T. 800-336-8475 F. 973-257-3024

QUOTE

Number AAAQ8659
Date Jan 17, 2013

Sold To

Sugar Grove Police Department

Tom Barna
10 South Municipal Drive
Sugar Grove, IL 60554-0002
USA

Phone 6304664526
Fax 6304667996

Ship To

Sugar Grove Police Department

Tom Barna
10 South Municipal Drive
Sugar Grove, IL 60554-0002
USA

Phone 6304664526
Fax 6304667996

Salesperson		P.O. Number		Ship Via	Terms	
THOMPkins				UPS GROUND	NET 30	
Line	Qty	SKU	Description	Unit Price	Ext. Price	
1	5	MVD-FB2DVS-2	Flashback 2 In-Car Video System Assembly includes: FB2 digital video recorder w/ 8GB Compact Flash Card, VoiceLink Plus 2 wireless microphone assembly w/ transmitter, docking station, office charging base, belt clip and label microphones. GPS/WLAN Antenna, Nite-Watch color camera (12x optical and 144x digital zoom), monitor console (3.5" color LCD display), all mounts, cables and hardware. One year parts and labor warranty. (Installation not included unless quoted)	\$4,695.00	\$23,475.00	
2			Will need to car types, antenna types and DVR location when placing order.			
3	5	MVD-IR-CAM2	Option, Flashback IR Camera 2 w/14 Ft cable	\$0.00	\$0.00	
4	5	MVD-CRASH-BAT2	Option, CrashBat 2, FB2	\$198.00	\$990.00	
5	1	C1	Customer to arrange for own installation	\$0.00	\$0.00	

Signing below is in lieu of a formal Purchase Order.
Your signature will authorize acceptance of both pricing and product:

Signed: _____ Date: _____

L-3 Shipping Terms are FOB Boonton, NJ. By Signing below you agree to waive your shipping terms and ship this order FOB Boonton, NJ.

Signed: _____ Date: _____

SubTotal \$24,465.00
Tax TBD
S&H \$250.00
Total **\$24,715.00**

Credit Terms: Net 30 Days. State/
Local Fee and Taxes are not included

Quotation is valid for 60 days from date issued. These commodities, technology or software were exported from the United States in accordance with the Export Administration regulations. Diversion contrary to US law is prohibited.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS
BRAD MERKEL, UTILITIES SUPERVISOR
SUBJECT: RESOLUTION: AUTHORIZING EXECUTION OF THE LAYNE
CHRISTENSEN COMPANY PROFESSIONAL SERVICES AGREEMENT
CHANGE ORDER #1
AGENDA: FEBRUARY 19, 2013 VILLAGE BOARD MEETING
DATE: FEBRUARY 7, 2013

ISSUE

Should the Village Board authorize execution of the Layne Christensen Company Professional Services Agreement Change Order #1.

DISCUSSION

At the September 4, 2012 Regular Board Meeting, the Village Board authorized entering into a service agreement with Layne Christensen Company, Inc. for water system needs.

It was brought to staff's attention that the Professional Service Agreement did not specifically reference the Prevailing Wage Act. For the Village's protection and to comply with the Illinois Department of Labor regulations, Layne Christensen has proposed including the following language to paragraph 43 of the contract:

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Attorney Steve Andersson reviewed Change Order #1 and believes that an amendment to the Professional Services Agreement with Layne Christensen Company would be in the best interest to the Village.

Attached for your review is the Layne Christensen Company Professional Services Agreement Change Order #1.

COST

There is no cost associated with approving the agreement.

RECOMMENDATION

The Village Board approves Resolution **20130219PW1** authorizing execution of the Layne Christensen Company Professional Services Agreement Change Order #1.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: BRENT M. EICHELBERGER, VILLAGE ADMINISTRATOR
SUBJECT: EMPLOYMENT AGREEMENT RIDERS
AGENDA: FEBRUARY 19, 2013 CONSENT AGENDA
DATE: FEBRUARY 14, 2013

ISSUE

Should the Village approve temporary employment agreement extensions for appointed, contractual officials.

DISCUSSION

In accordance with state statute the employment agreements cannot be extend past the current mayoral term. The Village Administrator, Community Development Director, Finance Director and Director of Public Works, contracts expire April 30, 2013. As new employment agreements cannot be approved until after the new mayoral term, Village Attorney Steve Andersson has prepared employment agreement riders to extend the termination of the contracts from April 30th to July 31, 2013. During this time the Village Board will be able to consider new employment agreements for the listed positions. The riders change only the expiration dates of the contracts.

COST

Cost of this item is estimated at \$250 in legal services which will be charged to account # 01-50-6301 GF Administration Legal Services.

RECOMMENDATION

That the Board by consensus approve the employment agreement riders for the Village Administrator, Community Development Director, Finance Director and Director of Public Works.

AT WILL EMPLOYMENT AGREEMENT RIDER

This Agreement being made the 19th day of February, by and between the Village of Sugar Grove, an Illinois Municipal Corporation, (hereinafter "Village") and Brent Eichelberger (hereinafter "Eichelberger").

WHEREAS, the Village is a municipal corporation existing under the authority of the laws of the State of Illinois; and,

WHEREAS, Eichelberger currently serves the Village as its Administrator; and,

WHEREAS, Eichelberger has represented that he is qualified to act as such; and,

WHEREAS, the Village and Eichelberger have previously entered into an Employment Agreement on August 23rd, 2010; and,

WHEREAS, the August 23rd, 2010 Employment Agreement terminates on April 30th, 2013; and,

WHEREAS, the August 23rd, 2010 Employment Agreement indicates that, in the event the Agreement is not renewed or extended beyond April 30th, 2013, Eichelberger is entitled to certain payments specified in the Agreement as severance pay; and,

WHEREAS, the Village is unable to offer Eichelberger a new Employment Agreement for a specified term until after April 30th, 2013, following the outcome of the elections of that month; and,

WHEREAS, Eichelberger is desirous of continuing to offer his services to the Village on an at-will basis after April 30th, 2013 until the earlier of: 1) the Village terminating his employment; 2) Eichelberger voluntarily terminating his employment; or 3) the Village extending, and Eichelberger accepting, a new Employment Agreement for a specified term; and,

WHEREAS, the Village and Eichelberger agree that this Rider does not give Eichelberger an expectation of continuing employment beyond April 30th, 2013, nor do its contents in any way bind or obligate the Village or its elected or appointed officials to continue the employment of Eichelberger beyond that date, except by the express agreement of those parties with such express agreement coming at a time after April 30th, 2013;

NOW THEREFORE, in consideration of the mutual promises of the parties, and the payments hereinafter described, the parties agree as follows:

Section 1: Employment At-Will

1. Following April 30th, 2013, the employment of Eichelberger by the Village shall be solely at-will, and Eichelberger shall be terminable at any time, with or without cause.
2. That Eichelberger shall continue with his position as Administrator solely on an at-will basis, until the earlier of: 1) the Village terminating his employment; 2) Eichelberger terminating his employment; or 3) the Village extending, and Eichelberger accepting, a new Employment Agreement for a specified term.
3. For his services during the period following April 30th, 2013 and the first to occur of the events described in the preceding paragraph, Eichelberger shall be compensated biweekly, in an amount equal to his current biweekly installments, with such amount being reduced pro-rata should Eichelberger's employment be terminated for any reason before the completion of a given two week pay period.
4. Eichelberger shall be entitled to accrue such other benefits (e.g. vacation, sick time, etc.) as are provided for in the August 23rd, 2010 Employment Agreement.

Section 2: Severance Pay

1. The Village and Eichelberger acknowledge that Eichelberger is entitled to certain severance pay upon the termination of his employment with the Village, pursuant to the terms and conditions of his August 23rd, 2010 Employment Agreement, and further acknowledge that Eichelberger would be entitled to said severance pay immediately after April 30th, 2013, were his employment with the Village not continued. This right of Eichelberger is created by and through his August 23rd, 2010 Employment Agreement with the Village and is an obligation of the Village that would ordinarily be discharged during the term of the current administration, and would thus not be binding upon the successor administration following April 30th, 2013.
2. By virtue of this At-Will Employment Agreement Rider, the Village and Eichelberger agree that, until such time as the earlier of the conditions described in Section 1, Paragraph 2 of this Rider occurs, Eichelberger's employment shall continue with the Village. As such, Eichelberger agrees to forego any payments to him in the form of severance pay, as provided for by his August 23rd, 2010 Employment Agreement, until such point in time as Eichelberger is terminated or not renewed by the Village, without cause, after April 30th, 2013. Should Eichelberger be terminated or not renewed without cause after April 30th, 2013, then Eichelberger shall be entitled to the severance pay as described in his August 23rd, 2010 Employment Agreement. Should Eichelberger: 1) be terminated for cause after April 30th, 2013; 2) voluntarily terminate his own employment; or 3) accept a new Employment Agreement with the Village that results in no period of unemployment for Eichelberger, the Village and Eichelberger agree that Eichelberger

shall not be entitled to any severance pay under his August 23rd, 2010 Employment Agreement.

3. The parties expressly agree that Eichelberger's agreement to temporarily waive or delay his right to severance pay is solely offered based on the understanding that this agreement is enforceable and that, should Eichelberger be terminated by the Village without cause at any time while this agreement is in effect, his right to severance pay shall not be affected, Eichelberger's temporary waiver or delay of his right to severance pay shall be fully revoked, and Eichelberger shall immediately be entitled to all payments due and owing under his August 23rd, 2010 Employment Agreement.

4. Should the parties not reach agreement regarding a new Employment Agreement on or before July 31st, 2013, (provided that Eichelberger has not voluntarily terminated his own employment or been terminated for cause) the Parties agree that Eichelberger shall be entitled to revoke this temporary waiver or delay of his right to severance pay and Eichelberger shall immediately be entitled to all payments due and owing under his August 23rd, 2010 Employment Agreement.

Section 3: Notice

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

VILLAGE: Village Administrator and Village Clerk
Village of Sugar Grove
10 S. Municipal Drive
Sugar Grove, IL 60554

EICHELBERGER: Brent Eichelberger
1N195 Northway Drive
Elburn, IL 60119

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 4: General Provisions

1. The text herein, read in conjunction with the August 23rd, 2010 Employment Agreement, shall be the sole agreement between the parties.

2. This Rider shall be binding upon and inure to the benefit of the heirs at law and executors of Eichelberger.

3. If any provision, or any portion thereof, contained in this Rider is held unconstitutional, invalid or unenforceable, the remainder of this Rider, portion thereof, or the August 23rd, 2010 Employment Agreement shall be deemed severable, shall not be affected, shall remain in full force and effect, and Eichelberger shall be entitled to all payments due and owing under that Agreement.

4. Except as specifically modified herein, all provisions of the Village Personnel Manual and all other employee regulations shall apply to the Employment of Eichelberger herein.

5. This Rider may not be changed orally. All modifications of this Rider must be in writing and must be signed by each party hereto.

IN WITNESS WHEREOF, the Village of Sugar Grove, Illinois has caused this agreement to be signed and executed in its behalf by its Village President, and duly attested by its Village Clerk, and Brent Eichelberger has signed and executed this agreement, both in duplicate, the day and year first above written.

P. Sean Michels, Village President

ATTEST:

Cynthia L. Galbreath, Village Clerk

Brent Eichelberger

AT WILL EMPLOYMENT AGREEMENT RIDER

This Agreement being made the 19th day of February, 2013, by and between the Village of Sugar Grove, an Illinois Municipal Corporation, (hereinafter "Village") and Anthony Speciale (hereinafter "Speciale").

WHEREAS, the Village is a municipal corporation existing under the authority of the laws of the State of Illinois; and,

WHEREAS, Speciale currently serves the Village as its Public Works Director; and,

WHEREAS, Speciale has represented that he is qualified to act as such; and,

WHEREAS, the Village and Speciale have previously entered into an Employment Agreement on August 3rd, 2010; and,

WHEREAS, the August 3rd, 2010 Employment Agreement terminates on April 30th, 2013; and,

WHEREAS, the August 3rd, 2010 Employment Agreement indicates that, in the event the Agreement is not renewed or extended beyond April 30th, 2013, Speciale is entitled to certain payments specified in the Agreement as severance pay; and,

WHEREAS, the Village is unable to offer Speciale a new Employment Agreement for a specified term until after April 30th, 2013, following the outcome of the elections of that month; and,

WHEREAS, Speciale is desirous of continuing to offer his services to the Village on an at-will basis after April 30th, 2013 until the earlier of: 1) the Village terminating his employment; 2) Speciale voluntarily terminating his employment; or 3) the Village extending, and Speciale accepting, a new Employment Agreement for a specified term; and,

WHEREAS, the Village and Speciale agree that this Rider does not give Speciale an expectation of continuing employment beyond April 30th, 2013, nor do its contents in any way bind or obligate the Village or its elected or appointed officials to continue the employment of Speciale beyond that date, except by the express agreement of those parties with such express agreement coming at a time after April 30th, 2013;

NOW THEREFORE, in consideration of the mutual promises of the parties, and the payments hereinafter described, the parties agree as follows:

Section 1: Employment At-Will

1. Following April 30th, 2013, the employment of Speciale by the Village shall be solely at-will, and Speciale shall be terminable at any time, with or without cause.
2. That Speciale shall continue with his position as Public Works Director solely on an at-will basis, until the earlier of: 1) the Village terminating his employment; 2) Speciale terminating his employment; or 3) the Village extending, and Speciale accepting, a new Employment Agreement for a specified term.
3. For his services during the period following April 30th, 2013 and the first to occur of the events described in the preceding paragraph, Speciale shall be compensated biweekly, in an amount equal to his current biweekly installments, with such amount being reduced pro-rata should Speciale's employment be terminated for any reason before the completion of a given two week pay period.
4. Speciale shall be entitled to accrue such other benefits (e.g. vacation, sick time, etc.) as are provided for in the August 3rd, 2010 Employment Agreement.

Section 2: Severance Pay

1. The Village and Speciale acknowledge that Speciale is entitled to certain severance pay upon the termination of his employment with the Village, pursuant to the terms and conditions of his August 3rd, 2010 Employment Agreement, and further acknowledge that Speciale would be entitled to said severance pay immediately after April 30th, 2013, were his employment with the Village not continued. This right of Speciale is created by and through his August 3rd, 2010 Employment Agreement with the Village and is an obligation of the Village that would ordinarily be discharged during the term of the current administration, and would thus not be binding upon the successor administration following April 30th, 2013.
2. By virtue of this At-Will Employment Agreement Rider, the Village and Speciale agree that, until such time as the earlier of the conditions described in Section 1, Paragraph 2 of this Rider occurs, Speciale's employment shall continue with the Village. As such, Speciale agrees to forego any payments to him in the form of severance pay, as provided for by his August 3rd, 2010 Employment Agreement, until such point in time as Speciale is terminated or not renewed by the Village, without cause, after April 30th, 2013. Should Speciale be terminated or not renewed without cause after April 30th, 2013, then Speciale shall be entitled to the severance pay as described in his August 3rd, 2010 Employment Agreement. Should Speciale: 1) be terminated for cause after April 30th, 2013; 2) voluntarily terminate his own employment; or 3) accept a new Employment Agreement with the Village that results in no period of unemployment for Speciale, the Village and Speciale agree that Speciale shall not be entitled to any severance pay under his August 3rd, 2010 Employment Agreement.

3. The parties expressly agree that Speciale's agreement to temporarily waive or delay his right to severance pay is solely offered based on the understanding that this agreement is enforceable and that, should Speciale be terminated by the Village without cause at any time while this agreement is in effect, his right to severance pay shall not be affected, Speciale's temporary waiver or delay of his right to severance pay shall be fully revoked, and Speciale shall immediately be entitled to all payments due and owing under his August 3rd, 2010 Employment Agreement.

4. Should the parties not reach agreement regarding a new Employment Agreement on or before July 31st, 2013, (provided that Speciale has not voluntarily terminated his own employment or been terminated for cause) the Parties agree that Speciale shall be entitled to revoke this temporary waiver or delay of his right to severance pay and Speciale shall immediately be entitled to all payments due and owing under his August 3rd, 2010 Employment Agreement.

Section 3: Notice

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

VILLAGE: Village Administrator and Village Clerk
Village of Sugar Grove
10 S. Municipal Drive
Sugar Grove, IL 60554

SPECIALE: Anthony Speciale
1842 A Glenwood Circle
Sugar Grove, IL 60554

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 4: General Provisions

1. The text herein, read in conjunction with the August 3rd, 2010 Employment Agreement, shall be the sole agreement between the parties.
2. This Rider shall be binding upon and inure to the benefit of the heirs at law and executors of Speciale.
3. If any provision, or any portion thereof, contained in this Rider is held unconstitutional, invalid or unenforceable, the remainder of this Rider, portion thereof, or the August 3rd, 2010 Employment Agreement shall be deemed severable, shall not be

affected, shall remain in full force and effect, and Speciale shall be entitled to all payments due and owing under that Agreement.

4. Except as specifically modified herein, all provisions of the Village Personnel Manual and all other employee regulations shall apply to the Employment of Speciale herein.

5. This Rider may not be changed orally. All modifications of this Rider must be in writing and must be signed by each party hereto.

IN WITNESS WHEREOF, the Village of Sugar Grove, Illinois has caused this agreement to be signed and executed in its behalf by its Village President, and duly attested by its Village Clerk, and Anthony Speciale has signed and executed this agreement, both in duplicate, the day and year first above written.

P. Sean Michels, Village President

ATTEST:

Cynthia L. Galbreath, Village Clerk

Anthony Speciale

AT WILL EMPLOYMENT AGREEMENT RIDER

This Agreement being made the 19th day of February, 2013, by and between the Village of Sugar Grove, an Illinois Municipal Corporation, (hereinafter "Village") and Justin VanVooren (hereinafter "VanVooren").

WHEREAS, the Village is a municipal corporation existing under the authority of the laws of the State of Illinois; and,

WHEREAS, VanVooren currently serves the Village as its Finance Director; and,

WHEREAS, VanVooren has represented that he is qualified to act as such; and,

WHEREAS, the Village and VanVooren have previously entered into an Employment Agreement on August 3rd, 2010; and,

WHEREAS, the August 3rd, 2010 Employment Agreement terminates on April 30th, 2013; and,

WHEREAS, the August 3rd, 2010 Employment Agreement indicates that, in the event the Agreement is not renewed or extended beyond April 30th, 2013, VanVooren is entitled to certain payments specified in the Agreement as severance pay; and,

WHEREAS, the Village is unable to offer VanVooren a new Employment Agreement for a specified term until after April 30th, 2013, following the outcome of the elections of that month; and,

WHEREAS, VanVooren is desirous of continuing to offer his services to the Village on an at-will basis after April 30th, 2013 until the earlier of: 1) the Village terminating his employment; 2) VanVooren voluntarily terminating his employment; or 3) the Village extending, and VanVooren accepting, a new Employment Agreement for a specified term; and,

WHEREAS, the Village and VanVooren agree that this Rider does not give Van Vooren an expectation of continuing employment beyond April 30th, 2013, nor do its contents in any way bind or obligate the Village or its elected or appointed officials to continue the employment of VanVooren beyond that date, except by the express agreement of those parties with such express agreement coming at a time after April 30th, 2013;

NOW THEREFORE, in consideration of the mutual promises of the parties, and the payments hereinafter described, the parties agree as follows:

Section 1: Employment At-Will

1. Following April 30th, 2013, the employment of VanVooren by the Village shall be solely at-will, and VanVooren shall be terminable at any time, with or without cause.
2. That VanVooren shall continue with his position as Finance Director solely on an at-will basis, until the earlier of: 1) the Village terminating his employment; 2) VanVooren terminating his employment; or 3) the Village extending, and VanVooren accepting, a new Employment Agreement for a specified term.
3. For his services during the period following April 30th, 2013 and the first to occur of the events described in the preceding paragraph, VanVooren shall be compensated biweekly, in an amount equal to his current biweekly installments, with such amount being reduced pro-rata should VanVooren's employment be terminated for any reason before the completion of a given two week pay period.
4. VanVooren shall be entitled to accrue such other benefits (e.g. vacation, sick time, etc.) as are provided for in the August 3rd, 2010 Employment Agreement.

Section 2: Severance Pay

1. The Village and VanVooren acknowledge that VanVooren is entitled to certain severance pay upon the termination of his employment with the Village, pursuant to the terms and conditions of his August 3rd, 2010 Employment Agreement, and further acknowledge that VanVooren would be entitled to said severance pay immediately after April 30th, 2013, were his employment with the Village not continued. This right of VanVooren is created by and through his August 3rd, 2010 Employment Agreement with the Village and is an obligation of the Village that would ordinarily be discharged during the term of the current administration, and would thus not be binding upon the successor administration following April 30th, 2013.
2. By virtue of this At-Will Employment Agreement Rider, the Village and VanVooren agree that, until such time as the earlier of the conditions described in Section 1, Paragraph 2 of this Rider occurs, VanVooren's employment shall continue with the Village. As such, VanVooren agrees to forego any payments to him in the form of severance pay, as provided for by his August 3rd, 2010 Employment Agreement, until such point in time as VanVooren is terminated or not renewed by the Village, without cause, after April 30th, 2013. Should VanVooren be terminated or not renewed without cause after April 30th, 2013, then VanVooren shall be entitled to the severance pay as described in his August 3rd, 2010 Employment Agreement. Should VanVooren: 1) be terminated for cause after April 30th, 2013; 2) voluntarily terminate his own employment; or 3) accept a new Employment Agreement with the Village that results in no period of unemployment for VanVooren, the Village and VanVooren agree that VanVooren shall not be entitled to any severance pay under his August 3rd, 2010 Employment Agreement.

3. The parties expressly agree that VanVooren's agreement to temporarily waive or delay his right to severance pay is solely offered based on the understanding that this agreement is enforceable and that, should VanVooren be terminated by the Village without cause at any time while this agreement is in effect, his right to severance pay shall not be affected, VanVooren's temporary waiver or delay of his right to severance pay shall be fully revoked, and VanVooren shall immediately be entitled to all payments due and owing under his August 3rd, 2010 Employment Agreement.

4. Should the parties not reach agreement regarding a new Employment Agreement on or before July 31st, 2013, (provided that VanVooren has not voluntarily terminated his own employment or been terminated for cause) the Parties agree that VanVooren shall be entitled to revoke this temporary waiver or delay of his right to severance pay and VanVooren shall immediately be entitled to all payments due and owing under his August 3rd, 2010 Employment Agreement.

Section 3: Notice

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

VILLAGE: Village Administrator and Village Clerk
Village of Sugar Grove
10 S. Municipal Drive
Sugar Grove, IL 60554

VANVOOREN: Justin VanVooren
2260 Hagaman Lane
Montgomery, IL 60538

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 4: General Provisions

1. The text herein, read in conjunction with the August 3rd, 2010 Employment Agreement, shall be the sole agreement between the parties.
2. This Rider shall be binding upon and inure to the benefit of the heirs at law and executors of Van Vooren.
3. If any provision, or any portion thereof, contained in this Rider is held unconstitutional, invalid or unenforceable, the remainder of this Rider, portion thereof, or

the August 3rd, 2010 Employment Agreement shall be deemed severable, shall not be affected, shall remain in full force and effect, and VanVooren shall be entitled to all payments due and owing under that Agreement.

4. Except as specifically modified herein, all provisions of the Village Personnel Manual and all other employee regulations shall apply to the Employment of VanVooren herein.

5. This Rider may not be changed orally. All modifications of this Rider must be in writing and must be signed by each party hereto.

IN WITNESS WHEREOF, the Village of Sugar Grove, Illinois has caused this agreement to be signed and executed in its behalf by its Village President, and duly attested by its Village Clerk, and Justin VanVooren has signed and executed this agreement, both in duplicate, the day and year first above written.

P. Sean Michels, Village President

ATTEST:

Cynthia L. Galbreath, Village Clerk

Justin VanVooren

AT WILL EMPLOYMENT AGREEMENT RIDER

This Agreement being made the 19th day of February, 2013, by and between the Village of Sugar Grove, an Illinois Municipal Corporation, (hereinafter "Village") and Rich Young (hereinafter "Young").

WHEREAS, the Village is a municipal corporation existing under the authority of the laws of the State of Illinois; and,

WHEREAS, Young currently serves the Village as its Community Development Director; and,

WHEREAS, Young has represented that he is qualified to act as such; and,

WHEREAS, the Village and Young have previously entered into an Employment Agreement on August 3rd, 2010; and,

WHEREAS, the August 3rd, 2010 Employment Agreement terminates on April 30th, 2013; and,

WHEREAS, the August 3rd, 2010 Employment Agreement indicates that, in the event the Agreement is not renewed or extended beyond April 30th, 2013, Young is entitled to certain payments specified in the Agreement as severance pay; and,

WHEREAS, the Village is unable to offer Young a new Employment Agreement for a specified term until after April 30th, 2013, following the outcome of the elections of that month; and,

WHEREAS, Young is desirous of continuing to offer his services to the Village on an at-will basis after April 30th, 2013 until the earlier of: 1) the Village terminating his employment; 2) Young voluntarily terminating his employment; or 3) the Village extending, and Young accepting, a new Employment Agreement for a specified term; and,

WHEREAS, the Village and Young agree that this Rider does not give Young an expectation of continuing employment beyond April 30th, 2013, nor do its contents in any way bind or obligate the Village or its elected or appointed officials to continue the employment of Young beyond that date, except by the express agreement of those parties with such express agreement coming at a time after April 30th, 2013;

NOW THEREFORE, in consideration of the mutual promises of the parties, and the payments hereinafter described, the parties agree as follows:

Section 1: Employment At-Will

1. Following April 30th, 2013, the employment of Young by the Village shall be solely at-will, and Young shall be terminable at any time, with or without cause.
2. That Young shall continue with his position as Community Development Director solely on an at-will basis, until the earlier of: 1) the Village terminating his employment; 2) Young terminating his employment; or 3) the Village extending, and Young accepting, a new Employment Agreement for a specified term.
3. For his services during the period following April 30th, 2013 and the first to occur of the events described in the preceding paragraph, Young shall be compensated biweekly, in an amount equal to his current biweekly installments, with such amount being reduced pro-rata should Young's employment be terminated for any reason before the completion of a given two week pay period.
4. Young shall be entitled to accrue such other benefits (e.g. vacation, sick time, etc.) as are provided for in the August 3rd, 2010 Employment Agreement.

Section 2: Severance Pay

1. The Village and Young acknowledge that Young is entitled to certain severance pay upon the termination of his employment with the Village, pursuant to the terms and conditions of his August 3rd, 2010 Employment Agreement, and further acknowledge that Young would be entitled to said severance pay immediately after April 30th, 2013, were his employment with the Village not continued. This right of Young is created by and through his August 3rd, 2010 Employment Agreement with the Village and is an obligation of the Village that would ordinarily be discharged during the term of the current administration, and would thus not be binding upon the successor administration following April 30th, 2013.
2. By virtue of this At-Will Employment Agreement Rider, the Village and Young agree that, until such time as the earlier of the conditions described in Section 1, Paragraph 2 of this Rider occurs, Young's employment shall continue with the Village. As such, Young agrees to forego any payments to him in the form of severance pay, as provided for by his August 3rd, 2010 Employment Agreement, until such point in time as Young is terminated or not renewed by the Village, without cause, after April 30th, 2013. Should Young be terminated or not renewed without cause after April 30th, 2013, then Young shall be entitled to the severance pay as described in his August 3rd, 2010 Employment Agreement. Should Young: 1) be terminated for cause after April 30th, 2013; 2) voluntarily terminate his own employment; or 3) accept a new Employment Agreement with the Village that results in no period of unemployment for Young, the

Village and Young agree that Young shall not be entitled to any severance pay under his August 3rd, 2010 Employment Agreement.

3. The parties expressly agree that Young's agreement to temporarily waive or delay his right to severance pay is solely offered based on the understanding that this agreement is enforceable and that, should Young be terminated by the Village without cause at any time while this agreement is in effect, his right to severance pay shall not be affected, Young's temporary waiver or delay of his right to severance pay shall be fully revoked, and Young shall immediately be entitled to all payments due and owing under his August 3rd, 2010 Employment Agreement.

4. Should the parties not reach agreement regarding a new Employment Agreement on or before July 31st, 2013, (provided that Young has not voluntarily terminated his own employment or been terminated for cause) the Parties agree that Young shall be entitled to revoke this temporary waiver or delay of his right to severance pay and Young shall immediately be entitled to all payments due and owing under his August 3rd, 2010 Employment Agreement.

Section 3: Notice

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

VILLAGE: Village Administrator and Village Clerk
Village of Sugar Grove
10 S. Municipal Drive
Sugar Grove, IL 60554

YOUNG: Rich Young
99 Atkinson Drive
Sugar Grove, IL 60554

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 4: General Provisions

1. The text herein, read in conjunction with the August 3rd, 2010 Employment Agreement, shall be the sole agreement between the parties.

2. This Rider shall be binding upon and inure to the benefit of the heirs at law and executors of Young.

3. If any provision, or any portion thereof, contained in this Rider is held unconstitutional, invalid or unenforceable, the remainder of this Rider, portion thereof, or the August 3rd, 2010 Employment Agreement shall be deemed severable, shall not be affected, shall remain in full force and effect, and Young shall be entitled to all payments due and owing under that Agreement.

4. Except as specifically modified herein, all provisions of the Village Personnel Manual and all other employee regulations shall apply to the Employment of Young herein.

5. This Rider may not be changed orally. All modifications of this Rider must be in writing and must be signed by each party hereto.

IN WITNESS WHEREOF, the Village of Sugar Grove, Illinois has caused this agreement to be signed and executed in its behalf by its Village President, and duly attested by its Village Clerk, and Rich Young has signed and executed this agreement, both in duplicate, the day and year first above written.

P. Sean Michels, Village President

ATTEST:

Cynthia L. Galbreath, Village Clerk

Richard Young

Village of Sugar Grove
Public Works Department

MEMORANDUM

February 15, 2013

TO: Village President and Board of Trustees

FROM: Anthony Speciale, Public Works Director

RE: **PUBLIC WORKS DEPARTMENT STAFF REPORT**

The following is a short summary of current projects that the Public Works Department is addressing:

Meetings:

On February 4, 2013 I attended a meeting with Brent Eichelberger, Rich Young and Mike Hammet from Intelligent Computing Solutions (ICS) to discuss fiber optic installation options.

On February 7, 2013 Linda Ebinger, Brad Merkel, Geoff Payton and I participated in the 2013 Central U.S. Shake Out. The Shake Out is a drill dealing with an earthquake striking the central U.S. The drill covers basic safety procedures to follow during and after an earthquake.

On February 14, 2013 I attended a meeting with Brent Eichelberger, Rich Young and Justin VanVooren to discuss the remaining improvements and fee schedules for the Hannaford Farm subdivision.

Streets & Properties:

Mallard Point / Rolling Oaks Wetland Restoration:

This project was awarded at the December 18, 2012 Board Meeting. A project coordination meeting for the wetland restoration was held January 7, 2013. EnCap began work on January 8, 2013. EnCap has completed the removal of woody plants, the channel excavation and the riprap installation. The next step in the restoration will be preparing and seeding the shoreline, herbicide applications to the buffer areas and a prescribed burn. This work should begin in April 2013. Following the burn, any remaining dead vegetation will be cut and removed making way for the new plugs and seeding in the buffer zones. Depending on weather, this project is expected to be completed in August, 2013.

Grants:

2014-2018 CMAQ Grant – Submissions were due January 22, 2012 for this grant and the application has been completed. This is an 80/20 matching grant in which the Village is hoping to construct a shared use path and bridge over the Blackberry Creek to allow our resident safer and more direct access to the Virgil Gilman Trail.

EAB Reforestation Grant – Submissions are due February 1, 2013. The application is complete and was submitted on January 21, 2013. This is a matching grant in which the Village is using in-kind labor to account for our portion of the funding. Staff hopes to receive \$10,000.00 to assist with replanting removed Ash trees.

National Fish and Wildlife Fund Grant – Submissions were due February 7, 2013. The application is complete and was submitted on February 5, 2013. Staff is asking for \$50,000.00 to help offset the cost of the Mallard Point Wetland Restoration project. This is a matching grant also and the funds allocated for the original project will be used to account for the Village's share.

EAB:

Treatment plans are on-going for the spring of 2013. Beginning in first week of March, Natural Path Urban Forestry will be assisting Staff in developing the final list of trees to be soil drenched as well as putting together proposal documents for the Fall Injection Program.

Snow and Ice Control:

So far this season, there have been 19 winter weather warnings totaling 12.8" of snowfall / ice.

Utilities:

Well #8 Pump Maintenance and Media Replacement:

Staff inspected the pump, motor and column pipe at Layne's shop on Friday February 2, 2013. The Well #8 Pump Inspection Report and Repair Recommendations, the Phase II Equipment Repair Proposal and Task Order detailing the description of work and associated costs will be reviewed at the February 19, 2013 Board Meeting. Phase II of the project includes equipment repair and overhaul, sand bail well; pump installation and performance testing for an estimated cost of \$63,591.00. Staff is continuing to work with Waste Management and Layne to schedule the media replacement around current weather conditions.

Staff has completed 30 JULIE locate requests in February.

Staff collected monthly water samples as required by the IEPA.

Staff completed water meter reading.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT MICHELS & BOARD OF TRUSTEES
FROM: CYNTHIA L. GALBREATH, VILLAGE CLERK
SUBJECT: ORDINANCE DECLARING SURPLUS
AGENDA: FEBRUARY 19, 2013 CONSENT AGENDA
DATE: FEBRUARY 14, 2013

ISSUE

Should the Village surplus equipment that is no longer being utilized.

DISCUSSION

State Statute requires that all personal property owned by the Village that is to be replaced, has outlived its useful life or is no longer necessary to conduct Village business be declared surplus prior to disposal. At this time staff is requesting that the three (3) Crown Victoria Squads recently replaced by the recently purchased Ford Taurus and that nine (9) AMR in-car video system replaced by the L-3 in-car video system be declared surplus.

COSTS

There are no associated costs.

RECOMMENDATION

That the Village Board adopts Ordinance 20130219A, An Ordinance Authorizing the Disposal of Surplus Property.



VILLAGE OF SUGAR GROVE

ORDINANCE NO. 20130219A

AN ORDINANCE DECLARING SURPLUS PROPERTY

PASSED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS
THIS 19TH DAY OF FEBRUARY, 2013.

PUBLISHED IN PAMPHLET FORM BY AUTHORITY
OF THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS
ILLINOIS, THIS 19TH DAY OF FEBRUARY, 2013.

**ORDINANCE NO. 201302019A
AN ORDINANCE DECLARING SURPLUS PROPERTY**

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,

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:

That the corporate authorities find that it is no longer necessary or useful to, or for the best interests of the Village of Sugar Grove that the following items be retained by the Village. The following is hereby declared surplus personal property of the Village of Sugar Grove.

2007 Crown Victoria (Squad # 41)	2FAFP71W27X102158
2007 Crown Victoria (Squad # 44)	2FAFP71W27X102161
2007 Crown Victoria (Squad # 49)	2FAFP71WO7X102160

9 (nine) AMR in car digital recording units

The corporate authorities of the Village of Sugar Grove hereby authorize the sale of the aforementioned personal property. The aforementioned personal property may be advertised for sale or may be donated to a not for profit agency. In the event that any such items are not sold they may be sold by public auction or other means without advertising the sale.

SECTION TWO: 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.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois this 19th day of February, 2013.

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

ATTEST: _____
Cynthia L. Galbreath, Clerk

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

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: JUSTIN VANVOOREN, FINANCE DIRECTOR
SUBJECT: MONTHLY TREASURER'S REPORT
AGENDA: FEBRUARY 19, 2013 REGULAR BOARD MEETING
DATE: FEBRUARY 14, 2013

ISSUE

Should the Village Board approve the January 2013 monthly Treasurer's report.

DISCUSSION

The Summarized Revenue & Expense Reports are attached (pages 1 – 8). In addition, the Detailed Revenue & Expense Reports are attached immediately following the Summarized Reports (pages 1 – 22). At January 31, 2013 we are through 9 months of the year (75.0%).

The General Fund revenues and expenditures are at 90.1% and 69.8%, respectively. The main reason revenues are higher than budgeted is due to the timing of receipt of property taxes. In addition, state income and electric utility taxes are expected to be higher than budgeted by \$88,000 and \$12,000, respectively; while the natural gas utility and telecommunications taxes are expected to be lower than budgeted by \$18,000 and \$16,000, respectively. The following expenditures have budget or actual amounts over \$5,000 and are higher than budget by 10% or more:

		<u>Budget</u>	<u>Actual</u>	<u>% Spent</u>	
01-50-6514	Insurance Premium	89,288	88,594	99.3%	A
01-51-6102	Overtime	58,927	67,818	115.0%	B
01-51-6104	Salaries- Part-time	54,983	53,746	97.8%	C
01-51-6209	Uniform Allowance	14,000	12,953	92.6%	D
01-51-6301	Legal services	54,800	55,821	101.8%	E
01-51-6309	Other professional svc	9,750	63,953	655.9%	F
01-51-6500	General Equipment	2,000	5,952	297.5%	G
01-51-6603	Specialized Supplies	4,975	5,297	106.4%	H
01-53-6405	Repair, Maint Svc.-ROW	30,524	35,054	114.8%	I
01-53-6609	Roadway Maint sup	11,000	13,407	121.8%	J
01-54-6406	Repair, Maint Svc- bldg	14,000	18,628	133.0%	K

01-55-6309	Other professional svc	17,800	22,314	125.3%	L
01-56-6302	Audit Services	10,600	10,617	100.1%	M
01-56-6307	I.S. services	5,182	5,137	99.2%	N

- A Adm – This is due to the timing of payment for liability insurance. This is a budgeted item and is not anticipated to be over budget.
- B Pol – This is due to officers out on disability, training for staff, and traffic enforcement details. This cost is expected to be over budget.
- C Pol – This is due the 4 part-time officers added to the Police Department. In addition, please see B above.
- D Pol – This is due the timing of uniform allowances and the purchase of bullet proof vests. These were budgeted expenditures and this account is not expected to be over budget.
- E Pol – This is due to the timing of negotiations that took place with the Sergeants. This account is expected to be over budget.
- F Pol – This is related to contractual costs of temporary personnel.
- G Pol – This is due to the purchase of an in-car video system. This is not a budgeted item however the Village will be offsetting this expense with funds from Drug and DUI funds.
- H Pol – This is due to the purchase of additional supplies required for the new departmental training. This account will continue to be monitored.
- I Str – This is due to 2 street light replacements which were damaged by vehicles for which the Village received reimbursement.
- J Str – This is due to the timing of roadway maintenance throughout the year. This account will continue to be monitored.
- K BM - This is related to carpet replacement costs. This expenditure was anticipated to take place last fiscal year, but was delayed until after April 30. Therefore, this account is expected to be over budget since it was not budgeted for in fiscal year 2012 – 2013.
- L CD – This is due to payment for the special event traffic study. The Village is the recipient of a Kane County Grant to help offset the cost associated with the traffic study.
- M Fin – This is due to the timing of payments which coincide with the filing of the audit.
- N Fin – This is due the timing of payment for the Village’s financial software maintenance agreement.

Please note engineering invoices are paid approximately 2 months after services are provided. Thus, engineering services accounts in the General Fund, Infrastructure Capital Projects Fund, and Waterworks and Sewerage Fund will reflect a 2 month lag.

The General Capital Projects Fund revenues are at 113.5% and expenditures are at 79.2%. The revenues and expenditures are high due to the receipt of funds from Kane County and payment of vendors associated with the Mallard Point and Rolling Oaks drainage project.

The Industrial TIF #1 Fund expenditures are at 100.0%. There are minor expenditures that were not been budgeted for this fiscal year.

The Industrial TIF #2 Fund expenditures are at 48.9%.

The Infrastructure Capital Projects Fund revenues are at 30.3% and expenditures are 26.3%. The revenues are low due to the timing of receipt of reimbursements for the various projects scheduled. The expenditures are low due to projects not being billed or not starting yet this fiscal year.

The Debt Service Fund revenues are at 78.0% and the expenditures are at 100.0%. The expenditures are high due to the timing of debt payments throughout the year.

The Waterworks and Sewerage Fund operating revenues and operating expenses are at 81.8% and 65.1%, respectively. The capital revenues and expenses are at 79.5% and 54.4%, respectively. The operating revenue is high due to the higher usage during the drought this summer. The capital expenses are low due to projects not being billed or not starting yet this fiscal year. The following expenses have budget or actual amounts over \$5,000 and are higher than budget by 10% or more:

		<u>Budget</u>	<u>Actual</u>	<u>% Spent</u>	
50-50-6302	Audit Services	10,600	10,617	100.1%	O
50-50-6307	I.S. Services	7,370	6,370	86.5%	P
50-59-6313	SCADA Services	8,000	9,640	120.5%	Q
50-59-6407	Repair, Maint Svc.-Veh	6,000	11,253	187.5%	R
50-60-6607	Chemicals & Lab Supplies	95,669	82,083	85.8%	S
50-71-7001	Land Acquisition	20,000	20,000	100.0%	T

- O W&S Adm – This is due to the timing of payments which coincide with the filing of the audit.
- P W&S Adm – This is due to the installation and monthly hosting of iConnect (for online utility billing). This was not a budgeted item, but was discussed with the Board prior to installation. The account will be over budget for the year.
- Q PW – This is due to equipment replacement at Well 8, which was not an anticipated expense. This account will be over budget and staff will continue to monitor the account.
- R PW – This is due to multiple unforeseen repairs of the Villages’ fleet. This account will continue to be monitored.
- S Water Op. – This is due to chemicals required for water treatment. This account is not expected to be over budget and will continue to be monitored.
- T Water Cap. – This is due the timing of purchase of easements. This is a budgeted item and this account will not exceed budget.

The Refuse Fund revenues and expenses are at 74.8% and 67.0%, respectively. The expenses are below expectations due to the timing of payments being made to Waste Management.

Staff projected and included 0 residential and 6 commercial, and 325 miscellaneous permits in the fiscal year 2012 – 2013 budget approved by the Village Board, which we will track throughout the fiscal year and report on. As of February 14, 2013, 4 of the residential, 4 of the commercial, and 205 of the miscellaneous permits have been issued. The following accounts will be included in each Treasurer’s Report to reflect the revenues from building activity:

	<u>Budget</u>	<u>Actual</u>	<u>% Earned</u>
01-00-3310 Building Permits	38,100	28,168	74.0%
01-00-3320 Cert of Occupancy Fees	600	800	133.3%
01-00-3330 Plan Review Fees	1,920	1,162	60.6%
01-00-3340 Reinspection Fees	1,215	800	65.9%
01-00-3350 Transition Fees	0	0	0.0%
01-00-3740 Zoning and Filing Fees	5,500	4,850	88.2%
01-00-3760 Review and Dev. Fees	106,600	100,597	94.8%
30-00-3850 Improvement Donations	0	1,700	100.0%
30-00-3851 Emerg Warn Device Fee	0	0	0.0%
30-00-3852 Life Safety-Police	0	913	100.0%
30-00-3853 Life Safety-Streets	0	913	100.0%
30-00-3856 Commercial Fee	0	0	0.0%
35-00-3854 Traffic Pre-emption Donate	0	0	0.0%
35-00-3855 Road Impact Fee	0	13,980	100.0%
50-00-3310 Meter Reinspections	960	240	25.0%
50-00-3670 Meter Sales	8,850	6,260	70.8%
50-01-3651 Water Tap-On Fees	17,403	24,632	141.5%
50-01-3652 Sewer Tap-On Fees	0	3,691	100.0%
50-01-3791 Fire Suppr Tap-On Fee	17,403	5,801	33.4%

COST

There are no direct costs associated with the monthly Treasurer’s report.

RECOMMENDATION

That the Board approve the January 2013 monthly Treasurer’s reports

**VILLAGE OF SUGAR GROVE POLICE DEPARTMENT
COMMUNICATIONS SERVICE AGREEMENT**

This Agreement (“Agreement”) is made this ___ day of _____, 2013 by and between the Village of Sugar Grove, an Illinois municipal corporation of the County of Kane, State of Illinois, hereby hereafter referred to as “Sugar Grove”, and the Board of Directors of Tri-Com Dispatch, Kane and DuPage Counties, Illinois, hereafter known and referred to as “Tri-Com”, an intergovernmental cooperative agency organized and existing pursuant to the Constitution of the State of Illinois 1970, Article VII, section 10 (Ill. Const. 1970, Art. VII, Sec. 10) and an Intergovernmental Agreement dated June 7, 1976 and subsequently amended, under the provisions and authority of the Intergovernmental Cooperation Act, [5 ILCS 22011, et. seq., 2012].

RECITALS

A. Sugar Grove provides to its residents and businesses, among other services, police services within its corporate geographic limits from its police department located at 10 S Municipal Drive, in the Village of Sugar Grove, Kane County, Illinois, and thereby requires certain radio dispatching and telecommunications services in order to provide these services.

B. Tri-Com is a provider of public safety communications and telecommunication services to the Cities of Geneva, St. Charles, and Batavia, Kane County, Illinois and affiliated fire protection districts and areas from its offices located at 3823 Karl Madsen Drive, in the City of St. Charles, Kane County, Illinois 60175.

C. Tri-Com agrees to provide certain police communication services required by the Sugar Grove Police Department according to the terms and conditions of this Agreement. Such services shall be provided from Tri-Com's place of business.

In consideration of the mutual promises made herein, and for other good and valuable consideration, the parties agree as follows:

SECTION ONE

DESCRIPTION OF SERVICES PROVIDED

1.1 Effective on the Date of Transfer, as defined herein, Tri-Com shall provide to Sugar Grove, Enhanced 9-1-1 telephone answering services as defined by the applicable provisions of the Emergency Telephone System Act [50ILCS750/0.01 et. seq.] and the Chapter 83 Illinois Administrative Code Part 725, for police services requests that are specified below. These services shall be provided in accordance with the terms and conditions of the Agreement in exchange for the fees and charges set forth below. Tri-Com shall not, however, be obligated to

provide any communication services for any Sugar Grove administrative telephonic functions. The specific services to be provided by Tri-Com during the term of this Agreement are:

1.2 During the term of this Agreement, and on a 24-hour day basis, Tri-Com shall answer 9-1-1 telephone calls, initiate and provide dispatch records for the Sugar Grove Police Department via Tri-Com's UHF radio communications network.

1.3 During the term of this Agreement, Tri-Com shall process Sugar Grove's police department's requests with Illinois Law Enforcement Agencies Data System (LEADS).

1.4 For the purposes of this Agreement, "Date of Transfer" shall mean April 9, 2013. The Parties hereby delegate to the Village Administrator and the Director of Tri-Com, the authority to adjust the Date of Transfer, but not to exceed 60 days, as reasonably needed to accommodate any logistical or technological issues that may necessitate advancing or delaying the Date of Transfer.

SECTION TWO

SPECIAL EQUIPMENT AND INSTALLATION

2.1 Prior to providing the service described herein and effective on the Date of Transfer, Sugar Grove shall notify the Chairperson of the Kane County Emergency Telephone Systems Board that all E9-1-1 call handling agreements shall be modified to that Tri-Com Central Dispatch is the primary answering point for all Sugar Grove E9-1-1 telephonic calls.

2.2 At its sole expense, Sugar Grove shall purchase portable/mobile radios which meet or exceed Tri-Com specifications as attached hereto as Exhibit No.1, for use by its police personnel on the Tri-Com radio communication network. Such radios shall be the property of Sugar Grove and shall be used only in accordance with the rules and procedures of Tri-Com. Tri-Com shall record the Sugar Grove radios as units under the Tri-Com's Federal Communications Commission license. The authority for Sugar Grove to operate the radios on Tri-Com's public safety radio frequencies shall remain valid only during the term of this Agreement, and shall be operated only by authorized Sugar Grove sworn police officers or Sugar Grove Police Department employees for official business only. The replacement, upgrading and maintenance of all portable/mobile radios used solely by Sugar Grove shall be Sugar Grove's responsibility and at its sole expense.

2.3 Additionally, on or before May 1, 2014, Sugar Grove shall procure, at its sole expense, such equipment and services as may be necessary for Sugar Grove's vehicular patrol and headquarter location to connect to and be a part of Tri-Com's Premier Mobile Data Computers (PMDC). Sugar Grove shall be responsible for procuring such equipment that is compatible with Tri-Com's PMDC. The specifications for the PMDC shall be provided by Tri-Com's Executive Director.

2.4 On or before the Date of Transfer, Sugar Grove shall purchase and install, and thereafter sell to Tri-Com for One (\$1.00) Dollar, and upon the installation thereof, Tri-Com

shall own one (1) antennae and two (2) receiver base stations to be installed at the Presbury water tower to facilitate transmissions between Tri-Com's dispatchers and Sugar Grove's police department on Tri-Com's channels 1 and 3. In the event Sugar Grove utilizes channels 5 and 7, Sugar Grove shall purchase and install the necessary receiver stations for such service and upon installation thereof, Tri-Com shall own such equipment. After installation of the antennae and receiver base stations, Tri-Com shall pay the monthly telephone transmission service charges.

2.5 Sugar Grove shall operate on the Tri-Com radio frequencies in order to establish and maintain an enhanced level of service for the purpose of safety for all personnel.

2.6 Sugar Grove shall, at its sole expense, pay for all transitional costs related to transferring the dispatch operations to Tri-Com for dispatch services, including but not limited to: GIS/mapping, telephone line installations related to the radio network or hotlines and all costs outlined in paragraphs 2.2, 2.3, and 2.4 above.

SECTION THREE

AUTHORITY

3.1 Sugar Grove shall notify the Illinois Commerce Commission through the Kane County Emergency Telephone Systems Board that Tri-Com is designated to be the PSAP (Public Safety Answering Point) for the Sugar Grove from its location in St. Charles, Kane County, Illinois.

SECTION FOUR

PAYMENT

4.1 Sugar Grove shall pay to Tri-Com for telecommunications services a total of \$154,626.82 (\$8,079.82 for April 9, 2013 to April 30, 2013 and \$146,547.00 for May 1, 2013 to April 30, 2014) for the first year of service starting April 9, 2013 and ending on April 30, 2014. The aforesaid amounts shall be reproporated in the event the actual Date of Transfer is not April 9, 2013. Subsequent periods of service may be provided within the terms of Section 7 of this Agreement.

4.2 Invoices covering services performed will be issued by Tri-Com to Sugar Grove shall be made as follows: Dispatch fees shall be divided into four equal payments. Quarterly billing statements shall be issued on May 1st, August 1st, November 1st and February 1st of each fiscal year. Any charges which have not been paid within forty-five (45) days after the issuance of a billing statement shall be assessed interest on the delinquent payment(s) at a rate not to exceed the greater of six (6%) percent per annum or the maximum authorized by the Bond Authorization Act, as amended.

4.3 Reserves. In addition to the foregoing payments, Sugar Grove shall make an operational reserve contribution to Tri-Com in the sum of \$52,235.00, which payment shall be made on or before May 31, 2013. For informational purposes only, the Board of Directors of Tri-

Com has, to date, established a policy of maintaining a cash reserve in the approximate amount of operational expenses for a three month period.

SECTION FIVE

PAYMENT DEFAULT AND REMEDIES

5.1 Sugar Grove's failure to pay any invoice within its payable period shall constitute a default under this Agreement.

5.2 In the event Sugar Grove defaults in the terms of this Agreement, including payments to be made to Tri-Com, Tri-Com shall serve Sugar Grove with written notice of the default and Sugar Grove shall then have thirty (30) days after service of the notice to cure the default by making payment in full of the invoice.

5.3 If Sugar Grove fails to cure its default in payment within the thirty (30) day cure period, Tri-Com shall be allowed to immediately discontinue providing all dispatching services it has agreed to provide under the terms of this Agreement and the Agreement shall be terminated. All contributions, including the reserve contribution at Paragraph 4.3 above, shall be forfeited in the event of termination of this Agreement.

5.4 In the event of termination, Sugar Grove shall pay Tri-Com for all services performed by Tri-Com to the effective date of termination.

SECTION SIX

RELATIONSHIP OF THE PARTIES

6.1 The parties intend that an independent contractor relationship be created by this Agreement. Sugar Grove shall not be considered a party of the intergovernmental agreement between the Cities of St. Charles, Geneva, and Batavia and therefore shall not have representation or voting rights on the Tri-Com Board of Directors. Tri-Com agrees to forward a copy of the minutes of each Tri-Com Board of Directors meeting to the Police Chief of Sugar Grove in order to keep Sugar Grove updated and informed on the operation of Tri-Com. The conduct and control of the Tri-Com operations will lie solely with Tri-Com.

6.2 Tri-Com is not to be considered an agent or employee of Sugar Grove for any purpose.

SECTION SEVEN

DURATION

7.1 The parties acknowledge that it is their intent to renew this Agreement, on an annual basis, effective May 1st of each year; however, each party recognizes the limitations of a unit of local government to appropriate funds only for its current fiscal year. Therefore, without binding any of the parties hereto, the parties anticipate that the amount of consideration to be paid Tri-Com by Sugar Grove for the services rendered in the next subsequent contract year will be Annual Service Fee based on the sum of the Base Fee and the Usage Fee. The Base Fee is One (1%) percent of the annual day-to-day operating budget for Tri-Com. The purpose of the Base Fee is to allocate among all Original Members and contract communications service members expenses of Tri-Com. The Usage Fee is a member's proportionate share of the remaining balance of the annual day-to-day operating budget (reduced by the total Base Fees and non-Usage Fee revenues) based upon the number of Calls for Service received from a member's corporate jurisdiction for the prior fiscal year. A Call for Service is a telephonic alarm dispatch request or emergency responder request received by Tri-Com Central Dispatcher from a location within (or for a location within) the corporate boundaries of a member (Original Member or contract communication service member). The proportionate share of a member for a fiscal year shall be determined by dividing the total number of calls for service originating from a member by the total number of Calls for Service received by Tri-Com.

7.2 Notwithstanding the foregoing provisions of Paragraph 7.1 above, either party may terminate this Agreement prior to the commencement date of the next fiscal year, i.e., May 1st, by giving the other party written notice of its intent to terminate the Agreement not later than the preceding November 1st. In the event notice is not tendered and delivered by such date, this Agreement shall automatically be renewed on May 1st of the next year; all of the terms and conditions of the Agreement shall be automatically restated except that the amount of compensation due and owing by Sugar Grove shall be the amount set forth or as determined under Paragraph 7.1 above. In the event that Tri-Com determines not to renew with this Agreement with Sugar Grove, both parties agree to allow this Agreement to continue on a month to month basis for a reasonable period, but not to exceed 180 days, in order to allow Sugar Grove to safely transition its community to a new service provider

SECTION EIGHT

TERMS TO BE EXCLUSIVE

8.1 This entire Agreement between the parties with respect to its subject matter is contained in this Agreement. Except as expressly provided to the contrary, the provisions of this Agreement are for the sole benefit of the parties and not for the benefit of any other person(s) or legal entities.

SECTION NINE

WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING

9.1 No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.

SECTION TEN

NO ASSIGNMENT WITHOUT CONSENT

10.1 Neither Sugar Grove nor Tri-Com shall assign this Agreement nor any of the rights and duties hereunder without the prior written consent of Sugar Grove or the other party.

SECTION ELEVEN

NOTICES

11.1 All notices given or required to be given under this Agreement shall be in writing and sent by personal delivery or registered mail, postage prepaid, to the parties at their respective addresses stated below or at such other address as may subsequently be specified in writing during the term of this Agreement:

Tri-Com Dispatch
3823 Karl Madsen Drive
St. Charles, IL 60175

Sugar Grove
10 S. Municipal Drive
Sugar Grove, IL 60554

SECTION TWELVE

SEVERABILITY

12.1 If any part, term, or provision of this Agreement is decreed by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions not affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION THIRTEEN

GOVERNING LAW

13.1 This Agreement shall be governed by the laws of the State of Illinois, both as to

interpretation and performance.

SECTION FOURTEEN

PLACE OF VENUE

14.1 Any action at law, suit in equity or judicial proceeding relating to this Agreement shall be instituted only in the 16th Circuit Court of Kane County, Illinois.

SECTION FIFTEEN

SECTION HEADINGS

15.1 The section and paragraph headings in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections or paragraphs to which they pertain.

SECTION SIXTEEN

NUMBER OF COPIES

16.1 This Agreement is executed in quadruplicate, each of which shall be deemed as original.

SECTION SEVENTEEN

HOLD HARMLESS AND INSURANCE

17.1 In the event a claim is made against a party (hereinafter referred to as "Indemnitee"), its officers, other officials, agents, and employees or any of them, or if Indemnitee, its officers, other officials, agents and employees, or any of them, is made a party-defendant in any proceeding, arising out of or in connection with this Agreement, or any act, failure to act, or conduct of the other party hereto (hereinafter referred to as "Indemnitor"), its officers, other officials, agents and employees, or any of them, Indemnitor shall defend and hold Indemnitee and its officers, other officials, agents, and employees harmless from all claims, liabilities, losses, taxes, judgments, costs, fees, including expenses and reasonable attorney fees, in connection therewith, in excess of the proceeds of any insurance or indemnification held by Indemnitee and actually received by Indemnitee. Notwithstanding anything herein to the contrary, it is expressly understood and agreed that the obligation to hold Indemnitee harmless as set forth above does not apply to any act, failure to act or conduct of Indemnitee, its officers, other officials, agents and employees or for negligent acts and omissions of Indemnitee, its officers, other officials, agents and employees or any of them.

Any such indemnified person may obtain separate counsel to participate in the defense thereof at his own expense. However, if the Code of Professional Responsibility requires such indemnified person to be separately defended where there is no consent to a conflict of interest, then the Indemnitor, shall bear the expense. Indemnitee and such officers, other officials, agents, and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required.

17.2 Each party shall provide to the other party at the time of execution of this Agreement, a certificate of insurance from a licensed Illinois insurance company or a certificate of coverage from the Intergovernmental Risk Management Agency (IRMA) of Westchester, Illinois, naming the City of Geneva, City of St. Charles, City of Batavia, Tri-Com (as the case may be) and the Village of Sugar Grove (as the case may be) as additional insured for comprehensive liability coverage for Two Million (\$2,000,000) Dollars per claim and Four Million (\$4,000,000) Dollars in the aggregate. The certificate of insurance shall provide for not less than 30-days prior written notice to Tri-Com in the event of cancellation or modification of the insurance coverage. It shall be the responsibility of each party to maintain the policy of insurance during the term of this Agreement.

SIGNATURES

In witness whereof, the parties have authorized and executed this Agreement at the parties' respective corporate offices in Kane County, Illinois on the dates shown at their signatures.

Village of Sugar Grove
(Sugar Grove)

Tri-Com Dispatch,
(Tri-Com)

By: _____
President

By: _____
Chairman

Attest: _____
Village Clerk

Attest: _____
Secretary

Executed this __ day of _____, 2013.

Executed this __ day of _____, 2013.

EXHIBIT “A”

An annual sum, as and for the service fee for communication services provided by Tri-Com (Annual Service Fee) shall be calculated as follows. The Annual Service Fee is based on the sum of the Base Fee and the Usage Fee. The Base Fee is One (1%) percent of the annual day-to-day operating budget for Tri-Com. The purpose of the Base Fee is to allocate among all Original Members and contract communication service members expenses of TriCom. The Usage Fee is a member’s proportionate share of the remaining balance of the annual day-to-day operating budget (reduced by total Base Fees) based upon the number of Call for Service received from a member’s corporate jurisdiction for the prior fiscal year. A Call for Service is a telephonic alarm dispatch request or emergency responder request received by TriCom Central Dispatch from a location within (or for a location within) the corporate boundaries of a member (Original Member or contract communication service member). The proportionate share of a member for a fiscal year shall be determined by dividing the total number of Calls for Service originating from a member by the total number of Calls for Service received by TriCom . For illustration purposes only, assume that Tri-Com’s annual day-to-day operating budget for year 2012 is \$2,500,000 and Tri-Com received 83,861 Calls for Service in year 2011 and Sugar Grove Police Department generated 8,000 Calls for Service. The Annual Service Fee for Sugar Police Department would be calculated as follows:

Base Fee (1% of \$2,500,000) = \$25,000.00

Usage Fee (8,000/91,861 = .087088 x \$1,435,425* = \$125,008

Annual Service Fee (\$25,000.00 +\$15,017.00): \$150,008

***Net day-to-day Operating Budget after Base Fee Reduction**

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: RONALD A. MOSER, CHIEF OF POLICE
SUBJECT: COMMUNICATION SERVICE AGREEMENT BETWEEN THE VILLAGE OF SUGAR GROVE POLICE DEPARTMENT AND TRI-COM.
AGENDA: FEBRUARY 19, 2013 BOARD MEETING
DATE: FEBRUARY 14, 2013

ISSUE

Should the Village/Board consider entering into a Communication Service Agreement with Tri-Com.

DISCUSSION

As part of the current fiscal year budget, an action plan for the police department was to consider moving dispatch operations to a different Public Safety Answering Point (PSAP). The goal was to consider whether another PSAP would provide a more effective, efficient and cost effective service for the department.

The Village subsequently contracted for an assessment for the selection and implementation of PSAP Services for the Village of Sugar Grove Police Dept. through the firm of PSAP Concepts and Solutions. Mr. Jerry Bleck of that firm provided a report to the Village which was reviewed by the Board. That report recommended going from the Montgomery Dispatch Services to Tri-Com. The Police Administration, Village Administrator, and Board agreed with that recommendation.

Police staff has been working towards coming to this agreement. At this time, the cut over date is proposed for April 9, 2013.

COST

Sugar Grove shall pay to Tri-Com for telecommunication services a total of \$154,626.82 (\$8,079.82 for April 9, 2013 to April 30, 2013, and \$146,547.00 for May 1, 2013 to April 30, 2014) for the first year of service starting April 9, 2013 and ending on April 30, 2014. The aforesated amounts shall be re-prorated in the event the actual date of transfer is not April 9, 2013.

In addition to the annual payment described above, Sugar Grove shall pay a one time operational reserve contribution to Tri-Com in the sum of \$52,235.00. This payment is due on or before May 31, 2013, however, it can be split between our fiscal years at the discretion of our Finance Director.

Dispatch Fees:

This compares very favorably to our arrangement with Montgomery. Our current FY 12-13 budget allocates \$252,218 for telecommunications expense from the Montgomery PSAP (Telecommunications expenses are budgeted in 01-51-6502.)

Other one-time transitional radio costs include installation of two (2) receivers (channels 1 and 3) at Prestbury tower for \$26,750. After installation, the Village will sell this equipment to Tri-Com for \$1.00. Then, Tri-Com assumes the recurring phone line costs of \$743.23 per month (\$8,918.76 annually). Two (2-pair) RTNC phone circuits will be installed at Prestbury for \$783.00.

Other transitional costs for Mobile Data Computers (MDC's) include a one-time Net Motion license purchase of \$1,600 and New Motion annual fee of \$68 per vehicle per year (8 x 68 = \$544 annually).

RECOMMENDATION

That the Board approve a Resolution for the Village of Sugar Grove Police Department Communication Service Agreement with Tri-Com.

Agreementtricom02142013

Attachment: Village of Sugar Grove Police Department Communications Service Agreement

RESOLUTION NO. 20130219B

**RESOLUTION OF AUTHORIZATION TO ENTER INTO
DISPATCH SERVICE AGREEMENT**

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

WHEREAS, the Village desires to enter into an agreement with TRI-COM for dispatch services; and

WHEREAS, TRI-COM is desirous of providing dispatch services for the Village; and

WHEREAS, a Dispatch Services Agreement with TRI-COM has been presented; and

WHEREAS, the Village of Sugar Grove Board has reviewed the agreement and determined that it is in the best interests of the Village to enter into this agreement amendment.

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

1. That P. Sean Michels, Village President, is hereby authorized to sign the Dispatch Services Agreement, hereby attached as Exhibit A.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this 19th day of February, 2013.

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

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

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

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT MICHELS & BOARD OF TRUSTEES
FROM: CYNTHIA L. GALBREATH, VILLAGE CLERK
SUBJECT: PRESENTATION OF DISTINGUISHED BUDGET AWARD
AGENDA: FEBRUARY 19, 2013 REGULAR AGENDA
DATE: FEBRUARY 15, 2013

ISSUE

Presentation on behalf of the Government Finance Officers Association of the Distinguished Budget Award.

DISCUSSION

The Government Finance Officers Association (GFOA) has awarded the Village of Sugar Grove the Distinguished Budget Presentation Award. A Certificate of Recognition for Budget Presentation was also presented to Justin E. VanVooren, Finance Director, as the individual that was primarily responsible for its having achieved the award on behalf of the Village.

This award represents a significant achievement as it reflects the commitment of the Village Board and Staff as the budget was judged using the highest principles of governmental budgeting. In order to receive the budget award, the Village had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well the budget serves as a policy document, a financial plan, an operations guide and a communications device. Budget documents must be rated "proficient" in all four categories to receive the award.

COSTS

There are no costs associated with the presentation.

RECOMMENDATION

That the Village Board accepts the plaque recognizing the award and recognizes the efforts of the Finance Department to once again achieve the Distinguished Budget Award.



February 4, 2013

Village of Sugar Grove, IL
Attn: Mr. Brad Merkel
Public Works Department
601 Heartland Drive
Sugar Grove, IL 60554

RE: WELL 8 Pump Inspection Report and Repair Recommendations

Mr. Merkel:

Thank you, and Chris Lemke, for taking the time to visit our yard on February 1, 2013 to inspect the subject's pump components. I am attaching a copy of our Pump Inspection Report. Our pump repair recommendations:

BYRON JACKSON 12", 200 HP, 460V, TYPE H SUBMERSIBLE MOTOR

The motor is in excellent condition. The motor windings meg 4300+ indicating very high resistance. The seal floats, the shaft projection is spot on, and the shaft rotates freely. Motor inspection revealed that the balance line was plugged with mineral deposition at the top flange connection. The tube has been cleaned and is now clear. (A plugged balance line has the potential to become problematic to the motor's operation over an extended period. The Village's decision to perform preventative maintenance on this pump is vindicated on this condition alone.)

The motor is an excellent candidate for our factory authorized and certified motor service and reinstallation. As this service was included in this contract's original Task Order, the service has been completed.

BYRON JACKSON 23 STAGE 10MQH BOWL ASSEMBLY

The bowl is in overall good condition, especially in terms of the cast iron casting condition. While the castings exhibit some minor internal erosion, they are very much eligible for reinstallation. This is the first time the bowl has been removed since its original installation in 2003. The bowl is not fitted with wear rings. The impeller skirt/casting throat and the bushing/impeller shaft tolerances have normal wear that have exceeded recommended tolerances. The impeller shaft is in good condition. The carbon steel suction strainer is not reusable. The fittings are carbon steel and show some erosion.

Layne recommends rebuilding the bowl with truing of impeller skirts and pressed custom wear rings, new bushings, stainless steel suction strainer, and stainless fittings.

6" T&C LINE PIPE (COLUMN PIPE)

The entire 701' string of 6" Line Pipe was brought to the Layne yard and sandblasted for inspection. The reason for the reduction in the pump's production is immediately evident in a large hole in the side of the lower surge control valve. The rest of the pipe string is in excellent condition and eligible for reinstallation after coating. Layne does recommend replacement of both surge control valves. The 1 ½" PVC transducer conduit was separated.

Layne recommends sandblast and coat of entire string, replacement of both surge control valves, and replacement of the 1 ½" PVC transducer conduit.

TELEVISION SURVEY

The television survey shows a static water level of 466' and a total depth of 1475'. This compares to our field crews wire line measurement of 465' static and 1484' total depth and the well's original 446' static and 1495' total depth. The well's Galesville formation (the producing formation) is logged from 1300' to 1445'.

There is some minor to moderate scaling on the well casing below static. There are some pieces of airline and steel banding just above static and a 6" plastic thread protector floating on static. It is not unusual to see airline and banding in a well. The thread protector is unusual but Layne does not consider its presence problematic.

The fill is not yet interfering with the well's producing formation. However, the Preventative Maintenance test performed last December indicates that the well's specific capacity has declined 50% since its construction. Layne recommends running a sand bailer for up to one day to deepen the hole and possibly improve the specific capacity.

CABLE HIGH POTENTIAL TEST

The pump's 500 MCM, 600V submersible cable was brought to the Layne yard and subjected to a Hi-Pot test, Test results indicate that the cable and Byron Jackson flat cable motor link are suitable for reinstallation.



PHASE II

The scope of repairs and pump reinstallation are not incorporated in the project's original Task Order. Based upon the component/well inspections and recommendations, Layne proposes the following Phase II Estimates which include PSA discounts:

Phase II – Equipment Repair and Overhaul, Sand Bail Well, Pump Reinstallation and Testing		
Item	Description	Estimate
1	Phase I cost in excess of Task Order	\$ 925
2	Rebuild bowl assembly per recommendations	\$14,650
3	Coat 701' of 6" T&C (2) 6" Surge Control valves @ \$1,026 each 720' 1 1/2" PVC Bell End (Transducer Conduit) @\$.97/ft	\$13,319 2,052 695
4	Mobilize to site with pump components, bail well (maximum one day), set pump, conduct two hour test to waste; include consumables (airline, stainless banding, etc.)	\$31,550
Total estimated Phase II		\$63,591

Thank you for the opportunity to perform this work and to present this repair proposal. If you have any questions or comments, or if we may be of any service, please do not hesitate to contact me.

Layne Christensen Company

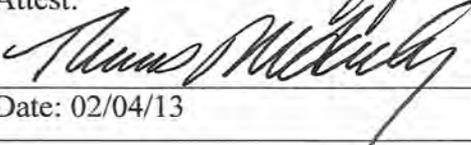


William Balluff, P.E.
Account Manager



Exhibit 1
Task Order

Date	02/04/13
Project Name	Sugar Grove Well #8 Pump Maintenance and Media Replacement
Project Scope	Equipment repair and overhaul One day sand bail Pump reinstallation and performance testing
Schedule / timeline	As required and dictated by the Village of Sugar Grove and within Layne Christensen's competences.
Additional Information	See attached proposals and cost estimates.

Village of Sugar Grove, IL	Layne Christensen Company
Print Name:	Print Name: William Balluff, P.E.
Title:	Title: Account Manager
Signature:	Signature: 
Attest:	Attest: 
Date:	Date: 02/04/13



Schedule B

The undersigned Purchaser hereby instructs Layne Christensen Company ("Contractor") to proceed with work on Purchaser's well and/or pumping equipment with the understanding that the Terms and Conditions shown on the reverse are hereby incorporated as part of this Work Order and with the specific understanding that Contractor will not be liable for any damage in any way whatsoever for failure to complete the described work, nor for any injury or damage, including damage to the well, well material, pump or water supply, resulting from Contractor's efforts to perform such work, or for any delay on Contractor's part in completing same. All work will be provided on a cost plus basis at the hourly rates described below. Charges will be made at the below listed rates for travel time from applicable Aurora or Beecher, Illinois equipment base to destination and return for men and equipment. All hours worked before or after Contractor's normal work day hours and all hours worked on Saturdays, will be billed at time and one-half rates. All work on Sundays and/or any federally recognized holiday will be billed at double time rates.

1. Serviceman or machinist with hand tools.....	\$ 140.00 per hour
2. Serviceman with service truck and tools or welding truck	\$169.00 per hour
3. Machinist with machine shop equipment	157.00 per hour
4. Machinist with 12" pipe threading machine	\$183.00 per hour
5. Serviceman with small hoist or winch truck or sandblast equipment	208.00 per hour
6. Operator and backhoe	208.00 per hour
7. Serviceman with small service rig or large hoist or flatbed crane	220.00 per hour
8. Serviceman with large service rig or large cable tool rig or 15 ton truck crane	259.00 per hour
9. Helpers (per helper)	123.00 per hour
10. Time and one half rate for serviceman.....	add 70.00 per hour
11. Double time rate for serviceman	add 140.00 per hour
12. Time and one half rate for helpers (per helper).....	add 61.50 per hour
13. Double time rate for helpers (per helper)	add 123.00 per hour
14. Mileage from Layne shop or nearest point and return to shop, if not covered by hourly rate above:	
(a) Auto	0.55 per mile
(b) Pickup truck	0.70 per mile
(c) One-ton truck.....	1.00 per mile
(d) Flat-bed truck.....	2.20 per mile
(e) Semi-trailer truck.....	2.75 per mile
15. Per Diem:	
(a) Over 45 miles to 96 miles radius from base.....	35.00 + motel cost/man/day
(b) Over 96 miles from base.....	40.00 +motel cost/man/day

Remarks:

All Work shall be conducted within the terms of this agreement at the above stated unit pricing with a 5% reduction. All technical services such as Video Survey, Sonar Jet®, Boreblast™, High Potential Testing, CTU trailer, etc. shall be invoice at the standard pricing with a 10% reduction.

NOTE: The final invoice will reflect the actual time and materials used on the job multiplied by the unit rates/prices indicated above and in any estimates provided. Any applicable taxes are not included and would be added to the invoice.



VILLAGE OF SUGAR GROVE, IL / LAYNE CHRISTENSEN COMPANY
PROFESSIONAL SERVICES AGREEMENT

CHANGE ORDER

Change Order No. 1

Date of Change Order Initiation: January 31, 2013

Date of Professional Services Agreement: August 1, 2012

NAME OF PROJECT: Layne Christensen Company Professional Services Agreement

OWNER: Village of Sugar Grove, IL

CONTRACTOR: Layne Christensen Company

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. Insert the following paragraph at the end of paragraph 43:

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

JUSTIFICATION

Clarification to contract to comply with Illinois Department of labor conventions.

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$ N/A

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$ N/A

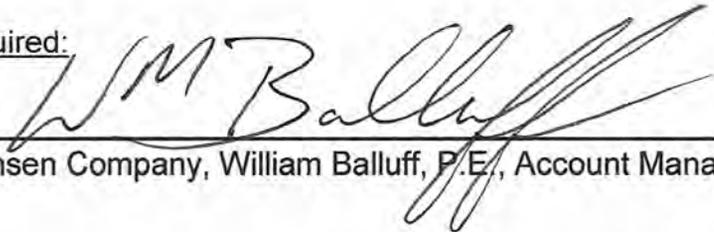
The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$ 0.00

The new CONTRACT PRICE including this CHANGE ORDER will be: \$ N/A

Change to CONTRACT TIME:

Not Applicable

Approvals Required:

Accepted by:  11/31/13
Layne Christensen Company, William Balluff, P.E., Account Manager Date

Accepted by: _____
Village of Sugar Grove, IL Date

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS
BRAD MERKEL, PUBLIC UTILITIES SUPERVISOR
SUBJECT: RESOLUTION: PHASE II OF THE WELL #8 PUMP MAINTENANCE AND
MEDIA REPLACEMENT
AGENDA: FEBRUARY 18, 2013 REGULAR BOARD MEETING
DATE: FEBRUARY 7, 2013

ISSUE

Should the Village Board approve Phase II of the Well #8 Pump Maintenance and Media Replacement.

DISCUSSION

At the December 18, 2012 Regular Board Meeting, the Village Board approved an agreement with Layne Christensen Company, Inc for Well #8 Pump Maintenance and Media Replacement. The Pump Maintenance Proposal included equipment inspection, downhole video survey of the well, inspection reports and service of the Byron Jackson 200 HP submersible motor. Attached for your review are the Well 8 Pump Inspection Report and Repair Recommendations, the Phase II Equipment Repair Proposal and Task Order detailing the description of work and associated costs.. Phase II of the project includes equipment repair and overhaul, sand bail well, pump installation and performance testing for an estimated cost of \$63,591.00

Staff recommends that the Village authorize Layne Christensen Company to complete Phase II of the Well #8 Pump Maintenance and Media Replacement.

COST

The estimated cost of the Well #8 Repairs is \$63,591.00. The Fiscal Year 12-13 Water Operations Budget, account number 50-60-6309: Other Professional Services includes \$200,000.00 for the Well 8 Repair Project. The cost for Phase I of the project was \$73,344.10, leaving \$126,655.90 unencumbered funds for this project.

RECOMMENDATION

The Village Board approves Resolution **20130219PW2** authorizing an agreement for Phase II of the Well #8 Pump Maintenance and Media Replacement with Layne Christensen Company.



RESOLUTION NO. 20130219PW2

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH LAYNE CHRISTENSEN COMPANY, INC.

WHEREAS, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to engage the services of Layne Christensen Company, Inc. to provide professional services for Phase II of the Well #8 Pump Maintenance and Media Replacement to the Village of Sugar Grove, 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 Layne Christensen Company, Inc. and the Village of Sugar Grove for professional services for Phase II of the Well #8 Pump Maintenance and Media Replacement to the Village of Sugar Grove. 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 19th day of February, 2013.

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	Abstain
Trustee Robert E. Bohler	_____	_____	_____	_____
Trustee Kevin M. Geary	_____	_____	_____	_____
Trustee Mari Johnson	_____	_____	_____	_____
Trustee Rick Montalto	_____	_____	_____	_____
Trustee David Paluch	_____	_____	_____	_____
Trustee Thomas Renk	_____	_____	_____	_____
President P. Sean Michels	_____	_____	_____	_____

AT WILL EMPLOYMENT AGREEMENT RIDER

This Agreement being made the 19th day of February, by and between the Village of Sugar Grove, an Illinois Municipal Corporation, (hereinafter "Village") and Brent Eichelberger (hereinafter "Eichelberger").

WHEREAS, the Village is a municipal corporation existing under the authority of the laws of the State of Illinois; and,

WHEREAS, Eichelberger currently serves the Village as its Administrator; and,

WHEREAS, Eichelberger has represented that he is qualified to act as such; and,

WHEREAS, the Village and Eichelberger have previously entered into an Employment Agreement on August 23rd, 2010; and,

WHEREAS, the August 23rd, 2010 Employment Agreement terminates on April 30th, 2013; and,

WHEREAS, the August 23rd, 2010 Employment Agreement indicates that, in the event the Agreement is not renewed or extended beyond April 30th, 2013, Eichelberger is entitled to certain payments specified in the Agreement as severance pay; and,

WHEREAS, the Village is unable to offer Eichelberger a new Employment Agreement for a specified term until after April 30th, 2013, following the outcome of the elections of that month; and,

WHEREAS, Eichelberger is desirous of continuing to offer his services to the Village on an at-will basis after April 30th, 2013 until the earlier of: 1) the Village terminating his employment; 2) Eichelberger voluntarily terminating his employment; or 3) the Village extending, and Eichelberger accepting, a new Employment Agreement for a specified term; and,

WHEREAS, the Village and Eichelberger agree that this Rider does not give Eichelberger an expectation of continuing employment beyond April 30th, 2013, nor do its contents in any way bind or obligate the Village or its elected or appointed officials to continue the employment of Eichelberger beyond that date, except by the express agreement of those parties with such express agreement coming at a time after April 30th, 2013;

NOW THEREFORE, in consideration of the mutual promises of the parties, and the payments hereinafter described, the parties agree as follows:

Section 1: Employment At-Will

1. Following April 30th, 2013, the employment of Eichelberger by the Village shall be solely at-will, and Eichelberger shall be terminable at any time, with or without cause.
2. That Eichelberger shall continue with his position as Administrator solely on an at-will basis, until the earlier of: 1) the Village terminating his employment; 2) Eichelberger terminating his employment; or 3) the Village extending, and Eichelberger accepting, a new Employment Agreement for a specified term.
3. For his services during the period following April 30th, 2013 and the first to occur of the events described in the preceding paragraph, Eichelberger shall be compensated biweekly, in an amount equal to his current biweekly installments, with such amount being reduced pro-rata should Eichelberger's employment be terminated for any reason before the completion of a given two week pay period.
4. Eichelberger shall be entitled to accrue such other benefits (e.g. vacation, sick time, etc.) as are provided for in the August 23rd, 2010 Employment Agreement.

Section 2: Severance Pay

1. The Village and Eichelberger acknowledge that Eichelberger is entitled to certain severance pay upon the termination of his employment with the Village, pursuant to the terms and conditions of his August 23rd, 2010 Employment Agreement, and further acknowledge that Eichelberger would be entitled to said severance pay immediately after April 30th, 2013, were his employment with the Village not continued. This right of Eichelberger is created by and through his August 23rd, 2010 Employment Agreement with the Village and is an obligation of the Village that would ordinarily be discharged during the term of the current administration, and would thus not be binding upon the successor administration following April 30th, 2013.
2. By virtue of this At-Will Employment Agreement Rider, the Village and Eichelberger agree that, until such time as the earlier of the conditions described in Section 1, Paragraph 2 of this Rider occurs, Eichelberger's employment shall continue with the Village. As such, Eichelberger agrees to forego any payments to him in the form of severance pay, as provided for by his August 23rd, 2010 Employment Agreement, until such point in time as Eichelberger is terminated or not renewed by the Village, without cause, after April 30th, 2013. Should Eichelberger be terminated or not renewed without cause after April 30th, 2013, then Eichelberger shall be entitled to the severance pay as described in his August 23rd, 2010 Employment Agreement. Should Eichelberger: 1) be terminated for cause after April 30th, 2013; 2) voluntarily terminate his own employment; or 3) accept a new Employment Agreement with the Village that results in no period of unemployment for Eichelberger, the Village and Eichelberger agree that Eichelberger

shall not be entitled to any severance pay under his August 23rd, 2010 Employment Agreement.

3. The parties expressly agree that Eichelberger's agreement to temporarily waive or delay his right to severance pay is solely offered based on the understanding that this agreement is enforceable and that, should Eichelberger be terminated by the Village without cause at any time while this agreement is in effect, his right to severance pay shall not be affected, Eichelberger's temporary waiver or delay of his right to severance pay shall be fully revoked, and Eichelberger shall immediately be entitled to all payments due and owing under his August 23rd, 2010 Employment Agreement.

4. Should the parties not reach agreement regarding a new Employment Agreement on or before July 31st, 2013, (provided that Eichelberger has not voluntarily terminated his own employment or been terminated for cause) the Parties agree that Eichelberger shall be entitled to revoke this temporary waiver or delay of his right to severance pay and Eichelberger shall immediately be entitled to all payments due and owing under his August 23rd, 2010 Employment Agreement.

Section 3: Notice

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

VILLAGE: Village Administrator and Village Clerk
Village of Sugar Grove
10 S. Municipal Drive
Sugar Grove, IL 60554

EICHELBERGER: Brent Eichelberger
1N195 Northway Drive
Elburn, IL 60119

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 4: General Provisions

1. The text herein, read in conjunction with the August 23rd, 2010 Employment Agreement, shall be the sole agreement between the parties.

2. This Rider shall be binding upon and inure to the benefit of the heirs at law and executors of Eichelberger.

3. If any provision, or any portion thereof, contained in this Rider is held unconstitutional, invalid or unenforceable, the remainder of this Rider, portion thereof, or the August 23rd, 2010 Employment Agreement shall be deemed severable, shall not be affected, shall remain in full force and effect, and Eichelberger shall be entitled to all payments due and owing under that Agreement.

4. Except as specifically modified herein, all provisions of the Village Personnel Manual and all other employee regulations shall apply to the Employment of Eichelberger herein.

5. This Rider may not be changed orally. All modifications of this Rider must be in writing and must be signed by each party hereto.

IN WITNESS WHEREOF, the Village of Sugar Grove, Illinois has caused this agreement to be signed and executed in its behalf by its Village President, and duly attested by its Village Clerk, and Brent Eichelberger has signed and executed this agreement, both in duplicate, the day and year first above written.

P. Sean Michels, Village President

ATTEST:

Cynthia L. Galbreath, Village Clerk

Brent Eichelberger

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS
BRAD MERKEL, UTILITIES SUPERVISOR
SUBJECT: RESOLUTION: AUTHORIZING EXECUTION OF THE LAYNE
CHRISTENSEN COMPANY PROFESSIONAL SERVICES AGREEMENT
CHANGE ORDER #1
AGENDA: FEBRUARY 19, 2013 VILLAGE BOARD MEETING
DATE: FEBRUARY 7, 2013

ISSUE

Should the Village Board authorize execution of the Layne Christensen Company Professional Services Agreement Change Order #1.

DISCUSSION

At the September 4, 2012 Regular Board Meeting, the Village Board authorized entering into a service agreement with Layne Christensen Company, Inc. for water system needs.

It was brought to staff's attention that the Professional Service Agreement did not specifically reference the Prevailing Wage Act. For the Village's protection and to comply with the Illinois Department of Labor regulations, Layne Christensen has proposed including the following language to paragraph 43 of the contract:

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Attorney Steve Andersson reviewed Change Order #1 and believes that an amendment to the Professional Services Agreement with Layne Christensen Company would be in the best interest to the Village.

Attached for your review is the Layne Christensen Company Professional Services Agreement Change Order #1.

COST

There is no cost associated with approving the agreement.

RECOMMENDATION

The Village Board approves Resolution **20130219PW1** authorizing execution of the Layne Christensen Company Professional Services Agreement Change Order #1.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS
BRAD MERKEL, PUBLIC UTILITIES SUPERVISOR
SUBJECT: RESOLUTION: PHASE II OF THE WELL #8 PUMP MAINTENANCE AND
MEDIA REPLACEMENT
AGENDA: FEBRUARY 18, 2013 REGULAR BOARD MEETING
DATE: FEBRUARY 7, 2013

ISSUE

Should the Village Board approve Phase II of the Well #8 Pump Maintenance and Media Replacement.

DISCUSSION

At the December 18, 2012 Regular Board Meeting, the Village Board approved an agreement with Layne Christensen Company, Inc for Well #8 Pump Maintenance and Media Replacement. The Pump Maintenance Proposal included equipment inspection, downhole video survey of the well, inspection reports and service of the Byron Jackson 200 HP submersible motor. Attached for your review are the Well 8 Pump Inspection Report and Repair Recommendations, the Phase II Equipment Repair Proposal and Task Order detailing the description of work and associated costs. Phase II of the project includes equipment repair and overhaul, sand bail well, pump installation and performance testing for an estimated cost of \$63,591.00

Staff recommends that the Village authorize Layne Christensen Company to complete Phase II of the Well #8 Pump Maintenance and Media Replacement.

COST

The estimated cost of the Well #8 Repairs is \$63,591.00. The Fiscal Year 12-13 Water Operations Budget, account number 50-60-6309: Other Professional Services includes \$200,000.00 for the Well 8 Repair Project. The cost for Phase I of the project was \$73,344.10, leaving \$126,655.90 unencumbered funds for this project.

RECOMMENDATION

The Village Board approves Resolution **20130219PW2** authorizing an agreement for Phase II of the Well #8 Pump Maintenance and Media Replacement with Layne Christensen Company.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: RONALD A. MOSER, CHIEF OF POLICE
SUBJECT: RECRUITMENT OF POLICE CHIEF
AGENDA: VILLAGE BOARD MEETING, FEBRUARY 5, 2013
DATE: JANUARY 31, 2013

ISSUE

Should the Village Board approve the selection timetable and recruitment of Police Chief.

DISCUSSION

Chapter 1, Section 5-1-3: B.2. provides for the appointment of the Police Chief by the Village President and Board of Trustee. The election for the Village President and Board of Trustees is April 9, 2013. After the election, the newly elected officials will take office at the Board Meeting of May 7, 2013. Based on these important dates, the following timetable and process is recommended for the recruitment and hiring of the Police Chief.

- February 19th – Discussion of position and hiring procedures with Village Board.
- February 20th – Advertise position in appropriate on line venues as well as information sent to various police chief organizations.
- March 29th – Application materials are due at the Village Hall by 4:30 p.m. Upon review of application materials the applicant will be sent a letter advising them of the important dates they will need to be present if they are selected to further participate.
- April 3th - The Village Administrator and Interim Police Chief will review applicants and select 12-15 candidates for initial further review. These candidates will be sent three to five questions that they are to respond to.
- April 19th – The responses to the questions are due by 4:30 p.m. at the Village Hall. Village Administrator and Interim Police Chief will review the responses and narrow the number of candidates to approximately five finalists.
- April 23rd – The final candidates will be notified that they have been selected to proceed in the process. All other candidates will be notified that they have not been selected to proceed. Final candidates are notified for May 3rd meeting.

- May 3rd – The selected finalists will spend the day in the Village of Sugar Grove as part of the selection process. They will be provided with a tour of the Village, Village Hall and Police Department. There will be a “Meet and Greet” with the other department heads as well as a session with the Sugar Grove Police Department sergeants. Each candidate will be individually interviewed by the Village Administrator and Police Chief and one or more outside police professionals. Personality testing is under revision by staff. A report will be provided to the Board as well as newly elected Board members regarding these candidates.
- May 7th – Newly elected Board is sworn in. Executive session will be held for the purpose of discussion of candidates for upcoming interviews with the Board.
- May 14th – Board interviews final candidates and selects. Board directs Village Administrator to negotiate employment with candidate.
- May 21st – Board meeting or subsequent special meeting – board approves appointment and contract with new Police Chief.
- New Police Chief begins employment at date to be determined. It is recommended that there be approximately one week overlap with Interim Police Chief for orientation purposes.

COST

RECOMMENDATION

Recruitmentnewpolicechief

AT WILL EMPLOYMENT AGREEMENT RIDER

This Agreement being made the 19th day of February, 2013, by and between the Village of Sugar Grove, an Illinois Municipal Corporation, (hereinafter "Village") and Anthony Speciale (hereinafter "Speciale").

WHEREAS, the Village is a municipal corporation existing under the authority of the laws of the State of Illinois; and,

WHEREAS, Speciale currently serves the Village as its Public Works Director; and,

WHEREAS, Speciale has represented that he is qualified to act as such; and,

WHEREAS, the Village and Speciale have previously entered into an Employment Agreement on August 3rd, 2010; and,

WHEREAS, the August 3rd, 2010 Employment Agreement terminates on April 30th, 2013; and,

WHEREAS, the August 3rd, 2010 Employment Agreement indicates that, in the event the Agreement is not renewed or extended beyond April 30th, 2013, Speciale is entitled to certain payments specified in the Agreement as severance pay; and,

WHEREAS, the Village is unable to offer Speciale a new Employment Agreement for a specified term until after April 30th, 2013, following the outcome of the elections of that month; and,

WHEREAS, Speciale is desirous of continuing to offer his services to the Village on an at-will basis after April 30th, 2013 until the earlier of: 1) the Village terminating his employment; 2) Speciale voluntarily terminating his employment; or 3) the Village extending, and Speciale accepting, a new Employment Agreement for a specified term; and,

WHEREAS, the Village and Speciale agree that this Rider does not give Speciale an expectation of continuing employment beyond April 30th, 2013, nor do its contents in any way bind or obligate the Village or its elected or appointed officials to continue the employment of Speciale beyond that date, except by the express agreement of those parties with such express agreement coming at a time after April 30th, 2013;

NOW THEREFORE, in consideration of the mutual promises of the parties, and the payments hereinafter described, the parties agree as follows:

Section 1: Employment At-Will

1. Following April 30th, 2013, the employment of Speciale by the Village shall be solely at-will, and Speciale shall be terminable at any time, with or without cause.
2. That Speciale shall continue with his position as Public Works Director solely on an at-will basis, until the earlier of: 1) the Village terminating his employment; 2) Speciale terminating his employment; or 3) the Village extending, and Speciale accepting, a new Employment Agreement for a specified term.
3. For his services during the period following April 30th, 2013 and the first to occur of the events described in the preceding paragraph, Speciale shall be compensated biweekly, in an amount equal to his current biweekly installments, with such amount being reduced pro-rata should Speciale's employment be terminated for any reason before the completion of a given two week pay period.
4. Speciale shall be entitled to accrue such other benefits (e.g. vacation, sick time, etc.) as are provided for in the August 3rd, 2010 Employment Agreement.

Section 2: Severance Pay

1. The Village and Speciale acknowledge that Speciale is entitled to certain severance pay upon the termination of his employment with the Village, pursuant to the terms and conditions of his August 3rd, 2010 Employment Agreement, and further acknowledge that Speciale would be entitled to said severance pay immediately after April 30th, 2013, were his employment with the Village not continued. This right of Speciale is created by and through his August 3rd, 2010 Employment Agreement with the Village and is an obligation of the Village that would ordinarily be discharged during the term of the current administration, and would thus not be binding upon the successor administration following April 30th, 2013.
2. By virtue of this At-Will Employment Agreement Rider, the Village and Speciale agree that, until such time as the earlier of the conditions described in Section 1, Paragraph 2 of this Rider occurs, Speciale's employment shall continue with the Village. As such, Speciale agrees to forego any payments to him in the form of severance pay, as provided for by his August 3rd, 2010 Employment Agreement, until such point in time as Speciale is terminated or not renewed by the Village, without cause, after April 30th, 2013. Should Speciale be terminated or not renewed without cause after April 30th, 2013, then Speciale shall be entitled to the severance pay as described in his August 3rd, 2010 Employment Agreement. Should Speciale: 1) be terminated for cause after April 30th, 2013; 2) voluntarily terminate his own employment; or 3) accept a new Employment Agreement with the Village that results in no period of unemployment for Speciale, the Village and Speciale agree that Speciale shall not be entitled to any severance pay under his August 3rd, 2010 Employment Agreement.

3. The parties expressly agree that Speciale's agreement to temporarily waive or delay his right to severance pay is solely offered based on the understanding that this agreement is enforceable and that, should Speciale be terminated by the Village without cause at any time while this agreement is in effect, his right to severance pay shall not be affected, Speciale's temporary waiver or delay of his right to severance pay shall be fully revoked, and Speciale shall immediately be entitled to all payments due and owing under his August 3rd, 2010 Employment Agreement.

4. Should the parties not reach agreement regarding a new Employment Agreement on or before July 31st, 2013, (provided that Speciale has not voluntarily terminated his own employment or been terminated for cause) the Parties agree that Speciale shall be entitled to revoke this temporary waiver or delay of his right to severance pay and Speciale shall immediately be entitled to all payments due and owing under his August 3rd, 2010 Employment Agreement.

Section 3: Notice

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

VILLAGE: Village Administrator and Village Clerk
Village of Sugar Grove
10 S. Municipal Drive
Sugar Grove, IL 60554

SPECIALE: Anthony Speciale
1842 A Glenwood Circle
Sugar Grove, IL 60554

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 4: General Provisions

1. The text herein, read in conjunction with the August 3rd, 2010 Employment Agreement, shall be the sole agreement between the parties.
2. This Rider shall be binding upon and inure to the benefit of the heirs at law and executors of Speciale.
3. If any provision, or any portion thereof, contained in this Rider is held unconstitutional, invalid or unenforceable, the remainder of this Rider, portion thereof, or the August 3rd, 2010 Employment Agreement shall be deemed severable, shall not be

affected, shall remain in full force and effect, and Speciale shall be entitled to all payments due and owing under that Agreement.

4. Except as specifically modified herein, all provisions of the Village Personnel Manual and all other employee regulations shall apply to the Employment of Speciale herein.

5. This Rider may not be changed orally. All modifications of this Rider must be in writing and must be signed by each party hereto.

IN WITNESS WHEREOF, the Village of Sugar Grove, Illinois has caused this agreement to be signed and executed in its behalf by its Village President, and duly attested by its Village Clerk, and Anthony Speciale has signed and executed this agreement, both in duplicate, the day and year first above written.

P. Sean Michels, Village President

ATTEST:

Cynthia L. Galbreath, Village Clerk

Anthony Speciale

AT WILL EMPLOYMENT AGREEMENT RIDER

This Agreement being made the 19th day of February, 2013, by and between the Village of Sugar Grove, an Illinois Municipal Corporation, (hereinafter "Village") and Justin VanVooren (hereinafter "VanVooren").

WHEREAS, the Village is a municipal corporation existing under the authority of the laws of the State of Illinois; and,

WHEREAS, VanVooren currently serves the Village as its Finance Director; and,

WHEREAS, VanVooren has represented that he is qualified to act as such; and,

WHEREAS, the Village and VanVooren have previously entered into an Employment Agreement on August 3rd, 2010; and,

WHEREAS, the August 3rd, 2010 Employment Agreement terminates on April 30th, 2013; and,

WHEREAS, the August 3rd, 2010 Employment Agreement indicates that, in the event the Agreement is not renewed or extended beyond April 30th, 2013, VanVooren is entitled to certain payments specified in the Agreement as severance pay; and,

WHEREAS, the Village is unable to offer VanVooren a new Employment Agreement for a specified term until after April 30th, 2013, following the outcome of the elections of that month; and,

WHEREAS, VanVooren is desirous of continuing to offer his services to the Village on an at-will basis after April 30th, 2013 until the earlier of: 1) the Village terminating his employment; 2) VanVooren voluntarily terminating his employment; or 3) the Village extending, and VanVooren accepting, a new Employment Agreement for a specified term; and,

WHEREAS, the Village and VanVooren agree that this Rider does not give Van Vooren an expectation of continuing employment beyond April 30th, 2013, nor do its contents in any way bind or obligate the Village or its elected or appointed officials to continue the employment of VanVooren beyond that date, except by the express agreement of those parties with such express agreement coming at a time after April 30th, 2013;

NOW THEREFORE, in consideration of the mutual promises of the parties, and the payments hereinafter described, the parties agree as follows:

Section 1: Employment At-Will

1. Following April 30th, 2013, the employment of VanVooren by the Village shall be solely at-will, and VanVooren shall be terminable at any time, with or without cause.
2. That VanVooren shall continue with his position as Finance Director solely on an at-will basis, until the earlier of: 1) the Village terminating his employment; 2) VanVooren terminating his employment; or 3) the Village extending, and VanVooren accepting, a new Employment Agreement for a specified term.
3. For his services during the period following April 30th, 2013 and the first to occur of the events described in the preceding paragraph, VanVooren shall be compensated biweekly, in an amount equal to his current biweekly installments, with such amount being reduced pro-rata should VanVooren's employment be terminated for any reason before the completion of a given two week pay period.
4. VanVooren shall be entitled to accrue such other benefits (e.g. vacation, sick time, etc.) as are provided for in the August 3rd, 2010 Employment Agreement.

Section 2: Severance Pay

1. The Village and VanVooren acknowledge that VanVooren is entitled to certain severance pay upon the termination of his employment with the Village, pursuant to the terms and conditions of his August 3rd, 2010 Employment Agreement, and further acknowledge that VanVooren would be entitled to said severance pay immediately after April 30th, 2013, were his employment with the Village not continued. This right of VanVooren is created by and through his August 3rd, 2010 Employment Agreement with the Village and is an obligation of the Village that would ordinarily be discharged during the term of the current administration, and would thus not be binding upon the successor administration following April 30th, 2013.
2. By virtue of this At-Will Employment Agreement Rider, the Village and VanVooren agree that, until such time as the earlier of the conditions described in Section 1, Paragraph 2 of this Rider occurs, VanVooren's employment shall continue with the Village. As such, VanVooren agrees to forego any payments to him in the form of severance pay, as provided for by his August 3rd, 2010 Employment Agreement, until such point in time as VanVooren is terminated or not renewed by the Village, without cause, after April 30th, 2013. Should VanVooren be terminated or not renewed without cause after April 30th, 2013, then VanVooren shall be entitled to the severance pay as described in his August 3rd, 2010 Employment Agreement. Should VanVooren: 1) be terminated for cause after April 30th, 2013; 2) voluntarily terminate his own employment; or 3) accept a new Employment Agreement with the Village that results in no period of unemployment for VanVooren, the Village and VanVooren agree that VanVooren shall not be entitled to any severance pay under his August 3rd, 2010 Employment Agreement.

3. The parties expressly agree that VanVooren's agreement to temporarily waive or delay his right to severance pay is solely offered based on the understanding that this agreement is enforceable and that, should VanVooren be terminated by the Village without cause at any time while this agreement is in effect, his right to severance pay shall not be affected, VanVooren's temporary waiver or delay of his right to severance pay shall be fully revoked, and VanVooren shall immediately be entitled to all payments due and owing under his August 3rd, 2010 Employment Agreement.

4. Should the parties not reach agreement regarding a new Employment Agreement on or before July 31st, 2013, (provided that VanVooren has not voluntarily terminated his own employment or been terminated for cause) the Parties agree that VanVooren shall be entitled to revoke this temporary waiver or delay of his right to severance pay and VanVooren shall immediately be entitled to all payments due and owing under his August 3rd, 2010 Employment Agreement.

Section 3: Notice

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

VILLAGE: Village Administrator and Village Clerk
Village of Sugar Grove
10 S. Municipal Drive
Sugar Grove, IL 60554

VANVOOREN: Justin VanVooren
2260 Hagaman Lane
Montgomery, IL 60538

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 4: General Provisions

1. The text herein, read in conjunction with the August 3rd, 2010 Employment Agreement, shall be the sole agreement between the parties.
2. This Rider shall be binding upon and inure to the benefit of the heirs at law and executors of Van Vooren.
3. If any provision, or any portion thereof, contained in this Rider is held unconstitutional, invalid or unenforceable, the remainder of this Rider, portion thereof, or

the August 3rd, 2010 Employment Agreement shall be deemed severable, shall not be affected, shall remain in full force and effect, and VanVooren shall be entitled to all payments due and owing under that Agreement.

4. Except as specifically modified herein, all provisions of the Village Personnel Manual and all other employee regulations shall apply to the Employment of VanVooren herein.

5. This Rider may not be changed orally. All modifications of this Rider must be in writing and must be signed by each party hereto.

IN WITNESS WHEREOF, the Village of Sugar Grove, Illinois has caused this agreement to be signed and executed in its behalf by its Village President, and duly attested by its Village Clerk, and Justin VanVooren has signed and executed this agreement, both in duplicate, the day and year first above written.

P. Sean Michels, Village President

ATTEST:

Cynthia L. Galbreath, Village Clerk

Justin VanVooren

AT WILL EMPLOYMENT AGREEMENT RIDER

This Agreement being made the 19th day of February, 2013, by and between the Village of Sugar Grove, an Illinois Municipal Corporation, (hereinafter "Village") and Rich Young (hereinafter "Young").

WHEREAS, the Village is a municipal corporation existing under the authority of the laws of the State of Illinois; and,

WHEREAS, Young currently serves the Village as its Community Development Director; and,

WHEREAS, Young has represented that he is qualified to act as such; and,

WHEREAS, the Village and Young have previously entered into an Employment Agreement on August 3rd, 2010; and,

WHEREAS, the August 3rd, 2010 Employment Agreement terminates on April 30th, 2013; and,

WHEREAS, the August 3rd, 2010 Employment Agreement indicates that, in the event the Agreement is not renewed or extended beyond April 30th, 2013, Young is entitled to certain payments specified in the Agreement as severance pay; and,

WHEREAS, the Village is unable to offer Young a new Employment Agreement for a specified term until after April 30th, 2013, following the outcome of the elections of that month; and,

WHEREAS, Young is desirous of continuing to offer his services to the Village on an at-will basis after April 30th, 2013 until the earlier of: 1) the Village terminating his employment; 2) Young voluntarily terminating his employment; or 3) the Village extending, and Young accepting, a new Employment Agreement for a specified term; and,

WHEREAS, the Village and Young agree that this Rider does not give Young an expectation of continuing employment beyond April 30th, 2013, nor do its contents in any way bind or obligate the Village or its elected or appointed officials to continue the employment of Young beyond that date, except by the express agreement of those parties with such express agreement coming at a time after April 30th, 2013;

NOW THEREFORE, in consideration of the mutual promises of the parties, and the payments hereinafter described, the parties agree as follows:

Section 1: Employment At-Will

1. Following April 30th, 2013, the employment of Young by the Village shall be solely at-will, and Young shall be terminable at any time, with or without cause.
2. That Young shall continue with his position as Community Development Director solely on an at-will basis, until the earlier of: 1) the Village terminating his employment; 2) Young terminating his employment; or 3) the Village extending, and Young accepting, a new Employment Agreement for a specified term.
3. For his services during the period following April 30th, 2013 and the first to occur of the events described in the preceding paragraph, Young shall be compensated biweekly, in an amount equal to his current biweekly installments, with such amount being reduced pro-rata should Young's employment be terminated for any reason before the completion of a given two week pay period.
4. Young shall be entitled to accrue such other benefits (e.g. vacation, sick time, etc.) as are provided for in the August 3rd, 2010 Employment Agreement.

Section 2: Severance Pay

1. The Village and Young acknowledge that Young is entitled to certain severance pay upon the termination of his employment with the Village, pursuant to the terms and conditions of his August 3rd, 2010 Employment Agreement, and further acknowledge that Young would be entitled to said severance pay immediately after April 30th, 2013, were his employment with the Village not continued. This right of Young is created by and through his August 3rd, 2010 Employment Agreement with the Village and is an obligation of the Village that would ordinarily be discharged during the term of the current administration, and would thus not be binding upon the successor administration following April 30th, 2013.
2. By virtue of this At-Will Employment Agreement Rider, the Village and Young agree that, until such time as the earlier of the conditions described in Section 1, Paragraph 2 of this Rider occurs, Young's employment shall continue with the Village. As such, Young agrees to forego any payments to him in the form of severance pay, as provided for by his August 3rd, 2010 Employment Agreement, until such point in time as Young is terminated or not renewed by the Village, without cause, after April 30th, 2013. Should Young be terminated or not renewed without cause after April 30th, 2013, then Young shall be entitled to the severance pay as described in his August 3rd, 2010 Employment Agreement. Should Young: 1) be terminated for cause after April 30th, 2013; 2) voluntarily terminate his own employment; or 3) accept a new Employment Agreement with the Village that results in no period of unemployment for Young, the

Village and Young agree that Young shall not be entitled to any severance pay under his August 3rd, 2010 Employment Agreement.

3. The parties expressly agree that Young's agreement to temporarily waive or delay his right to severance pay is solely offered based on the understanding that this agreement is enforceable and that, should Young be terminated by the Village without cause at any time while this agreement is in effect, his right to severance pay shall not be affected, Young's temporary waiver or delay of his right to severance pay shall be fully revoked, and Young shall immediately be entitled to all payments due and owing under his August 3rd, 2010 Employment Agreement.

4. Should the parties not reach agreement regarding a new Employment Agreement on or before July 31st, 2013, (provided that Young has not voluntarily terminated his own employment or been terminated for cause) the Parties agree that Young shall be entitled to revoke this temporary waiver or delay of his right to severance pay and Young shall immediately be entitled to all payments due and owing under his August 3rd, 2010 Employment Agreement.

Section 3: Notice

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

VILLAGE: Village Administrator and Village Clerk
Village of Sugar Grove
10 S. Municipal Drive
Sugar Grove, IL 60554

YOUNG: Rich Young
99 Atkinson Drive
Sugar Grove, IL 60554

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 4: General Provisions

1. The text herein, read in conjunction with the August 3rd, 2010 Employment Agreement, shall be the sole agreement between the parties.

2. This Rider shall be binding upon and inure to the benefit of the heirs at law and executors of Young.

3. If any provision, or any portion thereof, contained in this Rider is held unconstitutional, invalid or unenforceable, the remainder of this Rider, portion thereof, or the August 3rd, 2010 Employment Agreement shall be deemed severable, shall not be affected, shall remain in full force and effect, and Young shall be entitled to all payments due and owing under that Agreement.

4. Except as specifically modified herein, all provisions of the Village Personnel Manual and all other employee regulations shall apply to the Employment of Young herein.

5. This Rider may not be changed orally. All modifications of this Rider must be in writing and must be signed by each party hereto.

IN WITNESS WHEREOF, the Village of Sugar Grove, Illinois has caused this agreement to be signed and executed in its behalf by its Village President, and duly attested by its Village Clerk, and Rich Young has signed and executed this agreement, both in duplicate, the day and year first above written.

P. Sean Michels, Village President

ATTEST:

Cynthia L. Galbreath, Village Clerk

Richard Young