

<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
August 21, 2012
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
 - a. None
6. Public Comment on Items Scheduled for Action
7. Consent Agenda
 - a. Approval: Minutes for August 7, 2012 Meeting
 - b. Approval: Vouchers
 - c. Approval: Treasurer's Report
 - d. Ordinance: Amending Village Code Title 12 – Address and Numbering System
 - e. Ordinance: Amending Village Code Title 5 – Part Time Police Officers
 - f. Resolution: Amending the Number of Liquor Licenses in the Village of Sugar Grove
8. General Business
 - a. Discussion: Opting Out of Video Gaming
 - b. Resolution: Dugan Road Paving Contract
 - c. Resolution: Engineering Agreement – Galena & 47 Sidewalk & Bike Path
 - d. Approval: 2012 MFT Program – Rejection of All Bids
 - e. Approval: Purchase of Police Patrol Vehicles
9. New Business
 - a. None
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*

<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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**August 21, 2012
Committee of the Whole
6:30 p.m.**

1. Call to Order
2. Roll Call
3. Public Comment
4. Discussion: Professional Services Agreement for Water System Needs
5. Closed Session: Land Acquisition, Personnel, Litigation
6. Adjournment

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.



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

ORDINANCE NO. 2012-0821_

**An Ordinance Amending Titles 9, 12, and 13 of the Village Code
Concerning the Address System of the
Village of Sugar Grove, Kane County, Illinois
(Address System and Numbering)**

Adopted by the
Board of Trustees and President
of the Village of Sugar Grove
this 21st day of August, 2012.

Published in Pamphlet Form
by authority of the Board of Trustees
of the Village of Sugar Grove, Kane County,
Illinois, this 21st day of August, 2012.

ORDINANCE NO. 2012-0821_
An Ordinance Amending Titles 9, 12, and 13 of the Village Code
Concerning the Address System of the
Village of Sugar Grove, Kane County, Illinois
(Address System and Numbering)

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

WHEREAS, the Village of Sugar Grove is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and, pursuant to the powers granted to it under 65 ILCS 5/1-1 *et seq.*; and,

WHEREAS, the Village of Sugar Grove currently assigns addresses in the Village; and,

WHEREAS, the Village finds that such regulations provide for the safety and well-being of Village inhabitants and benefit the public welfare and safety; and,

WHEREAS, the Village seeks to continue to promote these interests, and seeks to amend the Village Code to more fully protect and preserve the safety, quality of life, and well being of such inhabitants;

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: ORDINANCE SECTIONS AMENDED

That the following Title 13 of the Village Code of Ordinances is hereby created as follows:

TITLE 13 – ADDRESS SYSTEM AND NUMBERING

13-1-1: STREET NAMES AND DESIGNATIONS:

- A. Approval of Street Names: No street names shall be used which will duplicate or be confused with the names of existing streets. Existing street names shall be projected wherever possible. The first name of any street designation shall be unique and shall be approved by the 911 agency within whose jurisdiction the village is located. Street names shall be subject to the approval of the Village Board.
- B. Street Designations: The following street designation system shall be utilized to differentiate different kinds of public streets:
 - 1. Any new public street running in a generally north-south direction shall be named Street or Drive.

2. Any new public street running in a generally east-west direction shall be named Avenue or Road.
3. Major streets running in any direction which are designated with special characteristics such as planted medians shall be named Boulevard.
4. Eyebrow cul-de-sacs shall retain the numbering system of the public way that they front on and shall not have a separate name.
5. Cul-de-sacs shall be named Court.
6. Any public street that comes back upon itself shall be called Circle.
7. Any public street that lacks true directional quality shall be named Lane.

13-1-2: NUMBERING PLAN:

- A. Map Or Plat Of Streets: The Board of Trustees shall cause to be prepared a map or plat of all the streets and public highways within the Village and within the planning area boundary showing the proper numbers of all lots, buildings or structures fronting upon said streets and highways, which map or plat shall be open to the public and used by the public in determining the proper number for their lots, buildings or structures.
- B. Lots And Buildings: All lots, buildings or structures in the Village shall be numbered in accordance with the following plan:
 1. Base Line: The base line for streets running northerly and southerly shall be U.S. Routes 30 and 56; the base line for streets running easterly and westerly shall be Route 47. Numbering shall begin with the base lines, based upon the unit system, that is, each mile shall be in multiples of eight hundred (800).
 2. Odd Numbers: All of said lots, buildings or structures on the right side of any street or public highway going away or out from the dividing line shall be numbered with odd numbers commencing at the base line with number 1 and numbering consecutively therefrom to the next block or starting point.
 3. Even Numbers: All of said lots, buildings or structures on the left side of any street or public highway going away or out from the dividing line shall be numbered with even numbers commencing at the base line with number 2 and numbering consecutively therefrom to the next block or starting point.
 4. East And West Designation: All east and west streets, or streets running in an easterly or westerly direction which cross the base highway, namely State Route 47, shall bear the prefix "East", east of State Route 47, and bear the prefix "West", west of State Route 47.
 5. North And South Designation: All north and south streets or streets running in a northerly

or southerly direction which cross the base highways, namely U.S. Highway 30 and State Route 56, shall bear the prefix "North", north of U.S. Highway 30 and State Route 56 and bear the prefix "South", south of said U.S. Highway 30 and State Route 56.

6. Business District Use: All blocks in the area presently zoned "business district uses" shall be divided into as many thirty foot (30') spaces as possible, and each such space shall be given its proper number, said measurement and numbering shall be continued along each street in the business district and in case there is a fraction left over exceeding one-half ($\frac{1}{2}$) of such thirty foot (30') space, then such fraction is to be considered and treated as a full space, but if such fraction left over does not exceed one-half ($\frac{1}{2}$) of such space, then such fraction is to be considered and treated as part of the space adjoining it.

7. All Other Uses: In all other areas of the Village, except those areas zoned business district uses, numbers shall be assigned and established for each lot or fraction of a lot. In the event there is more than one building or structure situated on any one lot, said additional building or structure shall carry a fractional number such as one and one-half ($1\frac{1}{2}$), or whatever the case may be.

C. Penalty: Any person violating any provision of this Section shall be subject to penalty as provided in Section 1-4-1 of this Code for each offense. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues; provided, that no such person shall be liable for the penalty herein provided until after he has received, from the Village, a notice, by mail or in person, of the fact that a building owned or occupied by him does not have the proper number to comply with this Section.

13-1-3: BUILDING NUMBERS:

A. Principal Building Defined: A principal building is any non-accessory structure within the Village in which is conducted the main or principal use/s on the lot on which said structure is situated.

B. Principal Building Numbers Required: Each principal building within the Village shall have placed and maintained on the building, at all times, building numbers conforming to the requirements of this Section.

C. Specifications:

1. Building numbers shall consist of Arabic numbers at least six inches (6") in height and no more than eight inches (8") in height in a color which contrasts with the surface background upon which the numbers are placed.

2. Such numbers shall consist of numerical digits and shall not be written or spelled out in script.

3. Each building shall display the number assigned to the lot upon which said building stands as indicated by the Village street numbering maps on file in the Community Development

Department office.

4. Building numbers may be individual numbers affixed to a wall or non-residential window or affixed on a building number sign that is itself affixed to a wall.

D. Location: Building numbers shall be located on that portion of the building which is closest to the street to which such address corresponds and be plainly legible and visible from the street.

E. Freestanding Mailboxes or Permanent Non-Residential Ground-Mounted Advertising Signs: In the event an owner or occupier of land wishes to erect an additional building number on any freestanding mailbox and / or permanent non-residential ground-mounted advertising sign on the property, in addition to the building sign number required by this Section, said mailbox or ground sign building number shall conform to the requirements of subsection C of this Section with the exception that said numbers shall be at least three inches (3") in height and no more than six (6") in height.

G. Time For Compliance: Each person liable under this Chapter shall comply with its provisions within ninety (90) days after the effective date hereof or by the time of issuance of the occupancy permit for the building in question, whichever is later.

H. Nonconforming Building Numbers:

1. Any building which, at the time of the effective date hereof has placed and maintained on the building, building numbers which conform to subsection C3 of this Section but otherwise fails to conform to this Section, shall constitute a lawful nonconforming building numbers and may be continued without compliance with this Section subject to the following provisions:

In the event that a nonconforming building numbers are removed, damaged or otherwise altered in any way, said nonconforming status shall end and the property owner shall immediately erect building numbers which conform to all provisions of this Section.

I. Enforcement:

1. Any act constituting a violation of the provisions of this Section or a failure to comply with any of its requirements shall subject the offender to a civil penalty of twenty five dollars (\$25.00). If the offender fails to pay this penalty within ten (10) days after being cited for a violation, the penalty may be recovered by the Village in a civil action in the nature of debt.

2. If the Community Development Director or his / her designee finds that any provision of this Section is being violated, he shall send a written notice to the person responsible for such violation, indicating the nature of the violation and ordering the action necessary to correct it. Additional written notices may be sent at the officer's discretion.

3. This Section may also be enforced by any other appropriate, equitable or legal action.

4. Each day that any violation continues after notification by the Community Development Director or his / her designee that such violation exists and after expiration of the ten (10) day period for payment specified in subsection II herein shall be considered a separate offense for purposes of the penalties and remedies specified in this subsection.

5. Any one, all or any combination of the foregoing penalties and remedies may be used to enforce this Section.

6. The owner, tenant or occupant of any building or land or part thereof and any other person who participates in, assists, directs, creates or maintains any situation that is contrary to the requirements of this Section may be held responsible for the violation and suffer the penalties and be subject to the remedies herein provided.

That the following Sub-section(s) of Title 9 of the Village Code of Ordinances are hereby repealed in their entirety:

9-2-1: Numbering Plan

9-2-2: Building Numbers

That the following Sub-section(s) of Title 12 of the Village Code of Ordinances are hereby repealed and replaced in their entirety as follows:

12-5-4: STREET NAMES AND DESIGNATIONS:

See Section 13-1-1 of this Code.

12-6-14: MAILBOXES:

A. Installation Required: All mailboxes throughout the subdivision shall be installed in clusters at various locations or as single mailbox installations as approved by the local post office.

B. Cluster Mailbox Installations: Mailboxes of a cluster design shall be housed in a suitable enclosure, the design of which shall be submitted to the Village for approval prior to installation.

C. Single Mailbox Installations: All mailboxes shall have the bottom of the box be between thirty six inches (36") and forty two inches (42") above the adjacent street pavement. Mailboxes shall not overhang the curb or street pavement and shall not be farther than six inches (6") from the back of the curb. Single mailbox installations shall be either of a standard breakaway design or of the brick/masonry design. Specifications for each type are detailed below:

1. Standard Breakaway Mailbox: Support posts shall be either a four inch by four inch (4" x 4") wood post, or a two inch (2") diameter standard steel or aluminum pipe buried no more than twenty four inches (24") into the ground and shall safely break away if struck by a vehicle. The mailbox must be securely attached to the support post so it will not separate if

struck.

2. Brick/Masonry Mailboxes: Mailboxes constructed of brick or masonry materials shall not exceed 2.5 feet long by 2.5 feet wide, and cannot exceed sixty inches (60") above the edge of the pavement. No other improvements or additions shall be made to said mailboxes, including, but not limited to: wing walls, planters, light fixtures or signage other than addresses or nameplates as permitted under Title 11 and Title 13 of this Code. Said mailboxes shall have a foundation to support the structure to prevent frost heaving and instability. Foundations shall be at least twelve inches (12") deep, and not exceed twenty four inches (24") deep. Utility locates shall be completed prior to any construction of said mailbox. A building permit shall be issued by the village prior to construction of any brick / masonry mailbox. A hold harmless agreement and release shall be signed with the Village prior to construction of any mailbox. Any damage caused to brick or masonry mailboxes by the Village shall not entitle the owner to reimbursement in excess of the reimbursement amount for a standard breakaway mailbox as set by Village policy.

D. Building Numbers on Mailboxes: See Section 13-1-3

E. Nonconforming Mailbox/Support Installations: The use of existing mailbox/support installations which do not conform to the provisions of this section may be continued, although such use does not conform with the provisions hereof, and such use may be extended provided no structural alterations are made therein. Whenever a nonconforming use of a mailbox/support has been changed to a more restricted use or to a conforming use, such use shall not thereafter be changed to a less restricted use.

1. No mailbox/support installation which has been damaged by fire, explosion, act of God, the public enemy, intentional or unintentional causes, to an extent that the Community Development Director or his/her designee determines, in his/her sole discretion, is not acceptable, shall be restored except in conformance with the regulations of this section.

2. No existing mailbox/support installation devoted to a use not permitted by this section shall be enlarged, extended, reconstructed, or structurally altered, unless such use is changed in conformance with the regulations of this section.

3. Any brick / masonry mailboxes constructed prior to May 16, 2006, shall be permitted to remain, subject to submitting a hold harmless agreement and release to the Village. Any preexisting nonconforming masonry mailboxes that are damaged as per subsection E1 of this section, shall only be reconstructed in compliance with the standards in subsection C2 of this section.

SECTION TWO: GENERAL PROVISIONS

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

SEVERABILITY: Should any provision of this Ordinance be declared invalid by a court of

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

EFFECTIVE DATE: This Ordinance shall be in full force and effect on and after its approval, passage 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 21st day of August, 2012.

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

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

	Aye	Nay	Absent	Abstain
Trustee 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: RICHARD YOUNG, COMMUNITY DEVELOPMENT DIRECTOR
MIKE FERENCAK, VILLAGE PLANNER
SUBJECT: ORDINANCE: VILLAGE CODE TEXT AMENDMENT FOR
ADDRESS SYSTEM AND NUMBERING
AGENDA: AUGUST 21, 2012 REGULAR VILLAGE BOARD MEETING
DATE: AUGUST 17, 2012

ISSUE

Should the Village amend the Village Code to add Title 13 Address System and Numbering, including changes to Title 9 Building Regulations and Title 12 Subdivision Regulations.

DISCUSSION

The Committee discussed this at the meeting on August 7, 2012. The Committee was in favor of the text amendment as presented by staff.

This text amendment would create a new Title of the Village Code: Title 13 Address System and Numbering. This Title would consolidate address system requirements from various portions of the Village Code into one central Title. Assignment of addresses is an important Village function that is not necessarily tied to the Zoning, Subdivision, or Building of property. The Community Development Department does have primary responsibility for this function.

No significant changes are proposed to the requirements as this is generally just a reorganization and clarification of the requirements to make the Village Code more user-friendly.

The text amendment consists of a reference to the new Section 13-1-1 in the existing Section 12-5-4 with a relocation of most of the text of Section 12-5-4 to the new Section 13-1-1, a removal and relocation of Section 9-2-1 to the new Section 13-1-2, a removal and relocation of Section 9-2-2 to the new Section 13-1-3, and other edits to all of these sections, as well as edits to Section 12-6-14.

As this text amendment involved changes to the Subdivision Ordinance, the Plan Commission did review this portion of the amendment at the May 16, 2012 meeting. The Plan Commission recommended approval of the text amendment by a vote of 6-0. The Plan Commission asked that staff make some minor corrections to the wording in Section 13-1-2 and check on US Postal Service mailbox requirements to make sure the Village's requirements do not conflict with them. There was no public hearing required as this does not involve changes to the Zoning Ordinance.

The corrections to wording requested by the Plan Commission in Section 13-1-2 were made.

Staff confirmed the Village's requirements for mailboxes do not conflict with US Postal Service requirements for mailboxes.

Staff also made some minor corrections to the wording in Section 13-1-2 and Section 13-1-3 since the Plan Commission meeting.

The following items are attached for your information:

1. **Draft Text Amendment Ordinance**

The following items were previously provided:

2. Staff Report to the May 16, 2012 Plan Commission meeting
3. Draft Text Amendment
4. Minutes of the May 16, 2012 Plan Commission meeting

COST

There is no billable cost associated with this request.

RECOMMENDATION

That the Board adopts Ordinance 2012-0821_, An Ordinance Amending Titles 9, 12, and 13 of the Village Code Concerning the Address System

**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
 IL ROUTE 47 AND GALENA BOULEVARD BIKE PATH AND SIDEWALK IMPROVEMENTS
 VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS
 August 10, 2012**

PAY ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
20200100	EARTH EXCAVATION	CU. YD.	120	\$ 30.00	\$ 3,600.00
35101400	AGGREGATE BASE COURSE, TYPE B	TON	130	\$ 30.00	\$ 3,900.00
40603305	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N30, 2"	TON	18	\$ 130.00	\$ 2,340.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK, 5-INCH	SQ. FT.	2,082	\$ 6.00	\$ 12,492.00
42400800	DETECTABLE WARNINGS	SQ. FT.	165	\$ 35.00	\$ 5,775.00
44000500	COMBINATION CONCRETE CURB AND GUTTER REMOVAL	FOOT	120	\$ 6.00	\$ 720.00
44000600	SIDEWALK REMOVAL	SQ. FT.	100	\$ 5.00	\$ 500.00
44201690	CLASS D PATCH, TYPE 1, 4-INCH	SQ. YD.	30	\$ 75.00	\$ 2,250.00
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	120	\$ 35.00	\$ 4,200.00
XSG01207	RESTORATION	SQ. YD.	593	\$ 5.00	\$ 2,965.00
TOTAL ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST					\$ 38,742.00

TOTAL ESTIMATED CONSTRUCTION COSTS	\$ 38,742.00
CONTINGENCY (20%)	\$ 7,748.40
TOTAL ESTIMATED CONSTRUCTION COSTS W/CONTINGENCY	\$ 46,490.40

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
IL ROUTE 47 AND GALENA BOULEVARD BIKE PATH AND SIDEWALK IMPROVEMENTS
VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS
August 10, 2012

PAY ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
20200100	EARTH EXCAVATION	CU. YD.	38	\$ 30.00	\$ 1,140.00
35101400	AGGREGATE BASE COURSE, TYPE B	TON	32	\$ 30.00	\$ 960.00
40603305	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N30, 2"	TON	0	\$ 130.00	\$ -
42400200	PORTLAND CEMENT CONCRETE SIDEWALK, 5-INCH	SQ. FT.	1,200	\$ 6.00	\$ 7,200.00
42400800	DETECTABLE WARNINGS	SQ. FT.	40	\$ 35.00	\$ 1,400.00
44000500	COMBINATION CONCRETE CURB AND GUTTER REMOVAL	FOOT	40	\$ 6.00	\$ 240.00
44000600	SIDEWALK REMOVAL	SQ. FT.	100	\$ 5.00	\$ 500.00
44201690	CLASS D PATCH, TYPE 1, 4-INCH	SQ. YD.	9	\$ 75.00	\$ 675.00
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	40	\$ 35.00	\$ 1,400.00
XSG01207	RESTORATION	SQ. YD.	253	\$ 5.00	\$ 1,265.00
TOTAL ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST					\$ 14,780.00

TOTAL ESTIMATED CONSTRUCTION COSTS	\$ 14,780.00
CONTINGENCY (20%)	\$ 2,956.00
TOTAL ESTIMATED CONSTRUCTION COSTS W/CONTINGENCY	\$ 17,736.00

August 16, 2012

P. Sean Michels, Village President
Village of Sugar Grove
10 Municipal Drive
Sugar Grove, IL 60554

Re: Castle Bank
Sugar Grove, Illinois

Dear Mr. Michels:

This letter is in reference to the proposed sidewalk on Galena Boulevard in front of the Castle Bank facility in Sugar Grove, IL. Castle Bank hereby agrees to have the construction of the sidewalk in front of the bank included with the project that the Village is doing in front of the adjacent Phillips 66 gas station at the corner of Galena Boulevard and IL Route 47 as shown in the attached exhibit "A".

Castle Bank agrees to pay for the construction costs for the sidewalk in front of the bank property. The attached cost estimate labeled exhibit "B", indicates that the Engineer's Opinion of Probable Construction Cost is estimated at \$17,736 but we understand that our final costs will be based on the actual bid prices and work items completed. We would request that the Village provide the Bank with the bid tabulation once the bids have been received.

If you have any questions, please contact our office.

Very truly yours,

Phil Higgins
Facility Operations Manager
First National
1620 Dodge Street Stop 1150
Omaha, NE 68197

**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: RESOLUTION: AUTHORIZING AN ENGINEERING AGREEMENT FOR
SIDEWALK AND BIKE PATH IMPROVEMENTS WITH ENGINEERING
ENTERPRISES, INC.
AGENDA: AUGUST 21, 2012: REGULAR BOARD MEETING
DATE: AUGUST 16, 2012

ISSUE

Should the Village Board authorize an agreement for the ConocoPhillips and Castle Bank Bike Path and Sidewalk Improvements.

DISCUSSION

At the January 17, 2012 Regular Board Meeting, the Village Board authorized an agreement with ConocoPhillips for Water & Sewer Connections to the Village Water System. As part of the Agreement, ConocoPhillips has agreed to provide the Village with funds to facilitate the construction of a bike path and sidewalk on the property boundaries. In addition, Castle Bank has agreed to pay for the installation of sidewalk along their property to complete the pedestrian connection from the southeast corner of the Castle Bank site to the northwest corner of the Phillips 66 site. However, the Village is responsible for initiating, managing and completing the sidewalk and bike path extensions.

Engineering Enterprises, Inc. (EEI) has prepared the design and construction observation engineering agreement for the Village Board's approval along with cost estimates for the project. EEI will provide design, bidding and contracting services for the lump sum of \$8,000.00 and construction observation services will be provided on an hourly basis, estimated at a not to exceed fee of \$3,500.00. The total engineering cost of the ConocoPhillips / Castle Bank Bike Path and Sidewalk Improvements is estimated at \$11,500.00.

ConocoPhillips has paid the Village \$34,800.00. The funds are to be used strictly for the installation of the bike path and sidewalk extensions. Should there be remaining funds after the project is complete, the funds are at the disposal of the Village. Further, the Village agrees not to seek reimbursement for any costs in excess of the contribution. In addition, Castle Bank will reimburse the Village 100% of the costs for

installation of the sidewalk along their property. The engineer's estimated cost of construction is \$46,490.40 including a 20% contingency. The estimated cost of construction for the Castle Bank site is \$17,736.00. Based on the estimates, the total project could cost the Village up to \$5454.40.

COST

The total engineering cost of the ConocoPhillips / Castle Bank Bike Path and Sidewalk Improvements is estimated at \$11,500.00. This project is unbudgeted in the Fiscal Year 2012-2013 Budget. Staff recommends utilizing the Infrastructure Fund, account # 35-53-6303: Engineering Services and 35-53-7008: Streets/ROW Improvements for all expenses and 35-00-3830: Donations for the ConocoPhillips and Castle Bank's contributions.

RECOMMENDATION

The Village Board approves Resolution #**20120821PW2** authorizing an agreement for design and construction engineering services for the ConocoPhillips and Castle Bank Bike Path and Sidewalk Improvement with Engineering Enterprises, Inc.



RESOLUTION NO. 20120821PW2

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH
ENGINEERING ENTERPRISES, INC. FOR THE CONOCOPHILLIPS AND CASTLE
BANK BIKE PATH AND SIDEWALK IMPROVEMENTS**

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 Engineering Enterprises, Inc. to provide professional design and construction observation engineering services to the Village of Sugar Grove for the ConocoPhillips and Castle Bank Bike Path and Sidewalk Improvements, 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 Engineering Enterprises, Inc. and the Village of Sugar Grove for professional design and construction observation engineering services to the Village of Sugar Grove for the ConocoPhillips and Castle Bank Bike Path and Sidewalk Improvements. 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 ____ day of _____, 2012.

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

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

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

Printed: August 14, 2012 @ 11:34 PM By: 6012 Pmg - Tab: 04 Plan 2244

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EEI Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.486.6700 / www.eeiweb.com

VILLAGE OF SUGAR GROVE
KANE COUNTY, ILLINOIS

NO.	DATE	REVISIONS

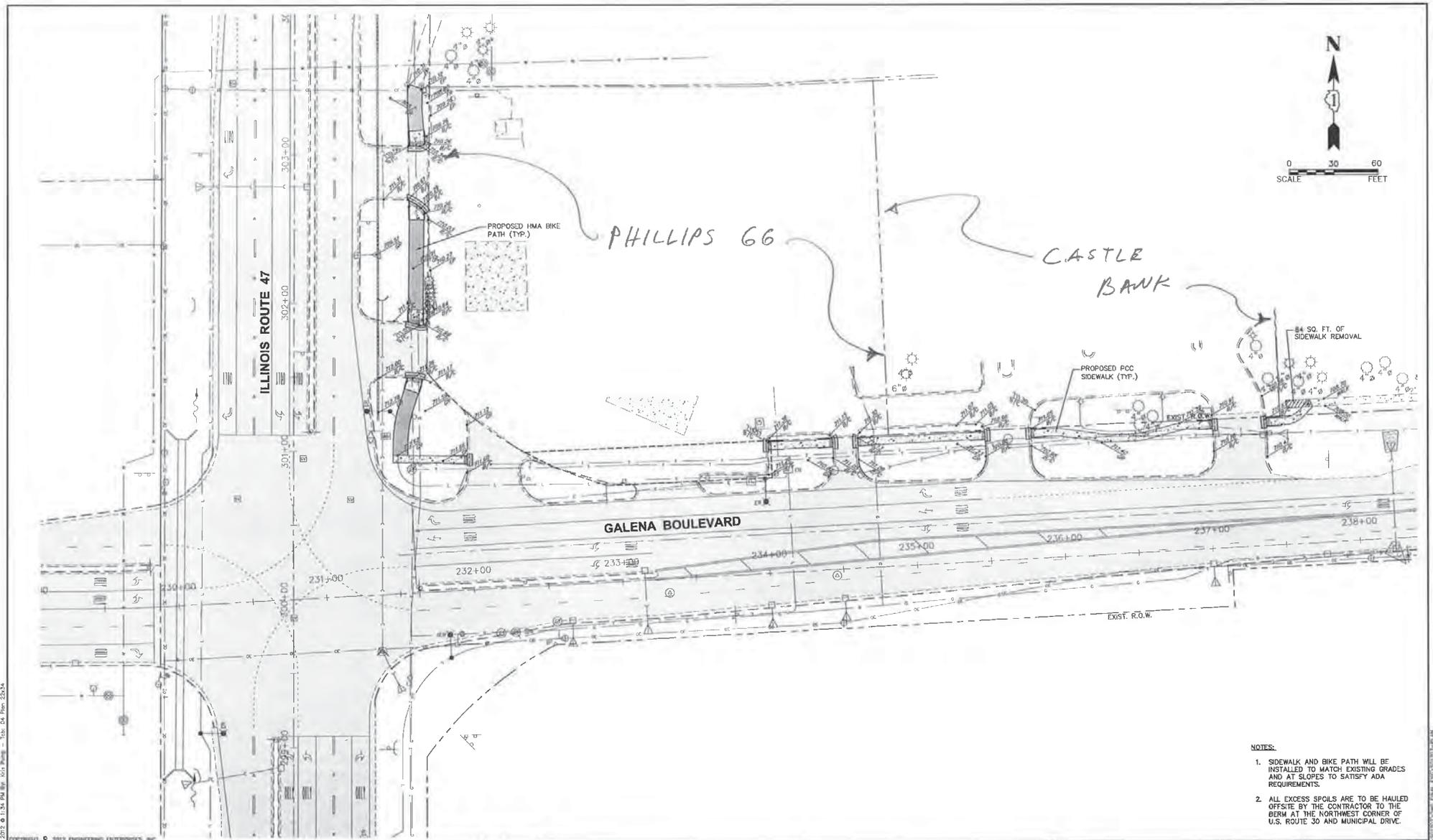
PHILLIPS 66 AND CASTLE BANK
BIKE PATH AND SIDEWALK
IMPROVEMENTS

PLAN VIEW
EXHIBIT "A"

DATE:	AUGUST	2012
PROJECT NO.:	SG1207	
FILE:	SG1207-PLAN	
SHEET	4	OF 9

NOTES:

1. SIDEWALK AND BIKE PATH WILL BE INSTALLED TO MATCH EXISTING GRADES AND AT SLOPES TO SATISFY ADA REQUIREMENTS.
2. ALL EXCESS SPOILS ARE TO BE HAULED OFFSITE BY THE CONTRACTOR TO THE BERM AT THE NORTHWEST CORNER OF U.S. ROUTE 30 AND MUNICIPAL DRIVE.





Engineering Enterprises, Inc.

August 9, 2012

Mr. Tony Speciale
Village of Sugar Grove
10 Municipal Drive
Sugar Grove, IL 60554

**Re: 2012 Dugan Road Resurfacing (Section 12-00025-00-RS)
Village of Sugar Grove
Kane County, Illinois**

Dear Mr. Speciale:

Bids were received, opened and tabulated for work to be done on the above referenced project at 10:00 a.m., August 3, 2012. Representatives of the Village of Sugar Grove, contractors bidding the work, and our firm were in attendance.

We recommend the acceptance of the bid and approval of award to be made to the low bidder, Geneva Construction Company, P.O. Box 998 Aurora, Illinois 60507 in the amount of \$136,056.31. Attached please find a tabulation of the bids for your reference. If you have any questions or require any additional information, please call our office.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in black ink, appearing to read 'Jason M. Bauer', is written over the company name.

Jason M. Bauer, P.E.
Project Manager

Enclosure

pc: President and Board of Trustees
Mr. Brent Eichelberger, Village Administrator
Ms. Cynthia Galbreath, Village Clerk
Mr. Brad Merkel, Utilities Supervisor
Mr. Geoff Payton, Streets and Properties Supervisor
Mr. Justin VanVooren, Finance Director
Mr. Cass Price, Geneva Construction
Ms. Marilyn Solomon, IDOT District 1

**BID SUMMARY
DUGAN ROAD
SECTION 12-00025-00-RS
VILLAGE OF SUGAR GROVE**

BID TABULATION BIDS RECEIVED 8/3/2012	BUILDERS PAVING, LLC D/B/A HARDIN PAVING SERVICES 4413 W. ROOSEVELT ROAD, SUITE 108 HILLSIDE, IL 60162	CURRAN CONTRACTING CO. 286 MEMORIAL COURT CRYSTAL LAKE, IL 60014	GENEVA CONSTRUCTION CO. 1350 AURORA AVE. P.O. BOX 998	SCHROEDER ASPHALT SERVICES, INC. 11022 GRANT HWY P.O. BOX 631 MARENGO, IL 60152	ENGINEER'S ESTIMATE ENGINEERING ENTERPRISES, INC. 52 Wheeler Road Sugar Grove, IL 60554
TOTAL BID	\$ 141,141.00	\$ 136,940.80	\$ 136,056.31	\$ 164,968.66	\$155,931.00
TRAINEES	x	x	x	x	
BID BOND	x	x	x	x	
SIGNED BID	x	x	x	x	
<hr/>					
BID TABULATION BIDS RECEIVED 10:00 A.M. 8/3/2012					
TOTAL BID					
TRAINEES					
BID BOND					
SIGNED BID					

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS
GEOFF PAYTON, STREETS & PROPERTIES SUPERVISOR
SUBJECT: RESOLUTION: 2012 DUGAN ROAD RESURFACING BID AWARD
AGENDA: AUGUST 21, 2012 REGULAR BOARD MEETING
DATE: AUGUST 13, 2012

ISSUE

Should the Village Board award the contract for the 2012 Dugan Road Resurfacing.

DISCUSSION

In March 2012, the Village of Sugar Grove was awarded a \$200,000 Grant from the State of Illinois, Department of Transportation to assist with the pavement rehabilitation of Dugan Road. The project includes patching and resurfacing from US Route 30 to the south Village limits and patching from US Route 30 to the north Village limits.

Sealed bids were received, opened and tabulated on Friday, August 3, 2012 at 10:00 AM. Attached is a summary of the bids for your reference. Staff recommends the acceptance of the bid and approval of award be made to the lowest responsive and responsible bidder, Geneva Construction Company, P.O. Box 998 Aurora, Illinois 60507, in the amount of \$136,056.31. The engineers estimated cost of construction was \$155,931.00. This is \$19,874.69 under the engineer's estimate. Staff and EEI are investigating applying the remaining funds to the patching component on Dugan Road North of Route 30. A maximum increase of 15% over the awarded contract value is allowed, which would bring the total contract to \$156,465.00. Attached for your review are the bid tabulation and the Letter of Award from EEI.

COST

The total estimated cost of construction for the Dugan Road Resurfacing Project is \$156,465.00 including the 15% increased value. There is no cost to the Village for this project, as the IDOT Grant will reimburse 100% of the cost.

RECOMMENDATION

The Village Board approves Resolution **#20120821PW1** authorizing an agreement for the 2012 Dugan Road Resurfacing contract in the not to exceed amount of \$156,465.00 to Geneva Construction Company, P.O. Box 998 Aurora, Illinois 60507.



RESOLUTION NO. 20120821PW1

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT
WITH GENEVA CONSTRUCTION COMPANY FOR THE
DUGAN ROAD RESURFACING PROJECT**

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 the Geneva Construction Company to provide construction services for the 2012 Dugan Road Resurfacing Project, 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:

The agreement between Geneva Construction Company and the Village of Sugar Grove for the professional construction services for the 2012 Dugan Road Resurfacing Project. 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 21st day of August, 2012.

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

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

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated August 1, 2012 and made by and between

VILLAGE OF SUGAR GROVE, IL
10 Municipal Drive
Sugar Grove, IL 60554
(Hereinafter "the Village"),

AND

LAYNE CHRISTENSEN COMPANY INC.
(Hereinafter "Contractor"),
a Corporation
with a principal business address at
721 West Illinois Ave.
Aurora, IL 60506

IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE VILLAGE AND THE CONTRACTOR AGREES AS FOLLOWS:

1. DEFINITIONS: When capitalized in the Agreement, the following words or phrases shall have the following meanings:

- a) "Agreement" shall mean this Agreement, the conditions of the Agreement, all Schedules of the Agreement, and all Change Orders issued and Task Orders executed after execution of this Agreement.
- b) "Village's Site" shall mean the location where the Work shall be performed,
- c) "Change Order" shall mean a document signed by the Village and the Contractor and authorizes an addition, deletion, or revision in the work or an adjustment in the Price or the Contract Term, issued on or after the execution of the Agreement.
- d) NOT USED.
- e) "Or Equal" shall be understood to indicate that the "equal" product is the same or better than the product named in the Specifications in function, performance, reliability, quality and general configuration.
- f) "Price" shall mean the price or prices stated in this Agreement and/or the applicable Task Order.
- g) "Specifications" shall mean the specifications, qualities, nature, type, properties, amounts, assortments and other descriptions of and requirements for the Work as stated in the respective Task Order.

h) "Subcontractor" shall mean contractors, suppliers, vendors, and subcontractors of any tier and any other persons or entities contracting directly or indirectly with Contractor for the performance of the Work under this Agreement.

i) "Work" shall mean Services identified in the Specifications.

j) "Work Product" shall mean studies, reports, evaluations, designs, drawings, procedures, specifications, plans and all other documentation and deliverables which are produced or acquired by Contractor for or at the direction of Village pursuant to the applicable Task Order.

2. SCOPE OF WORK AND PROCESS: The Work to be performed by Contractor under this Agreement shall be set forth in individual task orders ("Task Orders"). Upon the request of Village, Contractor shall prepare a Task Order containing an identification of the project ("Project"), description of the Work, compensation to be paid to Contractor for the performance of the Work, any Bonds required for the Work and a proposed schedule for the performance ("Project Schedule") for the Work. This Agreement does not obligate Village to request Work from Contractor, nor does it obligate Contractor to accept orders for Work from Village. Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date will be as set forth in the individual Task Order. Changes to the Task Order shall be made in writing and signed by both parties. This agreement applies to, but is not limited to, the projects described in Schedule A.

3. TERM: This Agreement shall commence on **1 August 2012** and shall expire on **1 August 2017** unless terminated earlier pursuant to provisions contained herein ("Contract Term"). Village and Contractor may mutually agree to extend the term of this Agreement if the parties agree, in writing, on the terms of such extension.

4. REPRESENTATIVES: The Village Representative ("Village Representative") shall be ***Anthony Speciale***. Contractor's designated representatives shall be ***William Balluff, P.E.*** ("Contractor Representative"). Either party may change the name of its designated representative by giving written notice of same. The designated representatives shall be the primary points of contact for the Work but shall not have authority to change the terms of this Agreement.

5. NOT USED.

6. PAYMENT: The Village shall pay Contractor for the Work as outlined in the applicable Task Order, inclusive of all sales and use taxes. Work shall be conducted at the rates established in schedule B with a 5% reduction. A 10% reduction shall be applied to specialized service fees i.e. downhole video survey, Sonar Jet®, Boreblast™, Chemical Treatment Unit, High Pressure Packer, Equipment Rental etc. Schedule b shall be updated yearly to account for the Contractor's agreement with Union Local 150 Operating Engineers. Contractor shall perform Annual Preventative Maintenance testing on Village's nine wells per scope and rates of Schedule E.

7. PAYMENT TERMS: Village shall pay Contractor invoices within thirty (30) days of receipt of invoice. If any portion of the Work does not conform to the requirements of this Agreement, a corresponding portion of the price may be withheld by Village until the nonconformity is corrected. The Village shall pay the Contractor for the Work as outlined above, inclusive of all sales and use taxes, as the same may be adjusted by Change Order.

8. NOT USED

9. WARRANTIES: Contractor represents, warrants and guarantees that any Work provided under this Agreement shall be: (1) provided in accordance with the Specifications and the requirements of this Agreement; (2) provided in a skillful, workmanlike and professional manner and consistent with generally accepted industry practices and procedures in Contractor's particular area of expertise; (3) constructed from new materials, free from defects in material, workmanship and design, and of proper size and quality; and (4) not manufactured and not priced or sold in violation of any federal, state or local law, including without limitation those relating to health and safety. These warranties shall survive acceptance of the Work. Contractor warrants that the Work performed under this Agreement conforms to the requirements of this Agreement and is free of any defect of equipment, material or design furnished, or workmanship performed by the Contractor or any of his subcontractors or suppliers. In the case of the purchase of new Flowserve/Byron Jackson equipment and materials all labor, workmanship, and new Flowserve/Byron Jackson materials will be provided with a two (2) year warranty. Should a problem develop with any of these items within the warranty period, the Village would not be charged for any work to remedy the situation. The warranties on all non-Flowserve/Byron Jackson materials shall continue for a period of one (1) year from the date of final completion of the Work to be performed under the respective Task Order. Under this warranty, the Contractor shall remedy at his own expense any such failure to conform to any such defect. The above warranties would apply for any material or new pump components furnished, with the exception of non-Flowserve/Byron Jackson submersible motors. Non- Flowserve/Byron Jackson *equipment* will maintain the industry standard one (1) year warranty. Other submersible motor manufacturers will not warranty our labor, thus, we would need to bill the Village for the labor associated with any motor warranty projects with any other submersible motors. If in any case overtime is required to expedite a warranty repair, the difference between the overtime and standard hourly rates would be chargeable to the Village.

10. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold Village, its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorney's fees and other costs of defense) for damages to property or injuries or death of any person arising out of any negligent act or omission of Contractor, its employees, agents or subcontractors in the performance of this Contract. Contractor, however, will not be obligated to indemnify Village against liability arising as a result of Village's, or its directors', officers', employees', agents' or other contractors', negligence or intentional misconduct or other liability for which Village has agreed

herein to indemnify Contractor.

Village agrees to indemnify, defend and hold Contractor, its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorney's fees and other costs of defense) for damages to property or injuries or death of any person arising out of any negligent act or omission of Village, its employees, agents or subcontractors in the performance of this Contract. Village, however, will not be obligated to indemnify Contractor against liability arising as a result of Contractor's, or its directors', officers', employees', agents' or subcontractors', negligence or intentional misconduct or other liability for which Contractor has agreed herein to indemnify Village.

Village agrees to indemnify, defend and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) which arise out of or result from (i) any release or threatened release of any substance (whether or not hazardous), including, without limitation, any hazardous waste, hazardous substance, pollutant, contaminant, toxic material, irritant, waste gas, liquid or solid material (as defined under state, provincial, or federal laws), or failure to properly detect or evaluate the presence or release or threatened release of any such substances on or from the job site, all except and to the extent that such claims, demands, causes of action, liabilities or costs are caused by the negligence or intentional misconduct of Contractor, its employees, agents, or subcontractors; or (ii) any holding or claim that Contractor or any of its subcontractors was a "generator" or "transporter" of hazardous waste or an "operator" of the job site (as such terms are used or defined under local, state, provincial, or federal laws).

11. LIENS: To the fullest extent permitted by law, Contractor shall take all actions necessary to prevent any Subcontractors from filing, any liens against Village or its property, including Village's Site, except when related to Village's failure to make timely payments hereunder. In addition, Contractor shall defend, indemnify and hold harmless Village and any of its property, including Village's Site, from all such liens that are filed.

12. CLAIM FOR DAMAGES: Regardless of anything to the contrary in any other part of this Agreement, neither party shall be liable to the other party for any special, indirect, incidental or consequential damages, whether based on contract, tort (including negligence), strict liability or otherwise, except in the event that the misconduct which give rise to such a damage claim are fraudulent or willful.

13. NOT USED.

14. NOT USED.

15. CHANGES: Village may at any time by a written Change Order notice make changes within the general scope of this Agreement and/or the respective Task Order. If any change results in a material increase or decrease in the cost of the Work or otherwise materially affects this Agreement, the Change Order notice shall include an equitable adjustment in the Price, the schedule and/or any other affected provision. Any objection by Contractor to the proposed equitable adjustment must be asserted within seven (7) business days after receipt of the Change Order Notice. Notwithstanding such objection, if directed by Village, Contractor shall proceed with the change. Contractor shall not proceed with additional work without written authorization from Village.

16. SUSPENSION OR INTERRUPTION OF WORK: Village may direct Contractor, in writing, to suspend or interrupt all or any part of the Work for such period of time as Village may determine to be appropriate. Contractor shall mitigate the costs of such suspension or interruption. Village agrees to reimburse Contractor for those expenses necessarily incurred directly as a result of such suspension or interruption, subject to Village's right to audit Contractor's books and records, except where such suspension or interruption results from Contractor's material noncompliance with the Purchase Agreement.

17. TERMINATION:

- a.) For Contractor's Default: In the event of a material default by Contractor in the performance of the Work, Village may, with ten (10) days written notice of termination to Contractor, terminate this Agreement unless Contractor within such ten (10) day period cures such default or, if the default cannot be cured in ten (10) days, takes and continues to take substantial steps to cure such default.
- b.) For Village's Convenience: The Village may, with ten (10) days written notice of termination to Contractor, terminate this Agreement at any time.
- c.) For Village's Default: Contractor may, with ten (10) days written notice of termination to Village, terminate this Agreement for nonpayment of amounts owed under this Agreement for 15 days or longer after such amounts become due, unless Village within such ten (10) day period cures such default or, if the default cannot be cured in ten (10) days, takes and continues to take substantial steps to cure such default. In the event of such termination by Contractor for any reason which is not the fault of Contractor, its subcontractors or their agents or employees or other persons performing portions of the Work under contract with Contractor, Contractor shall be entitled to recover from Village payment for all Work executed and for all loss with respect to materials, equipment, tools, and construction equipment and machinery.

18. CONFLICT ERRORS; OMISSIONS: In the event Contractor or Village becomes aware of any conflict, error or omission in the documents comprising this Agreement, such party shall bring the discrepancy to the attention of the other party. Such discrepancy shall be resolved by Village, subject to Contractor's right to seek to an equitable increase in compensation or time of performance.

19. INSPECTIONS AND TESTS: Village may inspect the progress of the Work provided under this Agreement including Services and Work Product performed at Contractor's facilities. If this Agreement, laws, ordinances, rules, regulations or orders of any public authority require any portion of the Services and Work Product to be inspected, tested or approved, Contractor shall give Village reasonable advance notice of completion of such portion of the Services and Work Product and need for inspection, testing and/or approval, and shall not continue with such portion of the Services or modify the such portion of the Work Product until such inspection, test or approval is completed. Contractor shall notify Village when, in its opinion, the Services and Work Product is completed. For a reasonable time after delivery and before acceptance, Village shall have the right to inspect and test the Work. Village shall notify Contractor if the Work or parts thereof do not conform to this Agreement. Contractor shall promptly correct, repair or replace all nonconforming Work at its sole expense and shall be responsible for the costs of returning any nonconforming Work. Acceptance and payment by Village shall not relieve Contractor of any of Contractor's duties and obligations.

20. NOT USED

21. VILLAGE'S PROPERTY: All tools, dies, jigs, patterns, equipment or material and other items furnished by or paid for by the Village, and any replacement thereof, shall remain the property of Village. Such property shall be plainly marked to show it is the property of Village and shall be safely stored apart from other property. Contractor shall not substitute other property for Village's property and shall not use such property except in filling Village's orders. Contractor shall hold such property at its own risk and upon Village's written request shall redeliver the property to Village in the same condition as originally received by Contractor, reasonable wear and tear excepted.

22. INSURANCE: Contractor shall purchase and maintain such insurance as will protect Contractor and Village from claims which may arise out of or result from Contractor's operations under this Agreement. Such insurance shall be written for not less than the coverage and any limits of liability specified below, whichever is greater. By requiring insurance specified herein, Village does not represent that such coverage and limits will necessarily be adequate to protect Contractor and the Village, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities or warranties of Contractor in this Agreement. Certificates of Insurance provided by Contractor shall state that they are Primary Insurance and shall be filed with Village Representative prior to the commencement of the Work. These Certificates shall contain a provision that the coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to Village, except ten (10) day's notice for non-payment of premium. The Village shall be named as an additional insured on all policies except workers' compensation and errors and omissions (if applicable).

23. BONDS: To the extent specified in an executed Task Order issued hereunder, the Contractor shall obtain from a surety authorized to do business in the State or Commonwealth of a surety bond and/or a material and labor bond in the form as set forth in Appendix 1. Unless otherwise provided in the Task Order, Village shall pay Contractor for the cost of the bond(s). In such

event, said bond(s) shall be delivered to the Village prior to the effective date of a Task Order issued hereunder. Said bond(s) shall be renewed annually in each contract year until such time as the Work as specified in a Task Order issued hereunder is Substantially Complete (sufficiently complete in accordance with the Task Order such that the Work can be occupied and/or utilized for its intended use without undue interference). Neither non-renewal by the surety, nor failure or inability of the Contractor to file a performance bond for subsequent terms under this Agreement shall constitute a loss to the surety recoverable under the bond(s).

24. TAXES: The Village of Sugar Grove is Tax Exempt and will furnish a Tax Exempt Certificate to the Contractor as a condition of this contract.

25. CONFIDENTIAL PROPERTY INFORMATION: Contractor shall be bound by the following confidentiality provisions:

a) In connection with the performance of the Services under this Agreement, Village may disclose to Contractor certain information which may include, but is not limited to, trade secrets, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, flow charts, data, computer programs, marketing plans, customer names and other technical, financial or business information, such as negotiations between the parties and discussions relating to the structuring of agreements, pricing, values, plans, prospects and assets of Village.

b) Such information whether in written, encoded, graphic or other tangible form, or provided orally, shall be deemed to be confidential and proprietary (hereinafter "Confidential Information") unless it is clearly identified by Village prior to such disclosures as not being confidential or proprietary and Contractor shall use reasonable efforts to keep all such information and data strictly confidential and Contractor shall not purposefully divulge or permit its employees to purposefully divulge any information or data so acquired to any third party. Should Village desire transmission of such information or data to any third party, Village shall specify in advance writing the authorized recipient and any pertinent transmission details. Provided, however, Confidential Information shall not include information:

- (i) previously known to Contractor free of any obligations to keep it confidential;
- (ii) which becomes publicly known through no act of Contractor;
- (iii) which is rightfully received from a third party who is under no obligation of confidence to either Village or Contractor;
- (iv) which is independently developed by an employee, agent or contractor of Contractor who did not have any direct or indirect access to the information furnished thereunder; or
- (v) where disclosure is required by law.

c) Contractor agrees that it shall use same solely for the purpose set forth in this Agreement, and further agrees that it shall not make disclosure of any such Confidential Information to anyone except those of its employees to whom such disclosure is necessary for the purposes authorized by this Agreement. In addition, and not by way of limitation of such obligations:

d) NOT USED.

e) Upon termination of this Agreement, Village, upon request to Contractor, shall be entitled within 30 days of such request to delivery of all tangible Confidential Information furnished by it, whether contained or stored on tapes, discs, files or otherwise, without cost. Provided, however, Contractor shall be entitled to retain one copy of its files.

f) The confidentiality provisions contained herein shall remain in effect for a period of three (3) years after expiration or termination of the Agreement.

26. OWNERSHIP OF WORK PRODUCT; INTELLECTUAL PROPERTY: Village shall own the Work Product resulting from or arising out of this Agreement upon Contractor's receipt of full payment hereunder, including work in progress. The Work Product prepared by Contractor is not intended or represented to be suitable for reuse by Village or others on extensions of the project or any other project. Any reuse without prior written verification or adaptation by Contractor for the specific purpose intended will be at Village's sole risk and without liability or legal exposure to Contractor. Contractor warrants that it will not infringe on the copyright, trademark, patent or trade secrets of any other person or entity in providing the Work under this Agreement.

27. PUBLICITY: Contractor shall not use Village's name nor issue any publicity releases, including but not limited to, news releases and advertising, relating to the Purchase Agreement without the prior written consent of Village.

28. FORCE MAJEURE: Neither party shall be liable *for* any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to causes beyond its reasonable control, including but not limited to, acts of God, public enemy or government, riots, fires, natural catastrophe or epidemics. In the event of such failure or delay, the date of delivery or performance shall be extended for a period not to exceed the time lost by reason of the failure or delay; provided that Village may terminate this Agreement in accordance with Section 17b) hereof if the period of failure or delay exceeds ten (10) days. Each party shall notify the other promptly of any failure or delay in, and the effect on, its performance.

29. ASSIGNMENT: Contractor shall not assign this Agreement, in whole or in part, nor contract with any Subcontractor for the performance of the same or any of its parts, without first obtaining Village's written consent, which consent shall not be unreasonably withheld. In the event Village consents to such assignment to a Subcontractor, nothing contained in this Agreement or such consent shall be construed as creating any contractual relationship between any Subcontractor and Village. Contractor shall be as fully responsible to Village for the acts and omissions of Subcontractors, and of persons employed by it as it is for the acts and omissions of persons directly employed by it. Village's consent shall not be construed as discharging or releasing Contractor in any way from the performance of the work or the fulfillment of any obligation under this Agreement.

30. WORK BY VILLAGE: Village may be performing work related to the Work with its own forces through separate purchase agreements with other contractors. In such instances, Village reserves the right to coordinate the Work with the work of its forces and the other contractors.

31. CONDITION AT VILLAGE'S SITE: When the proper performance of any part of the Work depends upon other work, whether performed by Contractor or others, Contractor shall verify all necessary dimensions, measurements and equipment that may affect the Work. No adjustment to the Price shall be made for Contractor's failure to comply with this Section.

32. PROTECTION OF PROPERTY AND PERSONS: equipment or material (including without limitation informational material) furnished by Village and all jigs, fixtures, dies, tools or patterns that Village has paid Contractor for shall, unless otherwise agreed in writing, be the property of Village and shall be returned to Village. Contractor will not use such equipment, material, jigs, fixtures, dies, tools and patterns in any of its business except its business with Village under this or other purchase orders. Contractor shall take all necessary precautions during the progress of the Work to protect all persons and the property of Village and others from injury, loss or damage including, without limiting Contractor's duties, any precautions directed by Village. Contractor shall assume full responsibility for all tools, equipment and materials to be used in connection with the Work.

33. SAFE WORK SITE: SECURITY: Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall conduct all Work in compliance with OSHA regulations, the regulations of any other agency having jurisdiction over safety and health. Contractor shall maintain all reasonable safeguards at Village's Site to protect both employees and the public from injury or damage. The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Contractor shall comply with any safety, security and site access requirements of Village of which it has been made aware and shall sign a safety declaration if requested by Village. Without limiting Contractor's responsibilities under this Agreement, Village may require Contractor to remove from Village's Site any individual Village deems incompetent or otherwise objectionable, which determination shall be within the reasonable discretion of Village.

34. PREMISES: Contractor shall confine its facilities, materials, tools and equipment on Village's Site in areas specified by Village for that purpose. Contractor shall during the progress of work and on a daily basis upon completion of the Work, clean up and remove from Village's Site and from the adjoining premises, driveways and streets all waste materials, rubbish, tools and machinery, and leave Village's Site and adjoining premises, driveways and streets free and clear from all obstructions. Furthermore, at the completion of Work, Contractor shall return Village's Site to its original condition or as otherwise required in the scope of work.

35. VILLAGE'S APPROVAL OF PLANS, SPECIFICATIONS AND SCHEDULES:

Contractor shall develop and submit for review and approval by Village any procedures, checklists, drawings, specifications and other documentation requested by Village to verify that the Work conforms to this Agreement. Contractor shall not proceed with any part of the Work which requires prior approval by Village until such approval has been obtained.

36. DISPUTE RESOLUTION: The parties shall use good faith efforts to resolve any disputes hereunder. In the event of a dispute hereunder that cannot be resolved by mutual discussions between the Village and the Contractor, the disputing party shall provide written notice to the other party outlining in detail the basis for the dispute. The other party shall respond in writing within thirty (30) days, or such longer period as may be mutually agreed. Disputes not resolved within sixty (60) days following the issuance of written notice shall be referred to non-binding mediation. If within sixty (60) days after such disputes are referred to mediation, no resolution has been reached; either party may pursue its remedies in the courts.

37. NOT USED

38. NOTICES: Any notice required under the Agreement shall be in writing and shall be delivered, in person or transmitted by certified mail, return receipt requested, or national courier service providing proof of receipt, to the parties listed below. Either party may update such addresses on written notice to the other party. Notices shall be effective upon receipt.

To the Village:
Village of Sugar Grove, IL
10 Municipal Drive
Sugar Grove, IL 60554

To the Contractor:
Layne Christensen Company
721 W. Illinois Ave.
Aurora, IL 60506

39. INDEPENDENT CONTRACTOR: Contractor shall operate as an independent contractor in the performance of this Agreement and not as an agent or employee of Village.

40. NOT USED.

41. SEVERABILITY: If any provision(s) of this Agreement is found by a court of competent jurisdiction to be illegal or otherwise unenforceable, such provision(s) shall be deemed not to be a part of this Agreement and the remaining provisions shall remain in full force and effect.

42. SURVIVAL: The obligations and rights of the parties pursuant to the Assignment, Liens, Warranties, Confidential/Proprietary Information, Indemnification, Dispute Resolution, Publicity and Payment shall survive the expiration or early termination of this Agreement.

43. LAWS; CODES; RULES; REGULATIONS: Contractor and its Subcontractors at their own expense shall obtain all necessary licenses and permits to conduct their businesses and those that are specific to the Work and shall otherwise comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations relating to performance of the Work, including but not limited to safety, environment, labor standards and workers' compensation.

44. NON-DISCRIMINATION IN EMPLOYMENT: Village, Contractor and Contractor's Subcontractors (if any) agree to comply fully with the terms, provisions and obligations of the following clauses, as amended and supplemented from time to time, which are incorporated by reference into the Purchase Agreement: The Equal Opportunity Clause required by Executive Order 11246, as amended; Affirmative Action for Disabled Veterans of Vietnam Era Clause as required by the Vietnam Era Veterans Readjustment Assistance Act, and Affirmative Action for Handicapped Workers Clause or regulations issued pursuant to the foregoing, unless exempted by the Secretary of Labor.

45. NO CONTINGENT FEE WARRANTY: Contractor hereby warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. In the event of a breach of this warranty, Village shall have the right to annul this contract without liability or in its discretion to deduct from the moneys due Contractor under this Agreement the full amount of such commission, percentage, brokerage or contingent fee.

46. GOVERNING LAW; JURISDICTION: This Agreement shall be governed by, construed in accordance with and enforced under the internal laws of the State or Commonwealth where the job site is located at which the Work is to be performed, without reference to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the federal or state courts of such State or Commonwealth.

47. NON WAIVER: The failure of either party in anyone or more instances to insist upon the performance of any of the terms or conditions of the Agreement or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future performance of any such terms or conditions or the future exercise any such right.

48. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties with respect to this subject matter and supersedes any and all prior oral or written agreements. This Agreement governs repair and maintenance Work performed by Contractor for Village; any and all construction work performed by Contractor for Village shall be governed by Village's separate and distinct Construction Agreement with Contractor.

49. EXHIBITS, SCHEDULES AND APPENDICES: The following are attached to and expressly made a part of this Agreement:

**Village of Sugar Grove, IL
Layne Christensen Company Professional Services Agreement
August 1, 2012**

- Schedule A – Partial description of services
- Schedule B – Price/Compensation/Rates
- Schedule C – Insurance requirements and example
- Schedule D – Special Conditions
- Schedule E – Annual Preventative Maintenance Testing Task Order
- Exhibit 1 – Task Order
- Exhibit 2 – Layne Qualifications and Services
- Appendix 1 – Sample Surety Certificate

50. CHANGED CONDITIONS: The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions, conditions or utilities on or in the job site which were not brought to the attention of Contractor prior to the date of this Contract and which materially and adversely impair Contractor's ability to meet its obligations hereunder will constitute a materially different site condition entitling Contractor, at its option, to terminate this Contract (and to receive payment for all work performed up to and including the date of such termination) or to receive an equitable adjustment in the Contract price and time for performance. Contractor, however, shall only have the right to terminate if such different site condition(s) creates additional health and safety risks or requires Contractor to perform work outside the original scope or beyond its capabilities.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Village of Sugar Grove, IL	Layne Christensen Company
Print Name:	Print Name:
Title:	Title:
Signature:	Signature:
Attest:	Attest:
Date:	Date:

SCHEDULE A

DESCRIPTION OF WORK/SPECIFICATIONS

Projects to Include but not limited to:

- Preventative Maintenance Testing on Well and Booster Pumping Equipment
- Single-Source Contracting
- Operation and Maintenance Services
- Well and booster pump removal, inspection, repair, and reinstallation
- Downhole Video Services
- Well Rehabilitation (Chemical and Mechanical)
- Well Construction
- Pumping Equipment
- Pump Repair and Maintenance Service
- Environmental Drilling
- Hydrogeological Investigations
- Test Hole Drilling Management
- Well Siting Services
- Well Logging Services
- Aquifer Performance Studies
- Hydrogeological Modeling
- Surface Geophysics
- Borehole Geophysics
- Water treatment equipment maintenance and rehabilitation services

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	\$ 136.00 per hour
2. Serviceman with service truck and tools or welding truck	166.00 per hour
3. Machinist with machine shop equipment.....	153.00 per hour
4. Machinist with 12" pipe threading machine	179.00 per hour
5. Serviceman with small hoist or winch truck or sandblast equipment.....	202.00 per hour
6. Operator and backhoe.....	203.00 per hour
7. Serviceman with small service rig or large hoist or flatbed crane	214.00 per hour
8. Serviceman with large service rig or large cable tool rig or 15 ton truck crane.....	252.00 per hour
9. Helpers (per helper)	120.00 per hour
10. Time and one half rate for serviceman	add 68.00 per hour
11. Double time rate for serviceman	add 136.00 per hour
12. Time and one half rate for helpers (per helper)	add 60.00 per hour
13. Double time rate for helpers (per helper).....	add 120.00 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
August 1, 2012**

SCHEDULE C

INSURANCE REQUIREMENTS
Example certificates furnished below

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 5/1/2013 7/31/2012																																								
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																																										
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																																										
PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, Ho, Ext): FAX (A/C, No): E-MAIL ADDRESS:																																									
INSURED 14753 LAYNE CHRISTENSEN COMPANY 721 W. ILLINOIS AVENUE AURORA IL 60506	<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td>INSURER B : American Guarantee and Liab. Ins. Co.</td> <td>26247</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Old Republic Insurance Company	24147	INSURER B : American Guarantee and Liab. Ins. Co.	26247	INSURER C :		INSURER D :		INSURER E :		INSURER F :																											
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ACORD 25 (2010/05)

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SCHEDULE D

SPECIAL CONDITIONS

Village and Contractor may mutually agree to extend the term of this Agreement if the parties agree, in writing, on the terms of such extension. The billing rates in Scheduled B will increase annually as agreed by the parties.

TASK ORDER Services shall be provided only as specifically set forth in written Task Orders that shall be issued by the Village. The Contractor is responsible for ensuring that they receive an executed copy of each Task Order. A Task Order form is attached hereto as Exhibit 1. Unless indicated otherwise on a Task Order, for purposes of this Agreement, Contractor shall report to and be responsible to the Village's Representative, who shall be designated by the Village. The Contractor shall not commence work until it receives an executed Task Order for such work, or alternatively a Village executed Purchase Order.

SCHEDULE E

Date	April 3, 2012
Project Name	ANNUAL PREVENTATIVE MAINTENANCE TESTING
Project Scope (provide attachment as required)	<p>The preventative maintenance testing will consist of obtaining current static water level., gpm, pumping water level, drawdown, amperage, discharge pressure, etc. The data will be recorded on a well test data sheet and plotted on the original pump curve. A short analysis of current and previous data along with the data sheet and curve will be provided. The data will provide information on how the pumping assembly and well are currently operating.</p> <p>The pumps' capacities (gpm) will be recorded utilizing a calibrated orifice at Wells 5, 6, and 7. Temporary piping, fittings, and hose would be installed to pump the well to waste. A serviceman with service truck and helper will be utilized to perform these tasks.</p> <p>The pumps' capacities (gpm) will be recorded utilizing facility meters at Wells 2, 4, 8, 9, 10, and 11. A serviceman with service truck will be utilized to perform these tasks.</p>
Schedule / timeline	Annual, per Village/Contractor mutually agreeable schedule.
Additional Information	<p>Payment per current Schedule B Total not to exceed: (32) hours Serviceman with Service Truck and (16) hours Helper less 5%.</p>

**Village of Sugar Grove, IL
Layne Christensen Company Professional Services Agreement
August 1, 2012**

**Exhibit 1
Task Order**

Date	
Project Name	
Project Scope (provide attachment as required)	
Schedule / timeline	
Additional Information	

Village of Sugar Grove, IL	Layne Christensen Company
Print Name:	Print Name:
Title:	Title:
Signature:	Signature:
Attest:	Attest:
Date:	Date:

Exhibit 2
Layne Capabilities and Experience

1. HISTORY

A. Layne Christensen Company

Mahlon E. Layne began his well drilling career in 1882 in the Dakota Territory. Within a decade, the well drilling industry would be permanently changed by his innovations, earning more than 60 patents. Some of his innovations consisted of the design of a faster, more efficient steam-powered drilling rig; the Layne Pitless Pump, one of the first vertical turbine lineshaft pumps; the development of the Gravel Wall well; and the invention of the Layne shutter screen.

Mr. Layne's Company, founded in 1882, has developed into an organization that is today known as Layne Christensen Company. With over 90 offices in the United States, and several more around the world, Layne Christensen Company is the largest provider of drilling services in the United States and one of the largest in the world.

Originally known as Layne-Western Company, our Illinois office was organized in May of 1924 with an 8' x 10' office, one well rig, and four employees. The Aurora, Illinois District has been part of this long standing organization for the last 80+ years with previous offices in Chicago, Illinois.

The Layne Companies, including the Aurora, Illinois District, have thrived on the utilization of a professional engineering staff to coordinate all work with the Client, maintain a high level of communication between the Client and field service crews, and to handle all water related needs of the needs of the Client.

The Aurora, Illinois District has always handled the water supply needs for the Village of Sugar Grove, Illinois. The Layne Christensen Aurora District continues to be one of the top operations in the Water Resources Division of Layne Christensen Company. However, support is always available from other Layne Districts such as St. Louis, Missouri; Milwaukee, Wisconsin; Lansing, Michigan; etc.

B. Aurora District/Village of Sugar Grove, Illinois Relationship

The relationship between Layne and the Village of Sugar Grove began in 1960. Our relationship has remained and grown almost continuously since 1960 and has included well construction, well rehabilitation, pump repair, testing, troubleshooting, etc. The Village currently utilizes premium Byron

Jackson Type H submersible motors in all of its wells. Layne is the sole source representative for Byron Jackson submersible pumps and motors in the state of Illinois.

C. Emergency Response

While there are fewer Villages now with single wells, there still are emergency situations in the water supply business. Our Emergency Response Procedures continue to be refined, as needed, in order that all customer needs are handled in a proper and expedient manner.

We currently utilize an answering machine at the Aurora, Illinois District office that details three phone numbers; two of our Account Managers' home numbers and our Beecher, Illinois office number. The latter number for the Beecher office would provide five individuals' after-hours phone numbers if there is no answer.

Our Account Managers also have personal cards that include their cell phone numbers. While the Village of Sugar Grove's emergencies have been rare over the years due to the significance of your water system and well documented preventative maintenance, this procedure has been tested favorably several times in the past. We attempt to determine the priorities of each project and, of course, maintain contact with each Client to ensure project completions are to each Client's satisfaction.

The Village of Sugar Grove will receive priority service in event of an emergency situation. The Village will have the governing opinion on whether a project is to be deemed an "emergency."

2. Contractor Personnel

A. Professional Engineering Staff

We utilize a professional engineering staff of Account and Project Managers to handle all project coordination with the Client. The experience of the five professional engineers in the Aurora District exceeds 100 years with the vast majority of this experience at Layne Christensen.

B. Field Crew Operations

Our field crew operations are coordinated by Greg Swanberg, our Operations Manager. He is supported by two Field Superintendents in an effort to coordinate the field service with the engineering staff/Client. We have included an organizational chart for our field operations also.

C. Lead Project Manager and Key Support Staff

In addition to the Lead Project Manager, all other Engineering staff and Field Operations Management are available for any project management assistance. The secondary Project Manager will be Thomas P. Healy, P.E.

D. Emergency Contact Information, in order of contact

Office phone numbers:

Aurora, IL 630-897-6941;

Beecher, IL 708-946-2244

William Balluff, P.E.: 630-466-9256 home
 708-417-2108 cell

Nick Winkelmann, P.E.: 630-801-5142 home
 708-514.1214 cell phone

Tom Healy, P.E. : 630-897-9518 home
 708-514-2233 cell phone

Greg Swanberg: 815-761-7166 home
 708-514-8881 cell phone

John Geltz: 630-556-4066 home
 708-514-1438 cell phone

E. Field Work Force

Included in this section is our Layne/Aurora Seniority List for our field service crews. This Seniority List details the length of service with Layne Christensen, DOT and CDL certifications, and classification within the Company. Our field service crews are all members of the International Union of Operating Engineers, Local 150 and are comprised of many very experienced well and pump servicemen in addition to newer hires who will provide the enthusiasm and experience for the future.

F. Corporate Support Staff

As a now International Water Supply and Mineral Exploration Company, we have considerable Corporate staff that can be relied upon for their expertise. Specifically for the type of work for the Village of Sugar Grove, Illinois, we offer the following:

- * Safety and Environmental Health Sciences Division (SEHS) – Fred Bonewell, Director Mission Woods, Kansas

The SEHS staff is responsible for all safety related issues. We utilize a comprehensive safety program and abide by our Safety Practice Manual Regulations.

- * Water Technologies Division – James E. Goose, Water Treatment Specialist Great Lakes Group (Aurora, Milwaukee, WI and Lansing, MI Districts)

By purchase of the Layne Hydro Group in the mid 1990's, a Water Treatment Division is now part of the Layne Christensen Company. The Water Treatment Division has been in existence for over 20 years and has recently reorganized as Layne's Water Technologies Division. Layne's Great Lakes Group has completed numerous projects in Illinois, Wisconsin, and Michigan for the removal of radium, iron, manganese, arsenic, and nitrates. Layne has treatment capabilities to address all contaminants that could be encountered while developing a potable water supply.

- * Layne Hydro

In Bloomington, Indiana and, for projects in the Sugar Grove area, in Milwaukee, Wisconsin, Professional Hydrologists and Geologists are on staff for any type of water supply needs. These can entail aquifer studies; well-head protection investigations, well rehabilitation problems, etc. While the Hydro group would be more applicable for the future water supply development, their expertise can also be utilized for well rehabilitation projects.

- * Other Layne Districts (Great Lakes Group)

As mentioned before, other districts in the surrounding states can be utilized to provide additional flexibility in any emergency situation. The Aurora, IL; Milwaukee, WI; and Lansing, MI Districts are more closely aligned as the *Great Lakes Group*. We are a "sub" group in the Company and work in conjunction on various projects/needs. We also have access to Layne rigs and crews in the other seventy plus U.S. office locations.

3. Field Equipment – Applicable to Sugar Grove, Illinois Wells

A. SEMCO –S30,000 Pump Service Rig:

This 2009 pump service rig and support equipment is capable of pulling any Sugar Grove, IL well pump. It allows for the use of either three or four man pump service crews depending upon the pumphouse and pump configuration.

B. Smeal R36 Pump Service Rig:

This 2007 pump service rig and equipment is also capable of pulling any Sugar Grove, IL well pump. It is also a three or four man pump service crew-type rig depending upon the pumphouse and pump configuration.

C. Smeal R12 and R12E:

These pump service rigs and are capable of pulling pumps with weights approaching 40,000 pounds. They allow for the use of either three or four man pump service crews depending upon the pumphouse and pump configuration.

D. Franks Big Rigs 1 and 2:

These are WS100 model pump service rigs and are capable of pulling pumps with weights approaching 100,000 pounds. They allow for the use of either three or four man pump service crews depending upon the pumphouse and pump configuration.

E. National 16 Ton Truck Crane:

These two National cranes are used as support for all pump service projects for delivery, pickup, etc. The scheduling of these cranes is usually quite flexible.

F. Bucyrus-Erie 36L Cable Tool Rig:

This cable tool drilling rig is frequently utilized for deep well workover/rehabilitation. The rig's configuration makes it very valuable in liner replacement, airlift well rehabilitation, and well reconstruction. This rig is also capable of pulling any of the Village's well pumps with either a three or four man pump service crew.

G. Chemical Treatment Unit (CTU):

Due to the increasing awareness of potential environmental damage in chemical treatment projects, Layne Christensen Company designed and has built several Chemical Treatment Units (CTU). We currently utilize three (3) CTU's at our disposal to allow for the treatment and neutralization of large quantities of acidic, basic, chlorinated, and turbid well-derived fluids. We can introduce the appropriate well treatment chemicals and neutralization chemicals in liquid or granular form. The treatment process is enhanced with the 2000 or 4000 gallon truck mounted tanks that can be used as surge tanks during the treatment process. This backflushing provides added energy to enhance the chemical treatments. During the discharge process, the 1000GPM mounted centrifugal pump can discharge the neutralized chemicals to the desired, distant location.

H. Aries Video Survey / Sonar-Jet® Well Rehabilitation Van

This is a cargo van with equipment to televise wells over 2000' deep and to perform all necessary Sonar-Jet Well Cleaning projects. Our part-time technician is our former Operations Manager who has 50 years of experience with the Company.

I. Other Layne Districts

Including our Beecher, Illinois office, who utilizes several of the same pump service rigs as described above, we have access to be able to use any of the 300 rigs in the Layne organization.

4. Aurora, Illinois Facility

A. Machine Shop

We utilize two full time, Union machinists to perform all necessary machining, fabrication, etc. for all pump repairs. The machine shop is a fully owned Layne facility and is operated by Layne employees in order to expedite and prioritize repairs as necessary. The machine shop utilizes two machine lathes for the fabrication of lineshafts, impeller shafts, bowl bushings, wear rings, etc. and a larger 22 ft. machine lathe for single pointing of larger diameter column pipe, threading of stainless steel pipe, and machining of large flanges. Two raised pump assembly racks are used for bowl assembly, tear down, and reassembly.

B. Sandblasting and Coating Work

A large portion of the yard is utilized for all needed sandblasting and coating work. Air compressors, sandblasting pots, and all necessary safety equipment are housed in an adjacent warehouse building. The pipe and oil tube coating work can be applied either by roller or airless sprayer equipment. Pipe coating work will normally include the use of PPG Aquapon LT NSF 61 epoxy coating.

C. Pipe Threading/Repair

We utilize our Oster 12R pipe threading machine for all necessary pipe repairs, rethreading, or threading of new column pipe. We can thread up to 12" pipe diameter in this machine and have done so on Village projects.

D. Available Inventory

We normally stock approximately \$1,000,000.00 (±) worth of Byron Jackson submersible pumping equipment and Layne and Bowler lineshaft pumping equipment components, parts, etc. in our Aurora, Illinois yard. The decision to maintain such a high level of inventory was made many years ago so that we are able to expedite any emergency repairs that may arise.

5. Project Costs

A. Layne Work Order Form

Well rehabilitation and pump repair work is normally performed on a time and material basis. In the past, our work has been performed according to the rates, terms, and conditions of our standard Work Order Form as shown in schedule b.

B. Professional Engineer Cost

While Professional Engineers are on our Engineering staff, we do not do the typical Professional Engineering-type work. This type of work is left up to your Consulting Engineer of choice and we do not intend to infringe on their profession.

However, the availability of a Professional Engineer may be of some benefit to the Village. This could include, but is not limited to, project management, attending Village meetings, trouble shooting, or doing any type of preventative maintenance checking of the well that is necessary.

C. Various Well Treatment Methods

It is difficult to provide a breakdown of the various well treatment/rehabilitation costs. The same process or project at one well might be a different cost than another well, due to varying depths, diameters, etc. We will provide a detailed estimate before any well treatment/rehabilitation prior to the beginning of any work.

1. 2000 Gallon C.T.U.
2. 4000 Gallon C.T.U.
3. BoreBlast™ Treatment Base Charge
4. Downhole Video Survey
5. High Potential Testing
6. Furnish, Install and Remove Airlift Surging Equipment
7. Well Development by Airlift Surging
8. Furnish, Install and Remove Air Pressurizing Equipment
9. Well Development by Air Pressurizing
10. Double Block Shooting
11. Penetrating Shots: 90 Gram
12. Bulk Nitroglycerin Shots

D. Rate Increases

Layne currently has a contract through 2013 with the International Union of Operating Engineers Local 150. This contract includes nominal increases each year for our service men. In addition to these increases our standard Work Order form may be updated periodically to account for changes in fuel pricing, equipment configurations, etc. In the case of this Service Agreement we would propose to furnish the Village a new Work Order form, along with any changes in the Well Treatment lump sums, for review and approval whenever changes are made to our standard Work Order form.

E. Well Contract Term

We propose to enter into this agreement with the Village for a minimum of 5 calendar years. At the end of the initial contract term the Village will have the option of renewing the contract in 5 year intervals.

F. Warranties

All labor, workmanship, and new materials would be provided with a two (2) year guarantee or warranty on all workmanship and new Flowserve/Byron Jackson equipment and materials. Should a problem develop with any of these items within the warranty period, the Village would not be charged for any work to remedy the situation. However, if overtime is required to expedite

the repair, the difference between the overtime and standard hourly rates would be chargeable.

The above warranties would apply for any material or new pump components furnished, with the exception of non-Flowserve/Byron Jackson submersible motors. Non-Flowserve/Byron Jackson equipment will maintain the industry standard one (1) year warranty. Other submersible motor manufacturers will not warranty our labor, thus, we would need to bill the Village for any motor warranty projects with any other submersible motors.

G. Other – Miscellaneous Fees

As stated during the well treatment method cost sections, it is also very difficult to provide detailed costs for pump repairs, pump parts, etc. since there are so many variables involved. We would negotiate all of these costs with the appropriate Village representative before proceeding with any work.

6. Pump Manufacturer Representation

We have several exclusive dealership agreements that would allow for only Layne-Western to provide the appropriate, genuine parts for the various well pumps. These agreements are with:

- A. Layne and Bowler, a Division of Pentair Pump Group
- B. Byron Jackson, a Division of Flowserve/IDP/Pleuger Pumps
- C. Pleuger Submersible Motors and Pumps, a Division of Flowserve/IDP/
Pleuger Pumps
- D. Christensen Pumps (ITT-Goulds)

The submersible pumps utilized by the Village all use the Byron Jackson Type H submersible motor. The pumps are also Byron Jackson submersible pumps. While non-genuine parts could be available from other manufacturers, we would be able to provide the genuine repair parts at the lowest cost available. We also maintain an extensive inventory of replacement parts that allows our machine shop to expedite typical pump repairs.

Layne introduced the Christensen Pumps several years ago, which utilizes Goulds pump components along with long time Layne and Bowler features such as the Layne combination coupling. While the Goulds pump agreement

is non-exclusive, we receive a quantity discount from Goulds pump because of all the various Layne Districts that purchase from them.

We also represent Johnston and Peerless Pump Companies, two long time, highly reputable pump manufacturers.

7. General Scope of Work

A. Lead Project Manager Duties

The Lead Project Manager will be involved well before the project commencement. Once the authorization has been received to move forward with a project(s), the Lead Project Manager would provide any desired information, estimates, etc. to the Village; schedule the crew for work; handle all details of the project during the course of the work; and basically handle everything necessary from start to finish including the procurement of materials, invoicing the Village, etc.

The Lead Project Manager would also be available for periodic site visits, review of present pumping data, troubleshooting, etc., and as desired by the Village Water Department.

The Lead Project Manager will also update the well and pump repair history and provide two copies to the Village after each project.

B. Field Crews

The field service crews would be responsible for contacting the appropriate Village representative prior to arrival in Village and discuss all facets of the project before proceeding with any work. Daily operations would include all measures necessary to efficiently carry out the work needed at the specific well(s). With the inclusion of the Nextel portable phone system, our field crews are able to provide timely updates on any developments during the course of the project. Should notification and/or approval of any changes in the scope of work be necessary, the Village would be contacted immediately.

C. Typical Pump Repair

A pre-test before pulling a pump may be done if there is some question as to the specific capacity or production of the well.

All safety measures would be undertaken to properly set up the pump service rig, support equipment, etc. Assuming the pump is pulled in a

typical fashion without fishing for its retrieval due to a pipe separation, etc.; each well pump would be pulled and transported to our machine shop for disassembly and inspection.

Following the removal of the well pump, the following would typically be done:

- Measuring the total depth and static water level of the well
- Inspecting column pipe on-site and deciding on need for sandblasting for inspection, power washing, etc.
- Dismounting the bowl assembly from motor
- Dewatering the motor seal chamber and performing seal flotation tests
- Placing the motor in a storage position
- Draining the motor completely and servicing the motor with a new oil filter and replacement oil (**Note that all motor servicing will be completed on-site by factory certified Byron Jackson service personnel*)
- Disassemble the bowl assembly in Aurora machine shop for further inspection, cleaning, repairs, etc.
- Perform all necessary repairs, as authorized by the Village
- Reinstall and perform minimum two hour pumping test to waste
- Demobilize all equipment

In the case of a typical pump repair project, as well as any well rehabilitation project, the crew will fill out a detailed Well Test Data Sheet for typing and ultimate delivery to the Village. We typically would take readings at 10 minute intervals recording GPM, water levels, pressure, 3 phase amps, and note water quality.

The well would be disinfected with any bacteriological samples collected and analyzed by the Village, if desired.

8. Key Subcontractors/Suppliers

A. Flowserve/Byron Jackson – Taneytown, Maryland

Layne Christensen is the exclusive representative for all Flowserve/Byron Jackson submersible pumping equipment in the state of Illinois. Any motor repairs would be conducted at the Flowserve facility in Taneytown. Repair items from our stock including flat cables, submersible motors, bowl castings and impellers are original equipment produced by Flowserve/Byron Jackson.

B. K&K Supply Company – Conroe, Texas

While we do not have an exclusive agreement, we do receive a Layne national quantity discount through our Central Purchasing Department for the use of K&K Supply for various repair components such as threaded and coupled column pipe, pipe couplings, column check valves, etc.

C. Water Systems Engineering – Johnson Screen

As mentioned previously, we have an alliance with these two firms for the future development and improvement in water well rehabilitation technology. In Appendix B, we have included a sample report that we can obtain from Water Systems Engineering which is basically a detailed water chemistry profile with bacteria analysis and recommendations. Two sets of samples are taken and delivered to WSE for analysis and their detailed report.

9. Well Rehabilitation Methods

A. Traditional Chemical Treatments

We have performed the following types of treatments for many, many years with some very good results:

- Super-chlorination: We would typically use sodium hypochlorite for any super chlorination project, in concentrations that would vary depending upon the situation.
- Acid Treatment: Hydrochloric acid and water is mixed to make a 15% muriatic acid solution. This is the traditional acid treatment solution.
- Non-Polyphosphate treatments can be performed in the rare cases where sands or silts are a problem. We tend to stay away from polyphosphate treatments due to the fact that they are food for bacteria.
- Stiles-Kem products, such as their Bio-Purge or WD-3100 chemicals have been utilized to enhance the results from our Surge and Purge and BoreBlast well treatment methods.

As mentioned previously, our Chemical Treatment Unit can be utilized in any of the above cases to help the injection of the chemical solution; surging of

the solution while in the well during reaction; and neutralization during the discharge process.

B. BoreBlast™

Many deep wells in northern Illinois have been developed using the BoreBlast process. The BoreBlast process, described in the enclosed brochure, utilizes an Air Impulse Generator suspended on a flexible high pressure hose. The tool is filled with high pressure nitrogen, or, in extreme cases, air. When the tool discharges the gas is released into the well bore. The brief release of energy creates a rapid movement of water in a percussive wave. The combined forces loosen any buildup or materials accumulated on the borehole walls. This process has also been used to successfully develop sandstone formations to increase specific capacity and decrease sand pumpage. In conjunction with this process we often utilize a submersible pump or airlift surging equipment so that we are able to pump off the loosened material immediately from the well. The various, available chemicals could also be used to help enhance this process.

C. QC-21® Well Cleaner

This is a variation of the traditional hydrochloric acid treatment and includes the use of our special QC-21 well cleaner as developed by our chemist Roger Miller and Water Systems Engineering. The addition of the QC-21 well cleaner allows us to significantly reduce the amount of the hazardous hydrochloric acid used in a well treatment. It also allows us to leave the solution in the well longer for more reaction time because of the much greater holding capacity of the dissolved solubles provided by the QC-21 well cleaner.

D. Miscellaneous

There are a number of other available well treatment methods such as surge block development, brushing, airlifting, air pressurizing, etc. that are basically very general in nature and obviously available to use, as the need arises.

10. Safety

Layne would like to stress our commitment to providing the Village of Sugar Grove with a Company committed to making Health & Safety our number one priority during the course of this contract. Layne has a comprehensive, industry leading, health and safety program which can be viewed at **www.laynesafety.com**. It is composed of, but not limited to, the following:

Supervisor's Accident Prevention Manual

Safety Practices Manual

Hazard Communication Manual

Fleet Manual

Emergency Response Plans

Site Specific Health and Safety Plan

Auditing Forms and Procedures

Mentoring Program

All Layne employees have and continue to be trained by Layne Safety. Documentation of each employees training can be provided upon request. All technicians are trained Local 150 Operating Engineers.

Appendix 1

RESOLUTION NO 2012-0821A

Amending the Classes and Number of Liquor Classes for the 2012-2013 Licensing Year

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

WHEREAS, Village Code Chapter 2, Section 3-2-7: Number of Licenses, provides that the cost and fees for obtaining and maintaining liquor licenses within the Village of Sugar Grove shall be set from time to time by the Board of Trustees of the Village of Sugar Grove by resolution of said Board of Trustees; and;

WHEREAS, Village Code Chapter 2, Section 3-2-7: Number of Licenses provides that maximum number of allowable per Class Licenses shall be determined by resolution by the Board of Trustees. In addition, the Board of Trustees may regulate the number of licenses by geographical area within the Village of Sugar Grove;

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

1. That the annual fee for each class of liquor license and the number of licenses per Class within the Village of Sugar Grove shall be as follows:

	CLASS	ANNUAL FEE	#	ESTABLISHMENT
A	TAVERN	\$1,900.00	0	
B	PACKAGE LIQUOR	\$1,250.00	6	Embassy Wines, Jewel/Osco , Aldi, Village Liquor, Amoco, Phillips 66
C	TEMPORARY LICENSE	\$ 50.00	0	
D	CLUB LICENSE	\$ 750.00	1	American Legion
E	RESTAURANT	\$1,450.00	1	Fireside
L	RESTAURANT w/ TAVERN	\$1,850.00	1	Open Range
F	BEER AND WINE RESTAURANT	\$1,950.00	0	
G	GOLF COURSE	\$ 900.00	1	Bliss Creek
H	HOTEL	\$2,200.00	0	
J	SPECIALTY BASKET LICENSE	\$ 575.00	0	
K	CATERING LICENSE	\$1,150.00	0	
M	FARMERS MARKET LICENSE	\$200.00	0	
N	PRIVATE COUNTY CLUB	\$2,400.00	1	Rich Harvest
O	TEMPORARY GOVERNMENTAL SPECIAL EVENTS	\$ 50.00	0	
P	WINE AND BEER SPECIALTY SHOP	\$1,200.00	0	

PASSED AND APPROVED, by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on 17th day of April, 2012.

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

BY: _____
P. Sean Michels, President of the Board of Trustees

Attest: _____
Cynthia L. Galbreath, Village Clerk

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT MICHELS & BOARD OF TRUSTEES
FROM: CYNTHIA L. GALBREATH, VILLAGE CLERK
SUBJECT: RESOLUTION AMENDING THE NUMBER OF LIQUOR LICENSES
AGENDA: AUGUST 21, 2012 BOARD MEETING AGENDA
DATE: AUGUST 17, 2012

ISSUE

Should the Village of Sugar Grove Amend the Number of Available Liquor Licenses.

DISCUSSION

At the July 17, 2012 the Village Board approved a liquor license for a wine shop at 34 Terry Drive. The license was approved subject to submittal of all liquor license related fees and completion of the application. As the information and fees have not been received, the license was not issued.

The resolution before the Board at this time reduces the number of licenses available by eliminating the one added in Class P for the wine shop. The resolution is a matter of maintenance and in keeping with the Village licensing policies and procedures.

The applicant, Mrs. Gayle Deja-Schultz, was contacted and she confirmed that the opening has been delayed. It is her hopes to open in March 2013. Mrs. Deja-Schultz understands the need to adopt this resolution and what needs to be completed to attain a liquor license.

COSTS

There is no cost with the adoption of the resolution.

RECOMMENDATION

That the Board by consensus adopts Resolution #2012010851A, A Resolution Amending the Number of Liquor Classes for the 2012-2013 Licensing Year.



Engineering Enterprises, Inc.

August 16, 2012

Mr. Tony Speciale
Village of Sugar Grove
10 Municipal Drive
Sugar Grove, IL 60554

**Re: 2012 MFT - Microsurfacing
Village of Sugar Grove
Kane County, Illinois**

Dear Mr. Speciale:

Bids were received, opened and tabulated for work to be done on the above referenced project at 9:30 a.m., August 6, 2012. Representatives of the Village of Sugar Grove and our firm were in attendance.

There was only one (1) bid received and it was from Microsurfacing Contractors, LLC in the amount of \$293,990.85. This bid is \$105,483.85 above our estimate of \$188,507.00 and therefore we would recommend rejection of the bids. Attached please find a tabulation of the bids for your reference. If you have any questions or require any additional information, please call our office.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in black ink, reading 'David R. Burroughs', is written over the company name.

David R. Burroughs, P.E.
Senior Vice President

Enclosure

pc: President and Board of Trustees
Mr. Brent Eichelberger, Village Administrator
Ms. Cynthia Galbreath, Village Clerk
Mr. Brad Merkel, Utilities Supervisor
Mr. Geoff Payton, Streets and Properties Supervisor
Mr. Justin VanVooren, Finance Director
Ms. Marilyn Solomon, IDOT District 1

BID SUMMARY
2012 MFT - Microsurfacing
VILLAGE OF SUGAR GROVE

BID TABULATION BIDS RECEIVED 9:30 A.M. 8/6/2012	Fahmers Asphalt Sealers, LLC P.O. Box 95 Plover, WI 54467	Microsurfacing Contractors, LLC 11745 R. Lackland Drive St. Louis, MO 63146	Rockford Blacktop 5390 Nimitz Road Loves Park, IL 61111	ENGINEER'S ESTIMATE ENGINEERING ENTERPRISES, INC. 52 Wheeler Road Sugar Grove, IL 60554
TOTAL BID	No Bid	\$293,990.85	No Bid	\$188,507.00
TRAINEES				
BID BOND				
SIGNED BID				
<hr/>				
BID TABULATION BIDS RECEIVED 9:30 A.M. 8/6/2012				
TOTAL BID	No Bid	\$293,990.85	No Bid	\$188,507.00
TRAINEES				
BID BOND				
SIGNED BID				

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS
GEOFF PAYTON, STREETS / PROPERTIES SUPERVISOR
SUBJECT: REJECTION: 2012 MFT / PAVEMENT MAINTENANCE PROGRAM
MICROSURFACING BIDS
AGENDA: AUGUST 21, 2012 REGULAR BOARD MEETING
DATE: AUGUST 16, 2012

ISSUE

Should the Village Board reject the 2012 MFT / Pavement Maintenance Program microsurfacing bids.

DISCUSSION

The 2012 MFT / Pavement Maintenance Program consists of two separate contracts. The first contract was for microsurfacing and included microsurfacing all of the Bliss Woods subdivision and part of the Dugan Woods subdivision (Welch Creek to East end). The intention was to pay for the program utilizing the combination of the \$126,780.00 in remaining MFT funds not allocated for repayment of the 2008 General Obligation Bonds with remainder being paid from the General Fund transfer for road maintenance of \$130,000.00. Bids for this contract were received and opened on August 6, 2012. The engineer's estimate for this project is \$188,507.00. We received one bid package from Microsurfacing Contractors, LLC for a total construction cost of \$293,990.85. This bid was \$105,483.85 over the engineer's estimate. Due to this, Staff cannot recommend awarding the contract.

The second contract, which consists of the crack sealing of Fay's Lane (Welch Creek to Dugan Road) and patching on various roadways is still expected to be completed. The bid opening for this contract is scheduled for August 29, 2012 and should be presented to the Board for award at the September 4, 2012 meeting. The estimated expenditures total \$41,000.00. The intention is to pay for the program the General Fund transfer for road maintenance of \$130,000.00.

Staff recommends rolling the allocated MFT funds over and including microsurfacing with next year's program when Staff believes there will be multiple bidders and the Village will see more competitive bids.

COST

There are no costs associated with this Board Report as we are recommending rejecting all bids.

RECOMMENDATION

The Village Board by consensus reject the 2012 MFT / Preventative Maintenance Program Microsurfacing Bids.



VILLAGE OF SUGAR GROVE
KANE COUNTY, ILLINOIS

ORDINANCE 20120821A

An Ordinance Amending
Title 5, Chapter 1, Section 4
Of the Code of Ordinances
Of the Village of Sugar Grove,
Kane County, Illinois
For the Village of Sugar Grove, Illinois

Adopted by the Board of Trustees and President
Of the Village of Sugar Grove
This 21st day of August, 2012

Published in Pamphlet Form
By authority of the Board of Trustees
Of the Village of Sugar Grove, Kane County,
Illinois this 21st day of August, 2012

ORDINANCE 20120821A

An Ordinance Amending Title 5 , Chapter 4, Section 1 Of the Code of Ordinances of the Village of Sugar Grove, Kane County, Illinois

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

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

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

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

SECTION ONE: Title 5, Chapter 1, Section 4, Paragraph A. Employment, of the Sugar Grove Village Code is Hereby amended to read as follows:

A. Employment:

1. Qualifications And Standards: Any person of good character who meets the qualifications and standards for being a police officer as prescribed by state statute, village ordinance and rules of the department as prescribed from time to time by the village administrator, chief of police or board of trustees, may be employed as a police officer for the village. Such standards and employment shall be made in accordance with the provisions of the board of police and fire commissioners act, 65 Illinois Compiled Statutes 5/10-2.1-1 et seq.
2. Discrimination: No applicant for a position with the police department of the village shall be excluded by reason of race, creed, color, religion, sex or station in life. The police department shall be an equal opportunity employer and, as such, shall comply with applicable state and federal statutes and regulations pertaining to employment practices.
3. Probationary Period: All persons employed as police officers shall be probationary employees for a period of one year from the date of their employment. The probationary period may be extended up to an additional one hundred eighty (180) days at the discretion of the chief of police. A police officer may be discharged without cause during said probationary period. Thereafter, a

police officer, other than the chief of police may be discharged in accordance with the provisions of section [5-1-7](#) of this chapter. (Ord. 2004-01-20B, 1-20-2004)

4. Part-Time Police Employment. The Village of Sugar Grove may employ part-time police officers from time to time as they deem necessary.

5. Duties. A part-time police officer shall have all the responsibilities of a full-time police officer and such specific duties as delineated in the Policy Manual of the Sugar Grove Police Department, but the number of hours a part-time officer may work within a calendar year is restricted. Part-time police officers shall not be assigned to supervise or direct full-time police officers. Part-time police officers shall be trained in accordance with the Illinois Police Training Act (50 ILCS 70511 et. seq.) and the rules and requirements of the ILETSB.

6. Hiring Standards. Any person employed as a part-time police officer must meet the following standards:
 - a) Be of good moral character, of temperate habits, of sound health, and physically and mentally able to perform assigned duties.
 - b) Be at least twenty-one (21) years of age.
 - c) Pass a medical examination.
 - d) Possess a high school diploma or GED certificate.
 - e) Possess a valid State of Illinois driver's license.
 - f) Possess no prior felony convictions.
 - g) Any individual who has served in the U.S. military must have been honorably discharged.

7. D. Discipline. Part-time officers shall be under the disciplinary jurisdiction of the Chief of Police. Part-time police officers serve at the discretion of the Village authorities, shall not have any property rights in said employment, and may be removed by the Village authorities at any time. Part-time police officers shall comply with all applicable rules and Policies issued by the Police Department.

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

SECTION THREE: This Ordinance shall be in full force and effect from and after is 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 21st day of August, 2012.

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

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

ATTEST: _____
Cynthia L. Galbreath, Village Clerk

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: RONALD A. MOSER, CHIEF OF POLICE
SUBJECT: ORDINANCE AMENDING TITLE V , CHAPTER 1, SECTION 4 OF THE CODE OF ORDINANCES TO INCLUDE AUTHORIZATION TO EMPLOY PART-TIME POLICE OFFICERS
AGENDA: VILLAGE BOARD MEETING, AUGUST 21, 2012
DATE: AUGUST 17, 2012

ISSUE

Should the Village amend Ordinance V, Chapter 1, Section 4 of the Code of Ordinances to include Authorization to Employ Part-Time Police Officers.

DISCUSSION

The Village has employed part-time officers for many years. In May of 2012, the Illinois Law Enforcement Training & Standards Board advised the Sugar Grove Police Department that under Illinois Statute, an ordinance must be on file with the Training and Standards Board for any agencies that employ part-time officers. Therefore, they requested that we either submit a current ordinance or pass an ordinance establishing part-time officers.

Police staff spoke with the Law Enforcement Training & Standards Board. They supplied language from a sample ordinance. They further advised that the police department could continue to employ our current part-time officers but they requested that we submit an ordinance to them upon Board approval.

COST

There is no additional cost to the Village to employ part-time police officers. These employees are required to provide their own uniforms and weapons. In fact the part-time hourly rate is established at \$20 which is significantly below that of the regular and overtime rate of a full-time officer. No benefits are provided either.

The Village Attorney reviewed the information related to this ordinance. He reported that this is common and appropriate. Attorney costs for legal services related to this were minimal and there are sufficient funds in the Police Budget under 01-51-6301.

RECOMMENDATION

The Village Board approves Ordinance ____ which authorizes employment of part-time police officers for the Sugar Grove Police Department.



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

ORDINANCE NO. 2012-0821_

**An Ordinance Amending Titles 9, 12, and 13 of the Village Code
Concerning the Address System of the
Village of Sugar Grove, Kane County, Illinois
(Address System and Numbering)**

Adopted by the
Board of Trustees and President
of the Village of Sugar Grove
this 21st day of August, 2012.

Published in Pamphlet Form
by authority of the Board of Trustees
of the Village of Sugar Grove, Kane County,
Illinois, this 21st day of August, 2012.

ORDINANCE NO. 2012-0821_
An Ordinance Amending Titles 9, 12, and 13 of the Village Code
Concerning the Address System of the
Village of Sugar Grove, Kane County, Illinois
(Address System and Numbering)

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

WHEREAS, the Village of Sugar Grove is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and, pursuant to the powers granted to it under 65 ILCS 5/1-1 *et seq.*; and,

WHEREAS, the Village of Sugar Grove currently assigns addresses in the Village; and,

WHEREAS, the Village finds that such regulations provide for the safety and well-being of Village inhabitants and benefit the public welfare and safety; and,

WHEREAS, the Village seeks to continue to promote these interests, and seeks to amend the Village Code to more fully protect and preserve the safety, quality of life, and well being of such inhabitants;

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: ORDINANCE SECTIONS AMENDED

That the following Title 13 of the Village Code of Ordinances is hereby created as follows:

TITLE 13 – ADDRESS SYSTEM AND NUMBERING

13-1-1: STREET NAMES AND DESIGNATIONS:

- A. Approval of Street Names: No street names shall be used which will duplicate or be confused with the names of existing streets. Existing street names shall be projected wherever possible. The first name of any street designation shall be unique and shall be approved by the 911 agency within whose jurisdiction the village is located. Street names shall be subject to the approval of the Village Board.
- B. Street Designations: The following street designation system shall be utilized to differentiate different kinds of public streets:
 - 1. Any new public street running in a generally north-south direction shall be named Street or Drive.

2. Any new public street running in a generally east-west direction shall be named Avenue or Road.
3. Major streets running in any direction which are designated with special characteristics such as planted medians shall be named Boulevard.
4. Eyebrow cul-de-sacs shall retain the numbering system of the public way that they front on and shall not have a separate name.
5. Cul-de-sacs shall be named Court.
6. Any public street that comes back upon itself shall be called Circle.
7. Any public street that lacks true directional quality shall be named Lane.

13-1-2: NUMBERING PLAN:

- A. Map Or Plat Of Streets: The Board of Trustees shall cause to be prepared a map or plat of all the streets and public highways within the Village and within the planning area boundary showing the proper numbers of all lots, buildings or structures fronting upon said streets and highways, which map or plat shall be open to the public and used by the public in determining the proper number for their lots, buildings or structures.
- B. Lots And Buildings: All lots, buildings or structures in the Village shall be numbered in accordance with the following plan:
 1. Base Line: The base line for streets running northerly and southerly shall be U.S. Routes 30 and 56; the base line for streets running easterly and westerly shall be Route 47. Numbering shall begin with the base lines, based upon the unit system, that is, each mile shall be in multiples of eight hundred (800).
 2. Odd Numbers: All of said lots, buildings or structures on the right side of any street or public highway going away or out from the dividing line shall be numbered with odd numbers commencing at the base line with number 1 and numbering consecutively therefrom to the next block or starting point.
 3. Even Numbers: All of said lots, buildings or structures on the left side of any street or public highway going away or out from the dividing line shall be numbered with even numbers commencing at the base line with number 2 and numbering consecutively therefrom to the next block or starting point.
 4. East And West Designation: All east and west streets, or streets running in an easterly or westerly direction which cross the base highway, namely State Route 47, shall bear the prefix "East", east of State Route 47, and bear the prefix "West", west of State Route 47.
 5. North And South Designation: All north and south streets or streets running in a northerly

or southerly direction which cross the base highways, namely U.S. Highway 30 and State Route 56, shall bear the prefix "North", north of U.S. Highway 30 and State Route 56 and bear the prefix "South", south of said U.S. Highway 30 and State Route 56.

6. Business District Use: All blocks in the area presently zoned "business district uses" shall be divided into as many thirty foot (30') spaces as possible, and each such space shall be given its proper number, said measurement and numbering shall be continued along each street in the business district and in case there is a fraction left over exceeding one-half ($\frac{1}{2}$) of such thirty foot (30') space, then such fraction is to be considered and treated as a full space, but if such fraction left over does not exceed one-half ($\frac{1}{2}$) of such space, then such fraction is to be considered and treated as part of the space adjoining it.

7. All Other Uses: In all other areas of the Village, except those areas zoned business district uses, numbers shall be assigned and established for each lot or fraction of a lot. In the event there is more than one building or structure situated on any one lot, said additional building or structure shall carry a fractional number such as one and one-half ($1\frac{1}{2}$), or whatever the case may be.

C. Penalty: Any person violating any provision of this Section shall be subject to penalty as provided in Section 1-4-1 of this Code for each offense. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues; provided, that no such person shall be liable for the penalty herein provided until after he has received, from the Village, a notice, by mail or in person, of the fact that a building owned or occupied by him does not have the proper number to comply with this Section.

13-1-3: BUILDING NUMBERS:

A. Principal Building Defined: A principal building is any non-accessory structure within the Village in which is conducted the main or principal use/s on the lot on which said structure is situated.

B. Principal Building Numbers Required: Each principal building within the Village shall have placed and maintained on the building, at all times, building numbers conforming to the requirements of this Section.

C. Specifications:

1. Building numbers shall consist of Arabic numbers at least six inches (6") in height and no more than eight inches (8") in height in a color which contrasts with the surface background upon which the numbers are placed.

2. Such numbers shall consist of numerical digits and shall not be written or spelled out in script.

3. Each building shall display the number assigned to the lot upon which said building stands as indicated by the Village street numbering maps on file in the Community Development

Department office.

4. Building numbers may be individual numbers affixed to a wall or non-residential window or affixed on a building number sign that is itself affixed to a wall.

D. Location: Building numbers shall be located on that portion of the building which is closest to the street to which such address corresponds and be plainly legible and visible from the street.

E. Freestanding Mailboxes or Permanent Non-Residential Ground-Mounted Advertising Signs: In the event an owner or occupier of land wishes to erect an additional building number on any freestanding mailbox and / or permanent non-residential ground-mounted advertising sign on the property, in addition to the building sign number required by this Section, said mailbox or ground sign building number shall conform to the requirements of subsection C of this Section with the exception that said numbers shall be at least three inches (3") in height and no more than six (6") in height.

G. Time For Compliance: Each person liable under this Chapter shall comply with its provisions within ninety (90) days after the effective date hereof or by the time of issuance of the occupancy permit for the building in question, whichever is later.

H. Nonconforming Building Numbers:

1. Any building which, at the time of the effective date hereof has placed and maintained on the building, building numbers which conform to subsection C3 of this Section but otherwise fails to conform to this Section, shall constitute a lawful nonconforming building numbers and may be continued without compliance with this Section subject to the following provisions:

In the event that a nonconforming building numbers are removed, damaged or otherwise altered in any way, said nonconforming status shall end and the property owner shall immediately erect building numbers which conform to all provisions of this Section.

I. Enforcement:

1. Any act constituting a violation of the provisions of this Section or a failure to comply with any of its requirements shall subject the offender to a civil penalty of twenty five dollars (\$25.00). If the offender fails to pay this penalty within ten (10) days after being cited for a violation, the penalty may be recovered by the Village in a civil action in the nature of debt.

2. If the Community Development Director or his / her designee finds that any provision of this Section is being violated, he shall send a written notice to the person responsible for such violation, indicating the nature of the violation and ordering the action necessary to correct it. Additional written notices may be sent at the officer's discretion.

3. This Section may also be enforced by any other appropriate, equitable or legal action.

4. Each day that any violation continues after notification by the Community Development Director or his / her designee that such violation exists and after expiration of the ten (10) day period for payment specified in subsection II herein shall be considered a separate offense for purposes of the penalties and remedies specified in this subsection.

5. Any one, all or any combination of the foregoing penalties and remedies may be used to enforce this Section.

6. The owner, tenant or occupant of any building or land or part thereof and any other person who participates in, assists, directs, creates or maintains any situation that is contrary to the requirements of this Section may be held responsible for the violation and suffer the penalties and be subject to the remedies herein provided.

That the following Sub-section(s) of Title 9 of the Village Code of Ordinances are hereby repealed in their entirety:

9-2-1: Numbering Plan

9-2-2: Building Numbers

That the following Sub-section(s) of Title 12 of the Village Code of Ordinances are hereby repealed and replaced in their entirety as follows:

12-5-4: STREET NAMES AND DESIGNATIONS:

See Section 13-1-1 of this Code.

12-6-14: MAILBOXES:

A. Installation Required: All mailboxes throughout the subdivision shall be installed in clusters at various locations or as single mailbox installations as approved by the local post office.

B. Cluster Mailbox Installations: Mailboxes of a cluster design shall be housed in a suitable enclosure, the design of which shall be submitted to the Village for approval prior to installation.

C. Single Mailbox Installations: All mailboxes shall have the bottom of the box be between thirty six inches (36") and forty two inches (42") above the adjacent street pavement. Mailboxes shall not overhang the curb or street pavement and shall not be farther than six inches (6") from the back of the curb. Single mailbox installations shall be either of a standard breakaway design or of the brick/masonry design. Specifications for each type are detailed below:

1. Standard Breakaway Mailbox: Support posts shall be either a four inch by four inch (4" x 4") wood post, or a two inch (2") diameter standard steel or aluminum pipe buried no more than twenty four inches (24") into the ground and shall safely break away if struck by a vehicle. The mailbox must be securely attached to the support post so it will not separate if

struck.

2. Brick/Masonry Mailboxes: Mailboxes constructed of brick or masonry materials shall not exceed 2.5 feet long by 2.5 feet wide, and cannot exceed sixty inches (60") above the edge of the pavement. No other improvements or additions shall be made to said mailboxes, including, but not limited to: wing walls, planters, light fixtures or signage other than addresses or nameplates as permitted under Title 11 and Title 13 of this Code. Said mailboxes shall have a foundation to support the structure to prevent frost heaving and instability. Foundations shall be at least twelve inches (12") deep, and not exceed twenty four inches (24") deep. Utility locates shall be completed prior to any construction of said mailbox. A building permit shall be issued by the village prior to construction of any brick / masonry mailbox. A hold harmless agreement and release shall be signed with the Village prior to construction of any mailbox. Any damage caused to brick or masonry mailboxes by the Village shall not entitle the owner to reimbursement in excess of the reimbursement amount for a standard breakaway mailbox as set by Village policy.

D. Building Numbers on Mailboxes: See Section 13-1-3

E. Nonconforming Mailbox/Support Installations: The use of existing mailbox/support installations which do not conform to the provisions of this section may be continued, although such use does not conform with the provisions hereof, and such use may be extended provided no structural alterations are made therein. Whenever a nonconforming use of a mailbox/support has been changed to a more restricted use or to a conforming use, such use shall not thereafter be changed to a less restricted use.

1. No mailbox/support installation which has been damaged by fire, explosion, act of God, the public enemy, intentional or unintentional causes, to an extent that the Community Development Director or his/her designee determines, in his/her sole discretion, is not acceptable, shall be restored except in conformance with the regulations of this section.

2. No existing mailbox/support installation devoted to a use not permitted by this section shall be enlarged, extended, reconstructed, or structurally altered, unless such use is changed in conformance with the regulations of this section.

3. Any brick / masonry mailboxes constructed prior to May 16, 2006, shall be permitted to remain, subject to submitting a hold harmless agreement and release to the Village. Any preexisting nonconforming masonry mailboxes that are damaged as per subsection E1 of this section, shall only be reconstructed in compliance with the standards in subsection C2 of this section.

SECTION TWO: GENERAL PROVISIONS

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

SEVERABILITY: Should any provision of this Ordinance be declared invalid by a court of

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

EFFECTIVE DATE: This Ordinance shall be in full force and effect on and after its approval, passage 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 21st day of August, 2012.

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

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

	Aye	Nay	Absent	Abstain
Trustee 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: RICHARD YOUNG, COMMUNITY DEVELOPMENT DIRECTOR
MIKE FERENCAK, VILLAGE PLANNER
SUBJECT: ORDINANCE: VILLAGE CODE TEXT AMENDMENT FOR
ADDRESS SYSTEM AND NUMBERING
AGENDA: AUGUST 21, 2012 REGULAR VILLAGE BOARD MEETING
DATE: AUGUST 17, 2012

ISSUE

Should the Village amend the Village Code to add Title 13 Address System and Numbering, including changes to Title 9 Building Regulations and Title 12 Subdivision Regulations.

DISCUSSION

The Committee discussed this at the meeting on August 7, 2012. The Committee was in favor of the text amendment as presented by staff.

This text amendment would create a new Title of the Village Code: Title 13 Address System and Numbering. This Title would consolidate address system requirements from various portions of the Village Code into one central Title. Assignment of addresses is an important Village function that is not necessarily tied to the Zoning, Subdivision, or Building of property. The Community Development Department does have primary responsibility for this function.

No significant changes are proposed to the requirements as this is generally just a reorganization and clarification of the requirements to make the Village Code more user-friendly.

The text amendment consists of a reference to the new Section 13-1-1 in the existing Section 12-5-4 with a relocation of most of the text of Section 12-5-4 to the new Section 13-1-1, a removal and relocation of Section 9-2-1 to the new Section 13-1-2, a removal and relocation of Section 9-2-2 to the new Section 13-1-3, and other edits to all of these sections, as well as edits to Section 12-6-14.

As this text amendment involved changes to the Subdivision Ordinance, the Plan Commission did review this portion of the amendment at the May 16, 2012 meeting. The Plan Commission recommended approval of the text amendment by a vote of 6-0. The Plan Commission asked that staff make some minor corrections to the wording in Section 13-1-2 and check on US Postal Service mailbox requirements to make sure the Village's requirements do not conflict with them. There was no public hearing required as this does not involve changes to the Zoning Ordinance.

The corrections to wording requested by the Plan Commission in Section 13-1-2 were made.

Staff confirmed the Village's requirements for mailboxes do not conflict with US Postal Service requirements for mailboxes.

Staff also made some minor corrections to the wording in Section 13-1-2 and Section 13-1-3 since the Plan Commission meeting.

The following items are attached for your information:

- 1. Draft Text Amendment Ordinance**

The following items were previously provided:

2. Staff Report to the May 16, 2012 Plan Commission meeting
3. Draft Text Amendment
4. Minutes of the May 16, 2012 Plan Commission meeting

COST

There is no billable cost associated with this request.

RECOMMENDATION

That the Board adopts Ordinance 2012-0821_, An Ordinance Amending Titles 9, 12, and 13 of the Village Code Concerning the Address System

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: RON MOSER, CHIEF OF POLICE
BRAD MERKEL, UTILITIES SUPERVISOR
SUBJECT: APPROVAL: PURCHASE OF REPLACEMENT POLICE INTERCEPTOR
SEDANS
AGENDA: AUGUST 21, 2012 REGULAR BOARD MEETING
DATE: AUGUST 16, 2012

ISSUE

Should the Village Board approve the purchase of two replacement 2013 Police Interceptor Sedans for the Police Department.

DISCUSSION

In accordance with the rotation of our front-line patrol cars, the Fiscal Year 2012-13 Budget included funds to purchase three replacement Police Interceptor Sedans. However, only two will be replaced at this time. The cars being replaced are both 2007 Crown Victoria Police Interceptors.

Staff recommends that the replacement Police Interceptors be purchased this fiscal year as scheduled. Staff requested proposals for the replacement sedans from local dealerships. Four dealerships submitted proposals.

Kayser Auto Group offers a Demo unit equipped with most of the additional equipment for a total cost of \$32,210.88, but it is only available in black. Terry's Ford was the lowest proposal for white Sedans with a total price of \$32,192.98. However, The Demo unit would be available for delivery in approximately two weeks while ordering the white Sedans from any of the other dealerships would take approximately 12 weeks for delivery. Attached is a comparison of the bids received.

COST

The cost for the 2013 Police Interceptor Car is \$22,690.00 each for the base unit. An additional \$12,000.00 is budgeted for each unit to provide in-car video, radar, laptop computer, radios, emergency lighting, rear prisoner seat, partition and striping for a total cost not to exceed \$34,690.00. The Fiscal Year 2012-13 Capital Projects Fund, account # 30-51-7006: Automotive Equipment includes \$131,589.00 for the replacement Police Interceptors.

RECOMMENDATION

The Village Board approves the purchase of two 2013 Police Interceptors and directs staff which unit they would prefer to order.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: JUSTIN VANVOOREN, FINANCE DIRECTOR
SUBJECT: MONTHLY TREASURER'S REPORT
AGENDA: AUGUST 21, 2012 REGULAR BOARD MEETING
DATE: AUGUST 16, 2012

ISSUE

Should the Village Board approve the July 2012 monthly Treasurer's report.

DISCUSSION

The Summarized Revenue & Expense Reports are attached (pages 1 – 7). In addition, the Detailed Revenue & Expense Reports are attached immediately following the Summarized Reports (pages 1 – 21). At July 31, 2012 we are through 3 months of the year (25.0%).

The General Fund revenues and expenditures are at 37.4% and 22.3%, respectively. The main reason for the revenues being higher than budgeted is the timing of receipt of property taxes. The main reason for the expenditures being lower than budgeted is many expenditures are attributable to the prior fiscal year, for which journal entries have already been made. 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>	
01-51-6301	Legal services	54,800	29,796	54.4%	A
01-51-6309	Other professional svc.	9,750	4,549	46.7%	B
01-53-6603	Specialized supplies	5,500	2,042	37.2%	C
01-54-6406	Repair, maint. svc- bldg	14,000	13,364	95.5%	D
01-55-6309	Other professional svc.	17,800	7,250	40.8%	E
01-56-6307	I.S. services	5,182	5,137	99.2%	F

- A Pol – This is due to the timing of negotiations with the Sergeants.
B Pol – This is due to the update of the Law Enforcement Manual.
C Str – This is due the seasonal purchase of mosquito control chemicals which was a budgeted item.
D 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.

- E CD – This is due to payment for the special event traffic study.
- F 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 Fund, and Waterworks and Sewerage Fund will reflect a 2 month lag.

The General Capital Projects Fund revenues are at 4.9% and expenditures are at 18.7%. The revenues are low due to the timing of receipt of reimbursements the Mallard Point/Rolling Oaks project. The expenditures are low due to the timing of payments for the Mallard Point/Rolling Oaks project.

The Industrial TIF #1 Fund expenditures are at 0.0%. No expenditures are budgeted for this fiscal year.

The Industrial TIF #2 Fund expenditures are at 0.0%. The expenditures are low due to a 2 month lag in the planning invoices.

The Infrastructure Capital Projects Fund revenues are at 6.6% and expenditures are 4.2%. The revenues are low due to the timing of receipt of reimbursements for the various projects scheduled. The expenditures are low due to expenditures being attributable to the prior fiscal year, for which journal entries have already been made.

The Debt Service Fund revenues are at 22.3% and the expenditures are at 16.9%. The expenditures are low due to the timing of debt payments throughout the year.

The Waterworks and Sewerage Fund operating revenues and operating expenses are at 25.7% and 28.8%, respectively. The capital revenues and expenses are at 20.2% and 8.7%, respectively. The main reason for the expenses being high is the timing of debt payments throughout the 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>	
50-50-6307	I.S. Services	7,370	5,691	77.3%	G
50-50-8002	Debt – Principal	496,908	325,345	65.5%	H
50-50-8003	Debt – Interest	203,929	121,736	59.7%	I
50-60-6311	IEPA Water Sampling	10,000	6,185	61.9%	J

- F Adm – This is due to the timing of payment for the Village’s financial software maintenance agreement.
- G Adm – This is high due to the timing of debt payments throughout the year and will not exceed budget.

- H Adm – This is high due to the timing of debt payments throughout the year and will not exceed budget.
- I Water Ops. – This is due to the timing of water sampling program. This is a budgeted item.

The Refuse Fund revenues and expenses are at 25.0% and 17.0%, 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 August 17, 2012, 0 of the residential, 0 of the commercial, and 116 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	7,793	20.5%
01-00-3320 Cert of Occupancy Fees	600	0	0.0%
01-00-3330 Plan Review Fees	1,920	131	6.9%
01-00-3340 Reinspection Fees	1,215	480	39.6%
01-00-3350 Transition Fees	0	0	0.0%
01-00-3740 Zoning and Filing Fees	5,500	2,000	36.4%
01-00-3760 Review and Dev. Fees	106,600	29,257	27.5%
30-00-3850 Improvement Donations	0	0	0.0%
30-00-3851 Emerg Warn Device Fee	0	0	0.0%
30-00-3852 Life Safety-Police	0	0	0.0%
30-00-3853 Life Safety-Streets	0	0	0.0%
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	0	0.0%
50-00-3310 Meter Reinspections	960	80	8.4%
50-00-3670 Meter Sales	8,850	142	1.6%
50-01-3651 Water Tap-On Fees	17,403	0	0.0%
50-01-3652 Sewer Tap-On Fees	0	0	0.0%
50-01-3791 Fire Suppr Tap-On Fee	17,403	0	0.0%

COST

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

RECOMMENDATION

That the Board approve the July 2012 monthly Treasurer’s reports.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: CINDY GALBREATH, VILLAGE CLERK
SUBJECT: DISCUSSION: VIDEO GAMING
AGENDA: AUGUST 21, 2012 REGULAR BOARD MEETING
DATE: AUGUST 15, 2012

ISSUE

Should the Village of Sugar Grove allow video gaming.

DISCUSSION

The Board last discussed the Video Gaming Act (230 ILCS 40) on August 7, 2012. The Act allows qualifying establishments to have up to 5 (five) video gaming terminals. Nothing in Sugar Grove code disallows video gaming, therefore by default it allowed in establishments that qualify under the Act.

The types of establishments that qualify for a Video Gaming License are those that; hold a pouring liquor license (serve alcohol), fraternal establishments, and licensed truck stops. The Board has three options, 1) allow video gaming (do nothing and stay status quo), 2) adopt an ordinance opting out, and 3) regulate by the authority of liquor license issuance.

There are four establishments within the Village that qualify; the American Legion, Fireside, Open Range, and Rich Harvest. At this time the Legion is the only establishment that has applied for a Video Gaming License. It should also be noted that Tiger Amusements is a licensed terminal operator. Representatives of the American Legion and Tiger Amusement will be in attendance at the August 21, 2012 meeting.

COSTS

There is no cost associated with the discussion of allowing Video Gaming in the Village of Sugar Grove.

RECOMMENDATION

That the Village Board receives comments and further discusses whether Video Gaming is appropriate for the Village.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS
BRAD MERKEL, UTILITIES SUPERVISOR
SUBJECT: DISCUSSION: PROFESSIONAL SERVICES AGREEMENT FOR WATER
SYSTEM NEEDS WITH LAYNE CHRISTENSEN COMPANY, INC.
AGENDA: AUGUST 21, 2012 VILLAGE BOARD MEETING
DATE: AUGUST 14, 2012

ISSUE

Should the Village Board enter into a Professional Services Agreement with Layne Christensen Company, Inc.

DISCUSSION

Layne Christensen Company, Inc. has been providing well rehabilitation and construction services to the Village of Sugar Grove for more than 50 years. Layne Christensen Company contacted the Village to discuss the possibility of entering into a service agreement. The service agreement is non-binding and does not obligate the Village to utilize Layne Christensen for work. Individual Task Orders detailing the description of the work, costs, schedule, etc, will need to be executed for each project. Highlights of the agreement include:

5% reduction in labor costs on all Task Orders
10% reduction applied to specialized service fees
Two year warranty on all workmanship and new Flowserve / Byron Jackson equipment
Emergency Response Priority Service

Attorney Steve Andersson reviewed the Layne Agreement and believes that entering into an agreement with Layne Christensen Company would prove to be beneficial for the Village of Sugar Grove. The cost savings, additional warranty and priority emergency response service would be benefits to the community.

The Professional Services Agreement from Layne Christensen Company is attached for your review. William Balluff from Layne Christensen will be on hand to answer any questions.

COST

There is no cost associated with approving the agreement.

RECOMMENDATION

The Village Board reviews the Professional Services Agreement with Layne Christensen Company, Inc. to be approved at the September 4, 2012 Village Board Meeting.