

<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 Sean Herron Mari Johnson Rick Montalto David Paluch</p>
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September 17, 2013

**Village Open House
5:00 P.M. to 7:00 P.M.**

**Board Meeting
7:00 P.M.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Hearing:
 - a. None
5. Appointments and Presentations
 - a. Village Treasurer
6. Public Comment on Items Scheduled for Action
7. Consent Agenda
 - a. Approval: Minutes September 3, 2013 Meeting
 - b. Approval: Vouchers
 - c. Resolution: Authorizing Execution of an IGA for Police Enforcement of Park District Regulations
 - d. Ordinance: Granting a Special Use in the Waubensee Corporate Center - MetroLift, Inc.
 - e. Ordinance: Granting Variance in the Waubensee Corporate Center - MetroLift, Inc.
 - f. Ordinance: Granting a PUD Amendment for Architectural Plans at Rt 47 & Wheeler – American Heartland Bank
 - g. Ordinance: Granting a Minor PUD Amendment for Signage in the Landings Office Park – Cadence Health, STAR
8. General Business
 - a. Resolution: Approving an Intergovernmental Agreement (IGA) with Tri-Cities for Police Records Management
 - b. Resolution: Approving an Intergovernmental Agreement (IGA) with Kane County – Public Safety Information Sharing
 - c. Ordinance: Amending Overnight Parking Regulations
 - d. Approval: Auxiliary Salt Storage
9. New Business
10. Reports
 - a. Staff Reports
 - b. Trustee Reports
 - c. Presidents Report
11. Public Comments
12. Airport Report
13. Closed Session: Land Acquisition, Personnel, Litigation
14. Adjournment

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

<p>Village President P. Sean Michels</p> <p>Village Clerk Cynthia Galbreath</p> <p>Village Administrator Brent M. Eichelberger</p>	 10 S. Municipal Drive Sugar Grove, Illinois 60554 Phone: 630-466-4507 Fax: 630-466-4521	<p>Village Trustees</p> <p>Robert Bohler Kevin Geary Sean Herron Mari Johnson Rick Montalto David Paluch</p>
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**September 17, 2013
Committee of the Whole Meeting
7:30 P.M.**

1. Call to Order
2. Roll Call
3. Public Comments
4. Discussion: Annexation Agreement for Property at 88 & 47
5. Discussion: Letter of Intent (LOI) with IDOT for 88 & 47 Interchange Improvements
6. Discussion Intergovernmental Agreement (IGA) with IDOT for 88 & 47 Interchange Improvements
7. Closed Session: Land Acquisition, Personnel, Litigation
8. 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. 2013-0917C

**AN ORDINANCE GRANTING AN AMENDMENT TO THE
AMERICAN HEARTLAND RESUBDIVISION PUD
ORDINANCE 2012-1030A
IN THE VILLAGE OF SUGAR GROVE**

Adopted by the
Board of Trustees and President
of the Village of Sugar Grove
this 17th day of September, 2013.

Published in Pamphlet Form
by authority of the Board of Trustees
of the Village of Sugar Grove,
Kane County, Illinois
this 17th day of September, 2013.

ORDINANCE NO. 2013-0917C

**AN ORDINANCE GRANTING AN AMENDMENT TO THE
AMERICAN HEARTLAND RESUBDIVISION PUD
ORDINANCE 2012-1030A
IN THE VILLAGE OF SUGAR GROVE**

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, American Heartland Bancshares, Inc., owner of the property legally described in SECTION ONE of this ordinance, has petitioned for a minor amendment to the American Heartland Resubdivision PUD Ordinance 2012-1030A; and

WHEREAS, the amendment requested is to address condition 3 of Ordinance 2012-1030A regarding deferred approval of some required plans; and,

WHEREAS, this ordinance would fulfill the requirements of condition 3 of Ordinance 2012-1030A, including adoption of building elevation, trash enclosure elevation, and wall sign plans, as well as a revised floor plan; and,

WHEREAS, the Plan Commission has reviewed this minor amendment at their meeting on August 21, 2013, and the Commission recommended approval by a vote of 6-0; and,

WHEREAS, the Village Board has reviewed this request and has deemed that the approval of the amendment as stated in SECTION TWO is in compliance with the Comprehensive Plan and all Ordinances of 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: LEGAL DESCRIPTION

That the property is legally described as follows:

See Exhibit "A".

SECTION TWO: PLANNED DEVELOPMENT

That American Heartland Resubdivision PUD Ordinance 2012-1030A Exhibit C is hereby amended as follows:

Condition 2 is hereby repealed and replaced in its entirety as follows:

“The Preliminary PUD, Final PUD, and Special Use for Lot 1 shall substantially conform to:

- A. the Preliminary / Final Plat, titled “Final Plat of American Heartland Resubdivision”, by Craig R. Knoche & Associates, sheets 1 and 2 of 2, dated August 14, 2012, last revised October 20, 2012;
- B. the Preliminary / Final Site / Engineering / Landscape / Photometric Plan Set, titled “American Heartland Bank”, by Craig R. Knoche & Associates, sheets C0.1 to C7.5, dated August 21, 2012, last revised October 27, 2012;
- C. the Preliminary / Final Building Elevation / Trash Enclosure Elevation / Wall Sign / Floor Plan Set, titled “American Heartland Bank and Trust”, by Studio GC Architecture & BIM, 8 sheets, dated September 17, 2013;
- D. the Preliminary / Final Ground Sign Plan, titled “American Heartland Bank & Trust”, by Aurora Sign Co., sheet 11, dated February 15, 2012;

except as such plans may be revised to conform to Village codes and ordinances and the conditions below.”

Condition 3 is hereby addressed and deleted.

SECTION THREE: REPEALER

That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION FOUR: SEVERABILITY

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

SECTION FIVE: EFFECTIVE DATE

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 17th day of September, 2013.

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

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

ATTEST:

Cynthia L. Galbreath
Clerk, Village of Sugar Grove

Exhibit A- Legal Description

LOTS 71 AND 72 IN SUGAR GROVE OFFICE AND INDUSTRIAL CENTER, BEING A SUBDIVISION OF PART OF LOT 3 AND LOT 6 IN SUGAR GROVE CORPORATE CENTER UNIT 2 BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 1992 AS DOCUMENT 92K21953, IN THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS.



The Landings
to be all HPS.

Sugar Grove Center
to be all MH.

- HPS — approved and installed.
- HPS. — approved, but MH installed.
- MH — approved and installed.

Not Developed

Not Developed

Not Developed

Not Developed

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: RICHARD YOUNG, COMMUNITY DEVELOPMENT DIRECTOR
MIKE FERENCAK, VILLAGE PLANNER
SUBJECT: ORDINANCE: MINOR AMENDMENT TO THE AMERICAN
HEARTLAND RESUBDIVISION PLANNED UNIT DEVELOPMENT
(PUD)
AGENDA: SEPTEMBER 17, 2013 REGULAR VILLAGE BOARD MEETING
DATE: SEPTEMBER 12, 2013

ISSUE

Should the Village amend the American Heartland Resubdivision PUD.

DISCUSSION

The Committee of the Whole reviewed this request at the September 3, 2013 meeting. The Committee was in favor of the amendment as presented. The proposed ordinance would address condition 3 of the PUD to have reviewed and approved Building and Trash Enclosure Elevation Plans for the site. Since the Committee meeting, the plans have been revised to label all specific materials and colors and a detail of the wall sign has been added. The proposed ordinance would approve the Building Elevation Plans, Trash Enclosure Elevation Plans, Wall Sign Plan, and the slightly revised Floor Plan.

With the approval of the American Heartland Resubdivision PUD on October 30, 2012, the parking lot lighting plan was approved. Building-mounted lighting was unknown at the time. On September 5, 2013, the applicant submitted to staff for review the revised plans (Site, Engineering, Landscape, Lighting, etc.) to address the Board conditions of approval from October 30, 2012. These will be reviewed by staff in the following days. As part of that review, staff will confirm that building-mounted lighting will be in conformance with requirements.

At the Committee of the Whole meeting, President Michels asked whether the lighting would be high pressure sodium (yellow-orange) or metal halide (white) at this site. The applicant originally submitted metal halide plans that were found to be in compliance with required foot candle levels and these were approved by the Board on October 30, 2012.

The light intensity at Walgreens is an example of metal halide lighting that is generally in compliance with the Village's foot candle level requirements and American Heartland Bank will appear much the same. Much of the metal halide lighting that was installed in earlier

years was more intense, such as the metal halide lighting at Jewel. With this less intense metal halide lighting available nowadays, the staff recommendation is to consistently apply that type of white lighting to new development and redevelopment throughout the commercial and industrial districts of the Village.

Staff does note that this particular block is where the majority of existing high pressure sodium lighting in the commercial district is located. However, in the long run, the lighting on the other properties in this block can be updated to match the rest of the Village. Please see the attached map for reference.

ATTACHMENTS

1. Minor PUD Amendment Ordinance
2. Building and Trash Enclosure Elevation Plans (including Wall Sign and Floor Plans) dated September 17, 2013
3. Map showing lighting types near Route 47 & Park Avenue

The following items were previously provided:

1. Staff Report to the August 21, 2013 Plan Commission meeting
2. Building and Trash Enclosure Elevation Plans and Floor Plan dated August 21, 2013
3. For Reference: Site Plan last revised October 27, 2012

COST

This project did not require a public hearing. Costs have been paid by the applicant.

RECOMMENDATION

That the Board adopts Ordinance 2013-0917_, An Ordinance Granting a Minor PUD Amendment for American Heartland Resubdivision, subject to attorney review.

**090VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: CINDY GALBREATH, VILLAGE CLERK
SUBJECT: VILLAGE TREASURER APPOINTMENT
AGENDA: SEPTEMBER 17, 2013 REGULAR AGENDA
DATE: SEPTEMBER 12, 2013

ISSUE

Shall the Village Board appoint a Treasurer.

DISCUSSION

Village Code and State Statute require certain Public Office positions to be appointed by the Village President with the advice and consent of the Board. There are no set term lengths for any of these offices and all serve at the pleasure of the President and Board.

As there are certain items that need to be submitted and signed by the Treasurer, such as the CAFR and the annual Treasurer's Report it is recommended that a Treasurer be appointed. Typically the Finance Director is appointed to this position. In the past when this position has been vacant the Board made the decision to appoint the Village Administrator as the Treasurer until such time the position was filled.

At this time it is recommended that Village Administrator, Brent Eichelberger be appointed as Village Treasurer.

COSTS

There are no associated costs.

RECOMMENDATION

That the Village Board upon recommendation of Village President Sean Michels ratifies to the position Village Treasurer, Brent Eichelberger.

WHEREAS, OWNER has or will perform and execute all acts required by law to effectuate such annexation; and,

WHEREAS, OWNER will perform all acts, duties and responsibilities required by this Agreement and by the VILLAGE Code to develop the Property; and,

WHEREAS, all notices required by law relating to this annexation and to this Agreement have been given to the persons or entities entitled to such notice pursuant to the applicable provisions of the Illinois Compiled Statutes; and,

WHEREAS, the Corporate Authorities of the VILLAGE have duly affixed the time for a public hearing on this Agreement and pursuant to legal notice have held such hearing thereon all as required by the provisions of the Illinois Compiled Statutes; and,

WHEREAS, in reliance upon the development of the Property in the manner proposed, OWNER, and the VILLAGE have executed all petitions and other documents that are necessary to accomplish the annexation of the Property to the VILLAGE; and,

WHEREAS, it is the desire of the VILLAGE and OWNER that the development of the Property proceed, subject to the ordinances, codes and regulations of the VILLAGE as amended; and,

WHEREAS, in accordance with the powers granted to the VILLAGE by the provisions of 65 ILCS 5/11-15.1-1 through 15.1-5, inclusive, relating to Annexation Agreements, the parties hereto wish to enter into a binding Agreement with respect to the Property and to provide for various other matters related directly or indirectly to the annexation of the Property as authorized by the provisions of said statutes; and,

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the parties agree as follows:

1. **ANNEXATION.**

OWNER has filed with the Clerk of the VILLAGE a duly executed verified petition pursuant to, and in accordance with, the provisions of 65 ILCS 5/7-1-1 *et seq.* to annex the Property and any adjacent highways to the VILLAGE subject to the approval of this Agreement. Upon execution of this Agreement the VILLAGE shall thereafter take all steps necessary to annex and zone the Property pursuant to the terms of this Agreement. It is expressly understood that this Agreement, in its entirety, together with the Petition for Annexation for the Property, shall be null, void and of no force and effect unless the Property is zoned and classified as provided in this Agreement by the adoption of ordinances by the VILLAGE contemporaneously with the annexation of the PROPERTY.

2. **ZONING.**

After annexation of the Property, the VILLAGE shall adopt an ordinance amending the provisions of the Zoning Map so as to provide that the Property shall be classified as an A-1 Agricultural District.

3. **FUTURE USE AND DEVELOPMENT.**

The Parties acknowledge that the current use of the Property is agricultural (plants, not animal husbandry which is hereby prohibited). Said use may continue upon and after annexation of the Property to the VILLAGE uninterrupted for the duration of this Agreement. Further no other uses, may be commenced, nor may any further development of the Property (of any type or character) be commenced until an amended annexation agreement for the Property is agreed to between the then OWNER of the Property (or portion of the Property) and the VILLAGE. Said Amendment shall encompass the items listed on Exhibit B and potentially other items not yet contemplated by the Parties. The VILLAGE is free to condition its approval of an amendment on any items it deems appropriate at the time and shall not be required to approve any amendment or allow any use (other than what is occurring as of the date of this agreement) unless it wishes to do so in its sole and absolute discretion. The Parties acknowledge that said discretion on the part of the VILLAGE is broad, and as such, the only remedy for the then current OWNER, if he/she/it is not satisfied with the proposed conditions of an amendment, is that he/she/it shall be permitted to disconnect the Property from the VILLAGE, pursuant to Paragraph 4 hereof.

4. **DISCONNECTION.**

A) Voluntary: As noted in Paragraph 3 hereof, the VILLAGE acknowledges that VILLAGE and OWNER have entered into this Agreement with the expectation that the Agreement would be subsequently amended to incorporate certain mutually satisfactory conditions for development, including, but not limited to, the rezoning of part or all of the Property, the issuance of special uses, and the modification of certain VILLAGE ordinances (the "Conditions of Development"). In the event that OWNER determines, anytime prior to the issuance of the first occupancy permit within the Property, that, in its sole opinion, the Conditions of Development it deems necessary for the development of the Property have not been incorporated into an Amendment of this Agreement, than OWNER may elect to disconnect the entire Property from the VILLAGE. Upon receipt of OWNER's notice of disconnection, VILLAGE and OWNER shall immediately take such actions as may be required to effect the disconnection of the Property from the VILLAGE, including but not limited to the filing of petitions and the passage of ordinances. Upon such disconnection, this Agreement shall be of no further force and effect, except as otherwise provided herein.

VILLAGE agrees that it shall not annex, incorporate, consolidate, or otherwise join any property contiguous to the Property to the VILLAGE prior to the issuance of the first occupancy permit on the Property unless such annexation, incorporation, consolidation or any other joinder of property will not: (i) affect the Property's status as located on the border of the VILLAGE and (ii) in the event the Property is disconnected, result in the isolation of any part of the VILLAGE

from the remainder of the VILLAGE. The OWNER may waive the provisions of this subparagraph without an amendment of this Agreement.

VILLAGE hereby acknowledges that if the Property is disconnected from the VILLAGE pursuant to this provision: (a) the growth prospects and plan and zoning ordinances of the VILLAGE would not be unreasonably disrupted; (b) there would be no disruption to existing municipal service facilities, such as, but not limited to, sewer systems, street lighting, water mains, garbage collection, and fire protection; and (c) if disconnected, the VILLAGE would not be unduly harmed through loss of tax revenue in the future.

B) Mandatory: In the event no amended annexation Agreement has been entered into by the Parties (or their successors), the OWNER agrees to consent (and does hereby consent) to a disconnection of the Property by the VILLAGE 19 years and 6 months after execution hereof. The OWNER agrees it shall immediately take such actions as may be required to effect the disconnection of the Property from the VILLAGE, including but not limited to, the filing of petitions.

5. **TIME IS OF THE ESSENCE.**

It is understood and agreed by the parties that time is of the essence in this Agreement, and that all parties will make every reasonable effort to expedite the subject matter hereof. It is further understood and agreed by the parties that the successful consummation of this Agreement requires their continued cooperation.

6. **BINDING EFFECT AND TERM.**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns including, but not limited to, successor OWNER of record, successor developers, lessees and successor lessees, and upon any successor municipal authority of the VILLAGE and successor municipalities for a period of twenty (20) years from the later of the date of execution hereof and the date of adoption of the ordinances pursuant hereto. The Parties agree that this Agreement may be amended, at any time. This power to amend includes the power to amend the Agreement as to only a portion of the Property. An amendment as to any portion of the Property shall only require the consent of the then OWNER of said portion of the Property and shall not require the consent of the then OWNER(s) of any other portion of the Property. It is acknowledged that this power to amend as to a portion of the Property may result in inequitable treatment between the OWNERS of portions of the Property as to obligations that may have once been uniform across the Property. The OWNER hereby agrees that the benefits of the ability to amend this Agreement (by OWNERS of portions of the Property) outweigh the potential detriments of inequitable treatment and agrees to this provision (thus binding its successor OWNERS) in spite of said potential inequities.

7. **NOTICES.**

Upon a breach of this Agreement, any of the Parties in any court of competent jurisdiction, by any action or proceeding at law or in equity, may exercise any remedy available

at law or equity.

Before any failure of any Party of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, by certified mail/receipt requested, the Party alleged to have failed to perform, state the obligation allegedly not performed and the performance demanded.

Notice shall be provided at the following addresses:

VILLAGE: VILLAGE of Sugar Grove
10 S. Municipal Drive
Sugar Grove, IL 60554

Copy to: VILLAGE Attorney:
Steven A. Andersson
Mickey, Wilson, Weiler, Renzi & Andersson P.C.
2111 Plum Street, Suite 201
Aurora, Illinois 60507-0787

OWNER:

Copy to:

8. **AGREEMENT TO PREVAIL OVER ORDINANCES.**

In the event of any conflict between this Agreement and any ordinances of the VILLAGE in force at the time of execution of this Agreement or enacted during the pendency of this Agreement, the provision of this Agreement shall prevail to the extent of any such conflict or inconsistency.

9. **PARTIAL INVALIDITY OF AGREEMENT.**

If any provision of this Agreement (except those provisions relating to the requested rezoning of the Property identified herein and the ordinances adopted in connection herewith), or its application to any person, entity, or property is held invalid, such provision shall be deemed

to be excised here from and the invalidity thereof shall not affect the application or validity of any other terms, conditions and provisions of this Agreement and, to that end, any terms, conditions and provisions of this Agreement are declared to be severable.

If for any reason during the term of this Agreement, any approval or permission granted hereunder regarding plans or plats of subdivision or zoning is declared invalid, the VILLAGE agrees to take whatever action is necessary to reconfirm such plans, plat approvals or zoning ordinances effectuating the zoning, variations and plat approvals proposed herein.

10. **MISCELLANEOUS**

A. **Headings:** The article headings are inserted for convenience only, and in no way define, limit or describe the scope or intent of any article or section of this Agreement

B. **Governing Law and Venue:** This Agreement, and the covenants and undertakings made hereunder, are performable in Kane County, Illinois, and shall be governed by the laws of the State of Illinois. Any legal proceeding of any kind arising from this Agreement shall be filed in the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois.

C. **Mutual Assurances:** The Parties shall do all things necessary or appropriate to carry out the terms and provision of this Agreement, and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as stated herein. Such actions shall include, but not be limited to, giving of such notices, holding public hearings, enactment by the VILLAGE of such resolutions, ordinances, or other measures as may be necessary to enable the Parties' compliance with the provisions of this Agreement.

D. **Amendment:** This Agreement, together with the exhibits attached hereto, may be amended only by the written agreement of the Parties, and execution of all required ordinances and after provided public notice as provided by law.

E. **Entire Agreement:** This Agreement, together with all exhibits referenced herein and attached hereto, contains all agreements, understandings, and covenants of the Parties.

F. **Conflict:** In the event there is a conflict between the terms and provision of the body of the text of this Agreement with the applicable VILLAGE codes, ordinances, or regulations, the terms and provisions of this Agreement shall control and prevail. Except as specifically provided otherwise in this agreement, all parties shall perform their obligations under this agreement in accordance with all applicable State, Federal and County laws, rules, ordinances and regulations and all VILLAGE Ordinances, resolutions and rules and regulations at the time of reference.

G. **Counterparts.** This Agreement may be signed in counterparts.

H. **Incorporation of Recitals.** The Recitals are material to this Agreement, and are

incorporated as part of this Agreement by this reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

[Space below intentionally left blank]

VILLAGE:

THE VILLAGE OF SUGAR GROVE

By: _____
VILLAGE President

Attest: _____
VILLAGE Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ and _____, personally known to me to be the VILLAGE President and VILLAGE Clerk, respectively, of the VILLAGE of Sugar Grove, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such VILLAGE President and VILLAGE Clerk, they signed and delivered the said instrument as President and VILLAGE Clerk caused the corporate seal of said VILLAGE to be affixed thereto, pursuant to authority, given by the VILLAGE of Sugar Grove VILLAGE Trustees as the free and voluntary act and deed of said VILLAGE for the uses and purposes set forth.

Given under my hand and official seal, this _____ day of _____, 201_.

Notary Public

OWNER:

By: _____

Name: _____

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and delivered the said instrument as a free and voluntary act for the uses and purposes set forth.

Given under my hand and official seal, this _____ day of _____, 201_.

Notary Public

EXHIBIT LIST

Exhibit "A"	LEGAL DESCRIPTION
Exhibit "B"	CHECKLIST OF AMENDMENT ISSUES

Exhibit "A"

LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED

Exhibit "B"

CHECKLIST OF AMENDMENT ISSUES

(Not exhaustive)

1. Zoning, Building and Planning
 - Plat and Plan
 - Landscaping
 - Engineering
 - “Lock in” code compliance for a period of years
 - Compliance with Ordinances by Contract

2. Fees, Donations & Contributions
 - Consultants Fees
 - Municipal Annexation Fees
 - Other Governmental Fees
 - Water Tap fees
 - Other Fees
 - Park Land/Cash Donations
 - School/Land Cash Donations
 - Muni/FPD Land Cash Donations
 - Special Contributions due to unique conditions (Bridges, off ramps, etc...)
 - Timing of Payments of Fees (1/3 at Final Plat, 2/3 Building Permit etc.)

3. Construction Schedules & Site Cleanup
 - Grading permits prior to Plat?
 - Model Homes & Production prior utilities (indemnification for same)
 - Sales Trailer prior to plat?
 - Developer will snow plow, mow weeds, pick up debris , repair replace soil erosion, fencing during development (Posted security)
 - Developer will snow plow streets until 80% build-out

4. Storm-water & Flood Plain Management
 - Lot line separation from high water level
 - Detention basins planting standards
 - Release rates on downstream storm-water outlets (if any)
 - Release rates established
 - Base Flood Elevations for basements
 - Compliance with Storm-water Ordinance or exempt?

5. Water & Sewer
 - Annex Fee to Sanitary Districts other districts

- Requirement to extend all utilities to far side of property
 - Over-sizing and recapture
6. Appearance Standards
- Anti-monotony codes
 - Prefab Prohibitions
 - Green (sustainable development) Requirements
 - Fence Standards
 - Lighting Standards
 - Landscape Buffers
 - Lot Landscape minimum packages
 - Parkway Trees Standards
7. Funding Mechanisms for Common Areas
- SSA or HOA
 - Backup SSA if HOA
8. Variances
- Storm-water
 - Building Code
 - Zoning
 - Street & Street Widths
9. Other Matter

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: RICHARD YOUNG, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: DISCUSSION: CROWN DEVELOPMENT ANNEXATION AGREEMENT
AGENDA: SEPTEMBER 17, 2013 COTW MEETING
DATE: SEPTEMBER 13, 2013

ISSUE

Review of a draft Annexation Agreement for the Crown Development property.

DISCUSSION

With the ongoing effort for the approval and funding of a full interchange at I-88 and IL Rt.47, staff believes that is in the best interest of the Village to annex the property owned by Crown Development near and around said interchange. The property includes a total of 792 acres and is contiguous to the Village by way of Hannaford Farm. The current use of the property is agricultural farming and this use would continue upon and after annexation until such time as a Planned Unit Development (PUD) Agreement or Planned Development District (PDD) Agreement is completed and approved as part of an Amended Annexation Agreement by the Village. The property would be zoned and classified as A-1 Agricultural District. No other uses will be allowed, nor will any further development of the property be allowed until an Amended Annexation Agreement along with a PUD or PUD has been approved by the Village.

A public hearing on this proposed annexation is scheduled to be held by the Village Board on October 1, 2013.

ATTACHMENT

- Draft Annexation Agreement for Crown Property.

COSTS

There are Village Attorney cost associated with the drafting of this agreement and public notice costs estimated to be more than \$500.

RECOMMENDATION

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

FAP Route 326
Illinois Route 47
Kane County
Job No.: P-91-015-14
Agreement No.: JN-114-502

AGREEMENT

This agreement entered into this ____ day of _____, A.D., 2013, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the VILLAGE OF SUGAR GROVE, of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH:

WHEREAS, the STATE and the VILLAGE, in order to facilitate the free flow of traffic and ensure safety to the motoring public, are desirous of improving Illinois Route 47 at Interstate Route 88 (Ronald Reagan Memorial Tollway) (FAP Route 326, State Job No.: P-91-015-14) hereinafter referred to as the PROJECT; and

WHEREAS, the STATE and the VILLAGE are desirous of completing Preliminary Engineering (Phase I) to facilitate the free flow of traffic and insure safety to the motoring public of the PROJECT; and

WHEREAS, the STATE and the VILLAGE has sent a Letter of Intent dated July 2, 2013, attached hereto as Exhibit A, which specifies the PROJECT responsibilities for the STATE and the VILLAGE; and

WHEREAS, the STATE has agreed to participate in its share of costs associated with the PROJECT as defined in Exhibit A; and

WHEREAS, the STATE agrees to advance \$735,000 of the STATE's financial participation for the PROJECT to pay for a portion of the Preliminary Engineering (Phase 1) associated with the PROJECT; and

WHEREAS, the STATE and the VILLAGE are desirous of said PROJECT in that same will be of immediate benefit to the VILLAGE residents;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The VILLAGE agrees, subject to concurrence by the STATE, to secure a qualified consultant, and enter into a professional service contract with said consultant, to provide or cause to be provided, the Preliminary Engineering (Phase 1) for a complete Combined Design Study as outlined in the STATE's "Bureau of Design and Environment Manual," except in the event that the costs of the Preliminary Engineering (Phase 1) exceed \$735,000.00, in which case the Village shall have the option of terminating its obligation to complete the Preliminary Engineering (Phase 1) unless the STATE chooses to increase its funding to the Preliminary Engineering (Phase 1) to reimburse 100% of the costs of the Preliminary Engineering (Phase 1). If the STATE elects to increase its reimbursement as contemplated herein, the VILLAGE shall complete the Preliminary Engineering (Phase 1). In the event the STATE elects not to increase its reimbursement as contemplated herein, then the Village is under no obligation to complete the Preliminary Engineering (Phase 1). In the event of termination as contemplated herein, the VILLAGE shall not be obligated to reimburse the state for any amounts expended on the PROJECT up to and through the date of termination, but shall return any unused portions of funds advanced by the STATE to the VILLAGE.

1-2. The VILLAGE also agrees to pay, or provide for the payment of the entire cost of preliminary engineering subject to reimbursement by the STATE as hereinafter stipulated.

2-3. It is mutually agreed by and between the parties hereto that the estimated cost of Preliminary Engineering (Phase I) is \$753735,000.00.

3-4. The STATE agrees to reimburse the VILLAGE, \$753735,000.00 for the costs associated with the Preliminary Engineering (Phase I) or such additional amount as provided for in paragraph 1 hereof.

4-5. It is mutually agreed between the STATE and the VILLAGE that the \$753735,000.00 STATE reimbursement for the Preliminary Engineering (Phase I) as covered under this AGREEMENT shall be considered as part of the STATE's maximum financial commitment for the PROJECT of \$4,925,000.00 as defined in Exhibit A of this AGREEMENT. The STATE's remaining \$4,190,000.00 of financial commitment for the PROJECT will be reimbursed to the VILLAGE via separate documents in the future. Until such additional agreements are executed, the Village's sole obligation under this agreement and the Letter of Intent dated July 2nd 2013 (Exhibit A) is to fulfill the terms hereof. Until additional agreements are negotiated, agreed to and executed between the parties hereto, no additional obligations of the LOI are binding on the Village.

5-6. Upon proof of retention of a qualified consultant, receipt of the first and subsequent progress payments made to the qualified consultant and receipt of an

invoice from the VILLAGE, the STATE will reimburse the VILLAGE for the amount invoiced until the entire obligation incurred under this AGREEMENT has been fulfilled. The STATE reserves the right to approve any additional costs above the estimated \$~~753735~~735,000.00 prior to the VILLAGE expending said additional costs. Any State approved additional costs shall be considered as part of the STATE's maximum financial commitment for the PROJECT of \$4,925,000.00.

~~6-7.~~_____ The VILLAGE shall maintain, for a minimum of three years after the completion of the Project, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the Project shall be available for review and audit by the Auditor General and other STATE Auditors, and the VILLAGE agrees to cooperate fully with any audit conducted by the Auditor General and other STATE Auditors, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

~~7-8.~~_____ The VILLAGE agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and non-discrimination regulations required by the STATE.

~~8-9.~~_____ All work which is financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

9.10. The VILLAGE, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The VILLAGE shall carry out applicable requirements of 49 CFR, Part 26, in the award and administration of STATE assisted contracts. Failure by the VILLAGE to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the STATE deems appropriate.

10.11. It is the intent of the State that all or a portion of the costs of this project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State. This provision in no way constitutes an obligation of the Department to use any particular funding or to confer a contractual or other right to demand that any particular funding be used.

Obligations of the STATE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the Preliminary Engineering (Phase 1) contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

VILLAGE OF SUGAR GROVE

Attest:

Village Clerk

(Print)

Date: _____

(SEAL)

By: _____
(Signature)

By: _____
Print or Type

Title: _____

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Ann L. Schneider
Secretary of Transportation

Date: _____

By: _____
Omer A. Osman
Director of Highways/Chief Engineer

Date: _____

By: _____
Matthew R. Hughes
Deputy Director of Highways

Date: _____

By: _____
Michael A. Forti
Chief Counsel

Date: _____

TIN CERTIFICATION

The VILLAGE certifies that:

1. The number shown on this form is the VILLAGE's correct taxpayer identification number (or the VILLAGE_) is waiting for a number to be issued to them), and
2. The VILLAGE is not subject to backup withholding because: (a)the VILLAGE is exempt from backup withholding, or (b) the VILLAGE has not been notified by the Internal Revenue Service (IRS) that the VILLAGE is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the VILLAGE no longer subject to back-up withholding , and
3. The VILLAGE's person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien)

Taxpayer Identification Number: _____

Legal Status

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Government |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (Non Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral home /Cemetery |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> D= Disregarded entity |
| | <input type="checkbox"/> C= Corporation |
| | <input type="checkbox"/> P= Partnership |

**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: DISCUSSION: INTERGOVERNMENTAL AGREEMENT WITH IDOT FOR
PHASE I ENGINEERING ON THE I-88 AND IL ROUTE 47
INTERCHANGE PROJECT
AGENDA: SEPTEMBER 17, 2013 COMMITTEE OF THE WHOLE MEETING
DATE: SEPTEMBER 10, 2013

ISSUE

Should the Village authorize an Intergovernmental Agreement with the Illinois Department of Transportation Phase I engineering on the I-88 and IL Route 47 Interchange Project.

DISCUSSION

The Village met several times with various entities regarding making the I-88 and IL Route 47 interchange a full interchange. Interested parties included the Illinois Department of Transportation (IDOT), the Illinois State Toll Highway Authority (ISTHA), Kane County Division of Transportation (KDOT), and larger landowners in the vicinity of the interchange.

In December 2010, a Feasibility Study was completed and delivered to the interested parties. Several changes have occurred within this project since then, including the Prairie Parkway. These changes have paved the way for this project to be funded by IDOT and have necessitated moving forward with the next steps in the process. One of those steps is a Letter of Intent (LOI) from IDOT signed by all interested parties (also being discussed at the September 17, 2013 COTW meeting) and an IGA with IDOT for Phase I Engineering.

The Village has been coordinating with IDOT in regards to cost participation towards the proposed improvement. The State has agreed in principle to provide a total of \$4,925,000.00 towards the estimated delivery cost of the project including \$735,000.00 for Phase I engineering and the Village will be the lead agency for this phase. The remaining \$4,190,000.00 will be utilized during the construction phase. All allocations from IDOT will be paid utilizing a reimbursement method of payment. At this time, the IGA being discussed is specific to Phase I engineering only. All future financial commitments will be covered under separate agreements, including the allocation of the

remaining \$4,190,000.00 from the State. Attached is the Draft Intergovernmental Agreement for review. This agreement is being finalized; however, it reflects the Village's edits and is subject to Attorney Review prior to final acceptance.

COST

The main costs associated with the IGA will be due to legal review of the document.

RECOMMENDATION

That the Village Board review and discuss the proposed intergovernmental agreement and direct Staff to bring it forward for approval at the October 1, 2013 Regular Board meeting.



Illinois Department of Transportation

Division of Highways/Region One / District One
201 West Center Court/Schaumburg, Illinois 60196-1096

July 2, 2013

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

Dear Village President Michels:

Our Department transmitted a Letter of Intent to the Village of Sugar Grove on September 25, 2012 to outline the anticipated State financial participation in the locally initiated interchange reconstruction project at Illinois Route 47 and Interstate Route 88 (Ronald Reagan Memorial Tollway). This Letter of Intent was not executed by the Village of Sugar Grove, Kane County, or the Illinois State Toll Highway Authority and the original was not returned to our office. Although the Letter of Intent was not executed, the State financial participation outlined in the September 25, 2012 Letter of Intent has been identified in our FY 2014-2019 Proposed Multimodal Transportation Improvement Program released earlier this year.

In addition to the programming of the anticipated State financial participation in this locally initiated improvement, several other factors have changed since the initial Letter of Intent necessitating revisions to the terms and conditions of the initial Letter of Intent. Consequently, this letter will serve as the Letter of Intent and will supersede the letter dated September 25, 2012. This revised Letter of Intent will outline the anticipated financial participation by State of Illinois, through the Illinois Department of Transportation (IDOT), in this future improvement.

The Illinois Tollway, the Kane County Division of Transportation, and the Village of Sugar Grove, acting as the lead agencies, desire to improve the existing interchange at Interstate Route 88 (Ronald Reagan Memorial Tollway) and Illinois Route 47 by reconstructing the existing interchange facility to provide full access in all directions.

Based on the Interchange Feasibility Study provided by the Village of Sugar Grove at the August 22, 2012 meeting, the anticipated total project cost for construction, land acquisition, utility relocation, and engineering is \$19,700,000 for the recommended conventional diamond interchange. Based on the Tollway's current Interchange Cost Sharing Policy and IDOT's participation in other locally sponsored interchange reconstruction projects, IDOT's anticipated overall financial participation in the project is \$4,925,000, or 25% of the total project cost. The State's anticipated financial participation in the proposed interchange reconstruction project is subject to the following terms and conditions:

- The Village of Sugar Grove will continue to act as the lead agency and will coordinate any and all future aspects of the improvements associated with the State-owned portion of the proposed interchange facility with IDOT.
- The State's financial participation is limited to the payable construction items associated with the State-owned portion of the proposed interchange facility. Please see attached Exhibits "A" and "B" for further information regarding IDOT's cost participation policies.
- The Village of Sugar Grove will serve as the lead agency performing all necessary preliminary engineering. All preliminary engineering involving the State-owned portion of the proposed interchange facility is subject to review and approval by IDOT.
- The Tollway will serve as the lead agency for all right-of-way engineering and right-of-way acquisition necessary for the construction of the State-owned portion of the interchange facility. The right-of-way acquired to accommodate improvements to the State-owned portion of the proposed interchange facility will ultimately be conveyed to the State of Illinois.
- The Tollway will serve as the lead agency for the coordination of any utility relocation necessary to accommodate the improvements to the State-owned portion of the proposed interchange facility. The Tollway agrees to provide IDOT as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing and proposed IDOT right-of-way which require adjustment as part of the improvement. IDOT will cause any necessary utility adjustments to existing utilities located within existing or proposed IDOT right-of-way to be performed in accordance with IDOT utility relocation cost participation as outlined in the attached Exhibit "A".
- The Tollway will serve as the lead agency for the preparation of any and all plans and documents necessary to facilitate the proposed interchange reconstruction project and will award any and all contracts associated with the proposed interchange reconstruction project.
- The Village of Sugar Grove will secure all funding necessary to award the aforementioned construction contracts. The State's financial participation is included in IDOT's FY 2014-2019 Proposed Multi-Modal Transportation Improvement Program.
- At the request of the Village of Sugar Grover and the Kane County Division of Transportation, a portion of the federal SAFETEA-LU National Corridor Infrastructure Improvement Project funding previously allocated towards the Prairie Parkway project will be allocated towards the locally initiated Illinois Route 47 at Interstate Route 88 interchange project.

- During the development of IDOT's FY 2014-2019 Proposed Multi-Modal Transportation Improvement Program, the Village of Sugar Grove provided an estimate of the Phase I engineering costs based on the federal process since federal funds are identified for the project as requested by the Village of Sugar Grove and the Kane County Division of Transportation. The Village of Sugar Grove's Phase I engineering estimate is \$735,000 and this amount will be included in the Department's FY 2014 Annual Highway Improvement Program. The Department's remaining portion of our \$4,925,000 commitment, or \$4,190,000 is programmed in FY 2015-2019 Multi-year timeframe.
- Any additional funding secured by the lead agency (ies) for improvements at the proposed interchange facility from other agencies not currently involved in the proposed project, or from developers adjacent to the proposed interchange facility, will be proportionally applied towards the total project cost of the improvements. This provision does not apply to any additional funding secured from developers that are not immediately adjacent to the proposed interchange facility.
- The State's maximum anticipated financial participation in this locally initiated improvement is \$4,925,000. Any cost adjustments, including inflationary costs, that alter the State's maximum anticipated financial participation will require formal request by the Village of Sugar Grove and written approval by IDOT. Any written request for an increase in the State's maximum anticipated financial participation must be accompanied by supporting documentation substantiating the request.
- The Tollway shall advertise and receive bids, and obtain concurrence from all agencies involved in the proposed interchange reconstruction project as to amount of bids (for work to be funded wholly or partially by all agencies) before award of the contract(s).
- IDOT and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) and access to construction inspection records during the progress of work on all contracts involving the State-owned portion of the proposed interchange reconstruction project.
- Upon completion of the proposed interchange reconstruction project the State will maintain or cause to be maintained the State owned portion of the proposed interchange facility in accordance with the Tollway's Type 3 bridge structures that intersect the Tollway right-of-way (an intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway). The State will also maintain or cause to be maintained the portions of the State owned facilities beyond the Tollway right-of-way.

If you are in general agreement with the terms outlined in this Letter of Intent, please indicate your concurrence in the area specified below. The executed Letter of Intent will serve as the basis for future Intergovernmental Agreement(s). The inclusion of the Phase I engineering in our FY 2014 Annual Highway Improvement Program will allow for the processing of a Phase I agreement between the Department and the Village of Sugar Grove upon execution of this Letter of Intent. Our Department will make every effort to program our remaining financial participation in a future program year to coincide with the anticipated timeframe associated with the construction of the proposed improvement. IDOT will execute future intergovernmental agreement(s) for future project activities, including construction, upon inclusion of our project funding in a future Annual Highway Improvement Program.

If you have any questions or need additional information, please contact me or Mr. Jose Rios, Engineer of Program Development, at (847) 705-4118.

Very truly yours,



John Fortmann, P.E.
Deputy Director of Highways,
Region One Engineer

THE VILLAGE OF SUGAR GROVE

By: _____
President

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Executive Director/Chairman

Date: _____

KANE COUNTY

By: _____
Chairman, Kane County Board

Date: _____

Exhibit "A"

TRAFFIC SIGNAL PARTICIPATION

Within the improvement limits involving the State-owned portion of the interchange facility, existing traffic signals will be installed, modernized, or relocated to conform to Federal Highway Administration (FHWA) requirements. The cost participation associated with traffic signal installation, modernization, or relocation will be in accordance with 92 Ill. Adm. Code 544 "Financing of Traffic Control Signal Installations, Modernization, Maintenance, and Operation on Streets and Highway under State Jurisdiction."

Traffic signals may be installed only where conditions meet warrants established in the current Illinois Manual on Uniform Traffic Control Devices. If a new signal installation is warranted, it may be included within the roadway improvement.

Current IDOT policy requires that IDOT and Local Agency (ies) share the responsibility for installation, modernization, and relocation of traffic signals. The installation, modernization, and relocation of pedestrian signals associated with traffic signal improvements will also require the Department and Local Agency (ies) to share financial responsibility. The eligible share of the cost to each agency will be in proportion to the number of intersection approaches that the agency maintains. Generally, traffic signal costs are 80% Federal and 20% non-Federal based on established cost participation policy (90% Federal and 10% non-Federal for safety projects). IDOT will participate in the non-Federal portion for the State-owned legs of an intersection. At locations where all legs of an intersection are State-owned, IDOT will participate in 100% of the cost of the traffic signal installation, modernization, or relocation. Closely spaced new or modernized traffic signals within the improvement limits generally require signal coordination or hardware interconnection for the purpose of providing vehicle progression. IDOT will be financially responsible for 100% of coordination or interconnection costs.

IDOT will be financially responsible for 100% of the installation and modernization of traffic signals at ramp terminals of ramps connecting to or from a State highway.

The entire cost of installing push button ("Fire pre-emption") and emergency vehicle pre-emption equipment ("Opticom") is the responsibility of the requesting local fire district or municipality.

The entire cost of installing, modernizing, relocating, maintaining and energizing private benefit signals is the responsibility of the private benefit agency being served by the traffic signals. However, IDOT will enter into a formal agreement for a private benefit signal installation only with the local jurisdictional or governmental agency.

It should be noted that an agency involved might voluntarily assume responsibility for another agency's share of the cost in order to expedite the installation or modernization.

When warrants are met for school crossing signals at public road intersections, the eligible share to each agency for the installation and modernization cost shall be split on a 50/50 basis or in proportion to the number of intersection approaches that each agency maintains.

TRAFFIC SIGNAL MAINTENANCE

At intersections lying wholly outside the Corporate Limits of any municipality, IDOT will be responsible for the maintenance of the signals.

At intersections lying wholly or partially within the Corporate Limits of one or more municipalities, IDOT will assume the following costs for the maintenance of traffic signals on State highways within municipalities:

- (A) The total costs for all signals at the intersections of two or more State highways.
- (B) The total costs for all signals at the intersections along State highways that have an average daily traffic in excess of 35,000 vehicles per day as shown on the latest published edition of the traffic volume (AADT) map. The District Engineer will determine the limits of this section within the municipality.
- (C) The total costs for all signals located at the terminals of ramps connecting to or from a State highway.
- (D) At all other intersections IDOT and the municipalities will share in the cost of signal maintenance. The cost to the municipalities will be in proportion to the number of approaches that they maintain.

ENERGY CHARGES

The division of financial responsibility for the energy charges will be as follows:

- (A) At intersections lying wholly outside the Corporate Limits of any municipality, IDOT will pay the energy charges for the operation of the signals.
- (B) At intersections lying wholly within the Corporate Limits of a municipality, IDOT and the municipality will share the energy charges according to the proportionate number of intersection approaches maintained by each agency.
- (C) At intersections lying partially within the Corporate Limits of one or more municipalities, the municipalities will be responsible for the energy charges.

Traffic Signal Master Agreements, consummated by IDOT, give municipality defined maintenance and energy responsibilities required for the operation of traffic signals. New traffic signal improvements shall contain maintenance and energy provisions in the improvement agreement adding the new traffic signals to said Master Agreement. Existing traffic signals to be modernized or relocated, shall contain maintenance and energy provisions in the improvement agreement indicating traffic signal maintenance and energy responsibilities for given traffic signal(s) shall continue to be as outlined in the Master Agreement. Certain circumstances, such as jurisdictional transfers of roadway segments affecting signalized intersections with the improvement limits, could result in a revision to maintenance and energy responsibilities contained in the Master Agreement for a given traffic signal(s). An amendment to the Master Agreement would be required.

IDOT does not share in maintenance costs for school crossing signals unless specified otherwise in the Master Agreement or if the school crossing signals are installed at public road intersections for which the maintenance costs shall be shared in proportion to the number of intersection approaches that each agency maintains.

PARKING LANES

If a new parking lane is added, IDOT will participate in 50% of the cost if the ADT is greater than 5,000 vehicles per day and if the pavement composition and lane width meets the IDOT criteria. The municipality would assume the total cost (100%) of the parking lane if the pavement composition or lane width does not meet IDOT criteria or if the ADT is less than 5,000 vehicles per day.

If an exclusive existing parking lane requires resurfacing, IDOT will participate in 50% of the milling and resurfacing costs for parking with lane widths equal to or less than the adjacent travel lanes. The municipality will assume the total cost (100%) of the milling and resurfacing costs for that portion of the parking that is greater than the width of the adjacent travel lane. The municipality will also assume 100% of any base repair cost for the entire width of the existing parking as well as any patching and curb and gutter repairs. If the municipality declines to participate, a very minimal amount of resurfacing would be done IDOT expense. (Minimal amount of resurfacing is defined as a taper across the parking lane ranging from approximately 1½ inch thick adjacent to the through lane to 1 inch or less adjacent to gutter line).

IDOT will assume the total cost (100%) associated with the milling and resurfacing of parking lanes when parking is eliminated during one or more peak hours.

The municipality is responsible for the total cost (100%) of reconstructing existing parking and any adjacent curb and gutter.

The State will not consider an improvement of a State-maintained highway unless the proposed parking or existing parking adjacent to the traffic lanes is parallel parking except as provided under Chapter 95 1/2 Art. 11-1304(c) (Illinois Revised Statutes).

Parking prohibition ordinances will be required through areas where there are no parking lanes.

ROADWAY MAINTENANCE

The State will assume the maintenance cost associated with the through traffic lanes, turning lanes, and the curb and gutter adjacent to these traffic lanes. The municipality will assume the maintenance cost associated with all other facilities including but not limited to items such as storm sewers, parkways, exclusive parking lanes, curb and gutter adjacent to the parking lanes, sidewalks, landscape features, appurtenances, etc.

UTILITY RELOCATION

Municipal utilities, installed by permit and requiring relocation, will be relocated at no expense to the Department.

Municipal utilities installed prior to the Department's assuming maintenance of the roadway will be relocated, if required, at IDOT expense.

The cost of any improvement to, or betterment of municipal utilities, would be the entire financial responsibility (100%) of the local agency.

ROADWAY LIGHTING

Existing highway lighting that is owned and maintained by the municipality, will be relocated and upgraded to current standards. New lighting, proposed by the municipality, may be incorporated into the total improvement plans.

The cost of the above work would be the entire financial responsibility of the local agency.

PEDESTRIAN AND BICYCLE FACILITIES

Sections 17 Bicycle and Pedestrian Accommodations and 48-2.04 Sidewalks of the IDOT Bureau of Design and Environment Manual establish the criteria to determine pedestrian and bicycle needs. Maintenance responsibilities as well as State and local agency participation toward the cost of these facilities included as part of a roadway construction contract on a State route shall be in accordance with Sections 5-03 and 5-05 of the Bureau of Design and Environment Manual as follows.

Maintenance Responsibilities – The Municipality will maintain any new or replacement sidewalks the Department provides in conjunction with the highway improvement project, excluding those constructed on structures. The Municipality will also maintain any bicycle paths associated with the State highway project other than that portion of the bicycle path carried on state structures. The State will assume the maintenance responsibilities for On-Road Bicycle Lanes or Wide Outside Lane and Widened Shoulders constructed as bicycle accommodations.

Cost Participation

1. New and Deteriorated Sidewalks – Use the criteria in Chapters 17 and 48 to determine the warrants for sidewalks. If these criteria are met and the Local Agency agrees to maintain the sidewalks, proportion the improvement costs associated with new or deteriorated sidewalks as follows:
 - a. New Sidewalks – Proportion the cost between the State and Local Agency at 80/20 for new sidewalks within the project termini or for short distances outside the project termini as may be required to connect sidewalks to significant pedestrian generators (e.g., schools, transit facilities). The Phase I Study Report will document the need for sidewalk construction.
 - b. Deteriorated Sidewalks – The Local Agency will pay 100% of the cost to remove existing deteriorated sidewalks. Proportion the cost 80/20 between the State and Local Agency for deteriorated sidewalk replacement when associated with a highway project. Local Agency will pay 100% of the cost of decorative sidewalks.
 - c. Sidewalk Removal and Replacement – The State is 100% financially responsible for removing and replacing existing sidewalks if such a need is caused by the construction of an IDOT highway improvement.
2. Bicycle Accommodations – Use the criteria in Chapter 17 to determine the warrants for bicycle accommodations. If these criteria are met and the Local Agency agrees to maintain the bicycle accommodation as appropriate, proportion the improvement costs associated with the bicycle accommodations as follows:

- a. On-Road Bicycle Lanes – Proportion the cost 80/20 between the State and Local Agency for the construction of new on-road bicycle lanes as indicated by the facility selection criteria contained in Chapter 17.
 - b. Wide Outside Lanes and Widened Shoulders – The State will pay 100% of all costs for wide outside lanes or widened shoulders indicated for bicycle accommodation.
 - c. New Paths – Proportion the cost 80/20 between the State and Local Agency for construction of new paths within the project termini or for short distances outside the project termini as may be required to connect paths to significant bicycle traffic generators (e.g., schools, transit facilities). The Phase I Study Report will document the need for path construction.
 - d. Path Removal and Replacement – The State is 100% financially responsible for removing and replacing existing paths if such a need is caused by the construction of an IDOT highway improvement.
 - e. Adjustment of Existing Paths – If an existing path requires adjustment due to an IDOT improvement, the State will pay 100% of the adjustment cost. The Department will construct the replacement in accordance with IDOT path criteria. The Local Agency is 100% financially responsible for path adjustments that are caused or initiated by a work request from the Local Agency.
 - f. Paths Above and Beyond Selection Criteria – If facility selection criteria for side paths are not met and the Local Agency still requests side path installation, the Local Agency is 100% financially responsible for all costs for installation of the path above those costs for the improvement identified in the selection criteria, including any necessary right-of-way and construction.
3. Utility Adjustments and Other Items – Proportion the cost 80/20 between the State and Local Agency for reimbursable utility adjustments as defined in Chapter 6, Section 6-1.03 of the BDE Manual, as well as pedestrian barriers, retaining walls, and other collateral items that are required solely for pedestrian and bicycle accommodations not necessitated by the IDOT project. The Local Agency is responsible for 100% of the costs for right-of-way, utility adjustments, barriers, retaining walls, and other collateral items that are not required solely for the pedestrian and bicycle accommodations.
 4. Right-of-Way – Proportion the cost 80/20 between the State and Local Agency for right-of-way if acquired solely for sidewalk construction. Also, the Local Agency will pay 100% of the construction costs for sidewalks associated with the construction of on-system parking not necessitated by the IDOT project. The State will pay 100% for right-of-way if additional right-of-way is required to construct an IDOT-proposed highway cross section.
 5. Local Agency Does Not Accept Maintenance Responsibilities – If the Local Agency does not agree to maintain the sidewalk, the State will not construct it, even if it is warranted. However, the State will take reasonable actions to not preclude future additions of sidewalk at such locations.
 6. Local Agency Does Not Choose To Participate – If the local agency chooses not to participate financially in the bicycle or pedestrian accommodation, the Department will request that that local agency pass a local resolution indicating their non-participation and have this noted in the Phase I Project Report.

ADDITIONAL WORK

IDOT would be receptive to considering additional highway related work items suggested and paid for by the local agency for incorporation within the improvement, providing that the additional work items would not delay the implementation of the project. Such items could include lighting, over-size storm sewer, utilities, emergency vehicle pre-emption equipment etc.

The local agency may be expected to provide plans, specifications, and estimates for such additional work that is requested to be incorporated into the contract plans for the State-owned portion of the project. Said plans and specifications shall be of such quality to facilitate inclusion in the contract package and shall be available in a timeframe consistent with anticipated contract processing schedules and deadlines.

EXHIBIT "B"

The following improvements are optional and may be incorporated into this traffic signal improvement if the municipality requests it. Construction costs and engineering costs of these items would have to be borne entirely by the municipality. Please check the appropriate square. The Bureau of Traffic will not proceed with the design of plans for this improvement until this questionnaire has been completed.

Construction bracket-mounted traffic signals on existing street lighting standards.

Yes No

Install emergency fire pre-emption equipment.

Yes No

If "Yes" indicate what type: _____

Type of existing parking on the four approaches of this intersection:

Parallel Diagonal Existing Parking Prohibition Ordinance

Would the municipality be willing to prohibit existing parking, including any off street parking within the limits of the State right-of-way, on the approaches to this intersection? (Depending upon individual situations the minimum distance for no parking from the stop line, along any approach, would vary from 30 to 250 feet).

Yes No

Is this intersection located at an established school crossing?

Yes No

If "Yes", across which leg or legs of the intersection do children cross?

North South East West

Additional comments:

By:

Date:

**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: DISCUSSION: LETTER OF INTENT FOR THE I-88 AND IL ROUTE 47
INTERCHANGE PROJECT
AGENDA: SEPTEMBER 17, 2013 COMMITTEE OF THE WHOLE MEETING
DATE: SEPTEMBER 10, 2013

ISSUE

Should the Village authorize a Letter of Intent with the Illinois Department of Transportation for the I-88 and IL Route 47 Interchange Project.

DISCUSSION

The Village met several times with various entities regarding making the I-88 and IL Route 47 interchange a full interchange. Interested parties included the Illinois Department of Transportation (IDOT), the Illinois State Toll Highway Authority (ISTHA), Kane County Division of Transportation (KDOT), and larger landowners in the vicinity of the interchange. During this meeting, it was determined that a feasibility study was necessary to move this idea forward.

In December 2010, a Feasibility Study was completed and delivered to the interested parties. Several changes have occurred within this project since then, including the Prairie Parkway. These changes have paved the way for this project to be funded by IDOT and have necessitated moving forward with the next steps in the process. One of those steps is a Letter of Intent (LOI) from IDOT signed by all interested parties.

The LOI is a document originated by IDOT that outlines the terms, conditions and areas of responsibility each agency will assume during the project. All future commitments for interested agencies would be subject to future IGA's between the parties. Some of the conditions include but are not limited to:

- Lead agency designations
- Financial obligations of IDOT
- Right of way acquisition responsibility
- Maintenance obligations
- Bid documents / plan development responsibilities
- Utility relocations responsibilities

- Funding allocations

Of the above mentioned conditions, The Village will be the Lead Agency for the following:

- Phase I engineering
- Coordination of all future improvements associated with IDOT right of way or facilities
- Preliminary engineering
- Securing funding from the other agencies for construction after bid award

The LOI is a crucial component in moving forward with the project, as it acts as the trigger for the State to program this project into their FY 2014-2019 Proposed Multimodal Transportation Improvement Program and allows the Village to begin the process of developing the IGA with IDOT for Phase I engineering. The LOI will also need to be executed by the Tollway and Kane County.

COST

The main costs associated with the LOI will be due to legal review of the document.

RECOMMENDATION

That the Village Board review and discuss the proposed Letter of Intent and direct Staff to bring it forward for approval at the October 1, 2013 Regular Board meeting.

RESTATED
Intergovernmental Agreement
For Tri-City Police Records

This Agreement which was made and entered into on the Fourth day of September 2007, and amended on April 1, 2013, is hereby amended on September 16, 2013, by restating the Agreement in its entirety.

The CITY OF BATAVIA, located in Kane and DuPage Counties, Illinois,
the CITY OF GENEVA, located in Kane County, Illinois,
the CITY OF ST. CHARLES, located in Kane and DuPage Counties, Illinois,
and the VILLAGE OF SUGAR GROVE, located in Kane County, Illinois,
hereby agree as follows:

1. Parties

1.1. Each of the parties to this Agreement is a municipal corporation organized and existing under the authority of the Municipal Code of 1961 (Illinois Compiled Statutes) and predecessor statutes. Each municipal corporation shall hereinafter be called "Batavia," "Geneva," "St. Charles," or "Sugar Grove" as the context may require.

2. Purpose

2.1. The purpose of this Agreement is to unite the parties in a cooperative agreement to share data processing equipment and software used to provide electronic records management services for the Police Departments in each municipality. Batavia, Geneva, St. Charles, and Sugar Grove agree that combining records will facilitate inter-department communication and cooperation, thus serving the citizens of all four communities effectively.

3. Name

3.1. For convenient reference, the name by which this Agreement shall be known is the "Tri-City Police Records Agreement."

4. Legal Basis

4.1. This Agreement is executed pursuant to the provisions of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et. seq.*, and other legal authority.

5. Definitions

5.1. "New World" – New World Systems Corporation, a Michigan Corporation.

5.2. “New World License Agreement” – The agreement between Batavia and New World entitled “New World Standard Software License and Services Agreement” executed on February 19, 2007.

5.3. “System” – A combination of the software licensed from New World in the New World License Agreement and certain data processing equipment purchased by Batavia for the purpose of operating the New World software. The System shall be comprised of the actual operational equipment, software and data, as well as a second copy of the core New World records software for purposes such as testing the New World software or training personnel.

5.4. “Partners” – All parties to this Agreement other than Batavia.

5.5. “Geographic Information Systems (GIS) Data License” – Terms as outlined in Appendix 1, which is attached hereto and incorporated into this Agreement.

6. Term of Agreement

6.1 The Term of this Agreement shall be in effect for a period of three (3) years, beginning March 1, 2007, and ending February 29, 2010. Thereafter it shall automatically be renewed with no affirmative action by the parties for successive three (3) year periods commencing March 1 of each year until notice of termination is given as provided in Section 12. The parties hereto acknowledge that the duration of the initial and renewal terms of this Agreement is authorized pursuant to Paragraph 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7).

7. Services Provided by Batavia

7.1. Batavia shall provide the Partners with electronic access to the System. Partners shall also be permitted to utilize services from Batavia or from New World as provided in this section.

7.2. Batavia shall provide system management and administration functions for the System, including the following:

7.2.1. Installation, configuration, and administration of the operating system on each piece of equipment;

7.2.2. Installation of patches and upgrades to the operating systems;

7.2.3. Regular backups of the operating systems, software, and data in accordance with Batavia policies and procedures;

7.2.4. Installation and overall administration of the New World software and database system;

7.2.5. Installation of patches and upgrades to the New World software and database system;

7.2.6. Maintenance of network equipment and infrastructure owned or operated by Batavia;

- 7.2.7. For the purposes of compliance with any requests for information under the provisions of the Illinois Freedom of Information Act (5 ILCS 140/7 et. seq.), hereinafter referred to as “FOIA”, Batavia shall not be an agent of the Partners; and
- 7.2.8. Incorporate GIS map data provided by the Partners into the System and update the data as provided in Section 4 of Appendix 1.
- 7.3. The parties shall have access to the New World software components as described in Section 10. The parties shall also have access to their data stored in the database system used by the New World software.
- 7.4. Batavia shall undertake reasonable efforts to ensure access to the System but shall not, under any circumstances, guarantee the access to use the System. Certain events or circumstances, including but not limited to, hardware or software failures, may result in unscheduled downtime of the System. Batavia shall respond in a reasonable fashion to all unscheduled downtime and shall make reasonable efforts to prevent such unscheduled downtime.
- 7.5. From time to time, the System will require scheduled downtime for maintenance, repair or other purposes. Batavia shall attempt to minimize the period of downtime and shall provide reasonable notice to Partners of the expected time and duration of downtime. Such downtime shall be scheduled during pre-arranged, mutually agreeable time periods, and whenever possible, scheduled to avoid periods during unusual circumstances such as festivals or other events.
- 7.6. Batavia shall take reasonable action to protect the integrity of the System or other data processing systems operated by Batavia if a security breach is identified. Such action may require temporary interruption of services to the Partners. Batavia shall make reasonable efforts to promptly address the situation, including working with the Partners as necessary to remedy the problem.
- 7.7. Batavia shall not make any planned changes to the System or the means by which the Partners communicate with the System that could be reasonably expected to adversely affect the Partners’ ability to use the system without prior consent from all Partners.
- 7.8. Each party shall designate one or more people from their organization that shall be authorized to contact New World in order receive telephone support for the use of the System, subject to any limitations imposed by New World.
- 7.9. Partners are responsible for procuring all necessary equipment for them to access the System. Each party is also solely responsible for all costs of maintaining, repairing or operating their equipment, including any equipment required to access the System.

7.10. Batavia shall, to the extent of its capability, assist Partners in obtaining necessary technical data to ensure compatibility of Partners' computers and related equipment with the System. Batavia shall also make reasonable efforts to coordinate communications between a Partner and New World as necessary to facilitate the Partner's access to the System.

8. Governance of System Operation

8.1. A Policy Board shall be established to provide all parties with equal participation in certain decisions regarding the operation of the System as set forth in this section. The Policy Board shall not have the authority to bind or otherwise limit the Partners.

8.2. The Policy Board shall be comprised of the Chief of Police, or their assigned representative, of each of the parties of this Agreement.

8.3. Policy Board meetings may be called by any member of the Policy Board by providing notice to all other members at least forty-eight (48) hours in advance of the meeting time.

8.4. Each member of the Policy Board shall be entitled to cast one (1) vote on each matter brought to a meeting of the Policy Board for action. A quorum, defined as the majority of the members of the Policy Board, is required for the Policy Board to take action.

8.5. A majority vote of the Policy Board is required to successfully pass an action on items presented to the Policy Board.

8.6. The Policy Board shall act on matters related to policies, procedures, and other operational matters that require the cooperation of the parties in order to use or operate the System in an effective manner.

8.7. The Policy Board shall act on changes in the New World software components and/or the parties using particular components as outlined in Section 10. When changes are agreed upon by the Policy Board, the Policy Board shall recommend to the parties' City Councils that they, jointly and severally, take such necessary action to modify this Agreement accordingly, and, if required, to authorize any related expenditures.

8.8. The Policy Board shall act to determine the terms and length of a renewal of the Standard Software Maintenance Agreement ("SSMA") between Batavia and New World. The Policy Board will then recommend to the parties' City Councils that they take action to execute the agreement with New World and to authorize any related expenditures. To enter into a renewal term longer than three (3) years, the Policy Board must agree by unanimous vote rather than a majority vote. Should the Policy Board fail to successfully approve the renewal prior to the

expiration date of the then-current term, then Batavia shall have the right, at its option, to renew the SSMA for one (1) year, fifteen (15) days prior to the expiration of the then-current term.

8.9. The Policy Board shall not take any action that would violate or otherwise conflict with the New World License Agreement.

8.10. The Policy Board shall, as it deems necessary, create committees for collaboration between the parties on various functional or technical aspects of the System. Such committees shall be structured to provide equal representation from all parties.

9. Permitted Uses

9.1. Subject to the provisions relating to FOIA requests, there shall be no release or publication of data stored in the System that was entered by another party without the entering party's prior written approval. In the event that one party receives a request for information under the provisions of FOIA that may require a release of information that was not entered by that party, then that party shall notify the entering party that such a request has been made. The party receiving such a request shall process it using their policies and procedures for similar requests made under the provisions of FOIA.

9.2. Partners shall be permitted to utilize the System for the purpose of operating the New World software. All use of the system by the Partners shall be consistent with the New World License Agreement.

9.3. All information stored on the System shall be accessible only through a password-protected login, and each party shall restrict access to its respective passwords as may be reasonably necessary to preserve the security and privacy of the System.

9.4. Parties shall access only this System through their network connection to Batavia.

9.5. All parties shall utilize any information from the System only for authorized lawful police purposes.

9.6. Access to the System shall be restricted for use by each party's authorized employees and agents only. Each party shall administer its own internal procedures, including the issuance of passwords, authorizing employees and agents as users, discontinuing access of former users, and similar matters as may be required for the purposes of this Agreement.

9.7. In the event any party's participation in this Agreement is terminated, the terminated party shall immediately discontinue any usage of the System.

- 9.8. Batavia shall be promptly notified of any breach in Partner's computer or recordkeeping system that may jeopardize the security or integrity of the System, including the termination of employment of any formerly authorized user of the System, so that appropriate security measures can be implemented.
- 9.9. In addition to the above-described security and non-disclosure requirements, all parties shall comply with all local, state and federal regulations and statutes governing the keeping, use or transmission of personal information or records of any sort which are kept on or accessed through the System, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA).
- 9.10. Batavia shall administer all internal aspects of the System. Batavia shall also monitor the System as follows:
- 9.10.1. Use automated means to monitor the availability of the equipment used in the operation of the System, and to notify Batavia Information Systems personnel in the event of a failure.
 - 9.10.2. Install and maintain current anti-virus and anti-spyware software on the System, and use the centralized management services of those software products to notify Batavia Information Systems personnel in the event that a problem is detected.
 - 9.10.3. Review event logs for the various components of the System where available, and take action as necessary to correct problems as identified in the logs.
- 9.11. All parties agree that they shall monitor use of the System by their employees and agents as the party may deem necessary to assure that all use is in accordance with their own policies, all applicable laws and this Agreement.
- 9.12. Partners acknowledge and agree that the New World software is confidential and proprietary to New World. Partners are bound by the same obligations for confidential information as Batavia as more fully set forth in Section 8 of the New World License Agreement.
- 9.13. Each party is responsible for their compliance with license requirements for the number of users or workstations in use at their facilities in accordance with the terms of the New World License Agreement.
- 9.14. All parties share the same responsibilities for the initial implementation of the System or the later implementation of additional components. These responsibilities are described in Sections 6.1, 6.2, 6.4, and 6.5 of the New World License Agreement.

9.15. The parties agree to share certain kinds of data stored in the System with other law enforcement agencies as directed by the Policy Board.

9.15.1. The parties may each choose to execute an intergovernmental agreement with the County of Kane, Illinois, for the purpose of sharing data with other users of compatible software. The Partners authorize Batavia to make the necessary network connections and implement the New World software required for operating the data sharing service in support of such agreement. The kinds of data shared will be determined by the Policy Board and the capabilities of the software. Data being shared shall only be used for valid law enforcement purposes.

10. System Software Components and Costs

10.1. Batavia shall make New World software components available to one or more parties as indicated in Appendix 2, provided that such party has purchased the necessary user licenses as required by New World. Appendix 2 shall be modified by the parties as appropriate, without amendment of this Agreement, pursuant to the provisions of Sections 10.2, 10.3, and 10.4 below.

10.2. The parties agree to share the costs of services provided by New World during the initial implementation of the System as follows:

10.2.1. Batavia shall pay an agreed proportion of the service costs as if Batavia were the only party implementing the system. The remaining share of the service costs approximately represents the incremental increase in costs created by increasing the scope of the project to include the Partners, and the Partners shall share that cost equally.

10.2.2. Partners shall also share equally the cost of upgrading the New World software license from a single jurisdiction license to a multiple jurisdiction license.

10.2.3. Batavia and St. Charles shall implement the Software Components pertaining to mobile applications, sharing the implementation costs equally.

10.3. In the event that one or more parties desires to purchase additional software components or system capabilities, such parties shall provide written authorization to Batavia to purchase the software. The initial purchase cost incurred by Batavia for the software (including, but not limited to, license fees, initial maintenance fees, and installation services) shall be invoiced in an amount divided evenly between those parties. Upon installation of the additional software, Batavia shall make such software available to those parties that chose to purchase it. Appendix 2 of this Agreement shall be amended accordingly to reflect the additional software and the parties using it.

10.4. In the event that a party desires to begin using an installed component that has previously been implemented by other parties according to Section 10.3, then

that party shall provide written authorization to Batavia and pay a proportionate amount of to the initial purchase cost to the other parties using the component as if that party had participated in the initial implementation and divided the costs equally at that time.

- 10.5. In the event that a party needs to purchase user licenses or other New World software that will be installed at that party's agency for that party's exclusive use, that party shall procure such licenses or software directly from New World Systems. That party shall also be directly responsible for any installation costs and for the annual maintenance of such licenses or software. In the event that such a purchase also requires licenses or software to be purchased and installed on the shared application servers in Batavia, then the costs incurred by Batavia for such licenses or software will be divided among the parties based on their usage as provided in this Section 10.
- 10.6. An annual payment for software maintenance costs to New World is required for technical support of the system, such as phone support and software updates. Maintenance costs shall be divided between the parties as described below.
 - 10.6.1. Maintenance costs for the software components listed in Appendix 2 that have a fixed price shall be divided equally among the parties using each component.
 - 10.6.2. Maintenance costs for user licenses or for software components that are priced based on the number of users shall be divided among the parties in proportion to the number of user licenses that each party has purchased.
- 10.7. Batavia shall invoice Partners for maintenance costs thirty (30) days prior to the date the maintenance payment is due by Batavia to New World.
- 10.8. Payments for all invoices issued by Batavia are due thirty (30) days after the invoice date.
- 10.9. Batavia owns all title and interest in the data processing equipment, and Batavia is the software licensee with New World. In the event that a Partner terminates their participation in the Agreement, that party shall not be entitled to a refund for any monies paid prior to the termination. Should a party terminate their participation in this Agreement in order to pursue an alternate implementation of the New World software, Batavia shall make all reasonable efforts to work with New World to transfer user licenses or other components bought explicitly and solely on behalf of that party to another New World license agreement.
- 10.10. Partners are permitted to engage New World directly to obtain their consulting services for System training or configuration of Partner's equipment. Partner shall arrange to be billed directly by New World for such services, and

shall be solely responsible for payment of invoices issued by New World for such services.

- 10.11. In consideration for its addition as a party to this Agreement, Sugar Grove shall pay to the other parties the following costs:
- a. The annual New World software maintenance costs cover a period beginning on March 1 and ending on the last day of February in the following calendar year (the “Maintenance Term”). Sugar Grove shall pay a prorated amount of their share of the annual costs based on the day they begin using the system to the end of the Maintenance Term then in effect. Sugar Grove will pay the full amount of their share at the beginning of the next Maintenance Term. Such payment shall be made to Batavia, and Batavia will reduce the maintenance amounts due to Batavia from Geneva and St. Charles accordingly.
 - b. The costs for legal fees directly related to the review of this Amendment as required for passage by the parties’ City Councils. Payment for these costs shall be made directly to each party.
 - c. Costs incurred by the City of Batavia for staff time required to prepare this Amendment, assist Sugar Grove in procuring services and/or licenses from New World, provide Sugar Grove with network access to the System and verify its correct operation, and any other services requested by Sugar Grove in conjunction with their implementation of the System. Such costs will be billed at fifty dollars (\$50) per hour. Payment for these costs shall be made to Batavia.

Sugar Grove shall also be responsible for any software licensing costs and future software maintenance costs payable to New World that are directly attributable to their use of the System.

- 10.12. The costs for the data sharing services described in section 9.15, including but not limited to network communications, software acquisition, installation, and maintenance costs, shall be shared equally by all parties participating in the services.
- 10.13. New World requires its customers to regularly upgrade to newer versions of their software in order to continue receiving support for the software under their Standard Software Maintenance Agreement (“SSMA”). Such upgrades may incur additional costs above and beyond the annual cost of the SSMA. The additional costs may include, but are not limited to, implementation fees from New World, and replacement or expansion of equipment used to operate the System. Batavia shall make reasonable efforts to coordinate the timing of such required upgrades with the Partners to facilitate budgetary planning cycles and to limit the costs as much as possible. The parties agree that the costs of such upgrades, including both the initial cost of equipment as well as any related ongoing equipment costs, shall be shared by all users of the affected components

of the System as outlined in Appendix 2 based on the number of licenses they own for those components.

11. Indemnification

- 11.1. Each party shall indemnify and hold harmless the other parties and their agents, employees, officers and elected officials for any and all costs, judgments or damages (including reasonable attorneys fees) arising out of the party's use of the System, including any damages arising out of information contained therein and its accuracy, and shall indemnify and hold harmless such indemnified parties for all official or unofficial use or misuse of the System originating from the party's facilities, equipment, or conducted through the use of any security information specific to the party such as usernames or passwords and for any and all costs, judgments or damages arising therefrom.
- 11.2. Partners agree that Batavia shall have no liability for any and all losses of data or information stored on the system or server and any costs associated with the creation, replication or loss of such data and information, or for any downtime as described in Section 7.4, except in cases of gross negligence or malicious intent.

12. Termination

- 12.1. A Partner may voluntarily terminate their participation by giving written notice to the other parties ninety (90) days prior to the effective date of termination.
- 12.2. Batavia may voluntarily terminate this Agreement by giving written notice to the other parties twenty-four (24) months prior to the effective date of termination. Such termination may be effected earlier with unanimous consent of the other parties.
- 12.3. If a Partner is in default of their obligations hereunder, then Batavia shall send that party a written notice of default. The defaulting party shall have thirty (30) days to cure the default condition. If the default is not cured after that time, the defaulting party's participation in this Agreement shall be terminated.
- 12.4. Regardless of the manner in which the termination is effected, the terminated party shall pay its proportionate share of the annual maintenance costs through the end of the then-current annual period of the Standard Software Maintenance Agreement, described in Exhibit C of the New World License Agreement.

13. General Provisions

- 13.1. This Agreement may be amended in writing at any time by all of the parties to the Agreement. Amendments shall refer back to this Agreement and to subsequent amendments, if any, on the same subject and shall specify the language to be changed or added. The execution of any amendment shall be authorized by passage of an appropriate ordinance by the corporate authorities of each party.
- 13.2. If any part of this Agreement is adjudged invalid, such adjudication shall not affect the validity of the Agreement as a whole or of any other part.
- 13.3. Any notice required hereunder shall be deemed to be given on the date of mailing if sent by registered or certified mail, return receipt requested, to the address or addresses of the parties following their signatures at the end of this Agreement.
- 13.4. Paragraph titles are descriptive only and do not in any way limit or expand the scope of this Agreement, which is not transferable by any party hereto.

CITY OF BATAVIA, an Illinois
Municipal Corporation,

By: _____

Its Mayor

Attest:

CITY OF GENEVA,
an Illinois Municipal Corporation,

By: _____

Its Mayor

Attest:

By: _____

Its City Clerk

By: _____

Its City Clerk

CITY OF ST. CHARLES, an Illinois
Municipal Corporation,

By: _____

Its Mayor

Attest:

VILLAGE OF SUGAR GROVE,
an Illinois Municipal Corporation,

By: _____

Its Mayor

Attest:

By: _____

Its City Clerk

By: _____

Its City Clerk

Appendix 1
Geographic Information Systems (GIS) Data License

This Appendix 1 grants certain limited rights to use the electronic data and documentation generated from the parties' GIS spatial or tabular datasets (hereinafter, "Datasets"). All rights not specifically granted in this Agreement are reserved to the party who created the Datasets.

1. Reservation of Ownership and Grant of License

1.1. Each party retains exclusive rights, title, and ownership of the copy of the Datasets licensed under this Appendix and grants to the user a personal, nonexclusive, nontransferable license to use the data on the terms and conditions of this Agreement. From the date of receipt, each party agrees to use reasonable effort to protect the Datasets from unauthorized use, reproduction, distribution, or publication.

2. Use

2.1. Parties to this Agreement shall not sublicense, sell, rent, lease, loan, transfer, assign, or provide access to electronic versions of the Datasets, in whole or part, to third parties, including clients or contractors. Printed versions of all or portions of the Datasets may only be provided to contractors as part of a larger service that is contracted by a party.

2.2. Each party may produce maps, tables, and/or reports using all or portions of the Datasets provided. The appropriate party must be cited as the source of the Datasets in all products, publications, or presentation containing all or portions of the Datasets. Users of the Datasets must also cite the source of any modifications or analysis performed on the Datasets.

2.3. Each party is solely responsible for any interpretation or manipulation of the Datasets, and the parties are strongly encouraged to collaborate with the party that created the Datasets on all analyses in order to ensure full understanding of the appropriate use of the Datasets.

2.4. Parties shall not use the Datasets as the primary criteria for regulatory permitting decisions.

2.5. Parties shall not use the Datasets to replace or modify land surveys, deeds, and/or other legal instruments defining land ownership and use. Any utilities contained within the Datasets have not been JULIE located. Please contact (800) 892-0123 for compliance with Illinois Compiled Statute 220 ILCS 50/1 et seq. prior to excavation.

3. Liability

3.1. The Datasets contain information from publicly available sources. Each party has developed the Datasets for their internal use. Independent verification of all information derived from the Datasets is strongly recommended.

3.2. Each party makes no warranties, expressed or implied, including without limitation, any warranties of merchantability or fitness for a particular purpose. Independent verification of all information derived from the Datasets is strongly recommended.

3.3. Each party and its elected or appointed officials, agents, consultants, contractors and employees shall not be liable for any loss of profits, consequential or incidental damages, or claims against the consumer by third parties that arise from the use of the Datasets. Each party shall indemnify and hold harmless the party that owns the Datasets from any and all liability claims or damages to any person or property arising from or connected with the use of the Datasets.

4. Updates

4.1. The Datasets shall be updated on a regular basis as mutually agreed by the parties.

Appendix 2
New World Software Components In Use

Installed Component	Parties Using Component
Aegis/MSP Base Law Enforcement (LE) Records*	Batavia, Sugar Grove, Geneva, St. Charles
Aegis/MSP Federal and State Compliance Reporting for LE Records	Batavia, Sugar Grove, Geneva, St. Charles
Additional Aegis/MSP Software for LE Records Alarm Tracking and Billing Bicycle Registration Bookings Case Management Demographic Profiling Reporting Gang Tracking	Batavia, Sugar Grove, Geneva, St. Charles Batavia, Sugar Grove, Geneva, St. Charles
Aegis/MSP Third-Party Interface Software Livescan Interface for Identix	Batavia, St. Charles
Aegis/MSP Data Analysis / Crime Mapping / Management Reporting*	Batavia, Sugar Grove, Geneva, St. Charles
Aegis/MSP Imaging Software	Batavia, Sugar Grove, Geneva, St. Charles
Mobile Messaging Software* Software for RS/6000 Message Switch MDT/MCT Base RMS Interface	Batavia, St. Charles Batavia, St. Charles
Mobile Management Server Software* Base CAD/RMS/NCIC/Messaging Package Field Reporting Field Reporting Data Merge	Batavia, St. Charles Batavia, St. Charles Batavia, St. Charles
Mobile Client Software* LE Field Reporting (Federal Standards) LE Field Reporting Compliance Mobile Upload of Field Reports	Batavia, St. Charles Batavia, St. Charles Batavia, St. Charles

* indicates component pricing varies based on number of users



RESOLUTION NO. 2013-0917B

**RESOLUTION AUTHORIZING A RESTATED
INTERGOVERNMENTAL AGREEMENT
WITH TRI-COM FOR POLICE RECORDS**

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

WHEREAS, the Village of Sugar Grove currently has an existing Intergovernmental Agreement with Tri-Cities for Management of Police Records; and

WHEREAS, the Tri-Cities Grove is desirous of amending this agreement; an.

WHEREAS, the Village of Sugar Grove agrees that entering into this re-stated Intergovernmental Agreement is in the best interest of Sugar Grove.

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

1. That the Village President is hereby authorized to sign the re-stated Intergovernmental Agreement as attached.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this 17th day of September, 2013.

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

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

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

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: PATRICK J. ROLLINS, CHIEF OF POLICE
SUBJECT: RESOLUTION: RESTATED INTERGOVERNMENTAL AGREEMENT
FOR TRI-CITY POLICE RECORDS
AGENDA: SEPTEMBER 17, 2013 BOARD MEETING
DATE: SEPTEMBER 11, 2013

ISSUE

Should the Village re-enter into an Intergovernmental Agreement with TRI-CITY Police Records.

DISCUSSION

Sugar Grove Police Department is an existing member of the Tri-City Police Records as joined back in April 2013. The Village entered into an IGA with Tri-City Police Records by approving it at the April 2, 2013 Village Board Meeting. The Records System is currently being housed with the City of Batavia. They host the network, servers, and interface for all four agencies. Sugar Grove's addition to the original IGA of Tri-City was through an Amendment. (known as, Amendment #1).

The Tri-City Police Records System Policy Board conducts regular meetings and has since been asked to address a few topic items which some include:

1. Replacement cost to upgrade the existing computer hardware/server hosting the police records systems – scheduled for next budget year.
2. Upgrade the Law Enforcement Records Software to a newer version –scheduled next budget year.
3. Grant received to share Law Enforcement Records within Kane County police agencies.

During the discussions at the meetings, a cost sharing method was worked out for the four entities based on agency user licensees rather than splitting costs four ways equally for future hardware replacement and software upgrade costs. The license based method for Sugar Grove is favorable, instead of a twenty five percent cost, it equates to approximately 6 percent of total costs. This can fluctuate as the number of licenses change within each of the four police agencies. The 2014 projected future hardware and software upgrades costs for the four agencies are about \$55,000. Sugar

Grove's cost share would be approximately \$3,300. The separate Kane County Law Enforcement Sharing interface, purchased with a Grant Award covering the initial costs, will be split equally amongst each of our four agencies, approximately \$600 a year per agency for annual maintenance.

To incorporate all the changes and other additions, a 2nd amendment to the IGA was first proposed and distributed. Some of the City attorneys felt it would be best just to re-write the original IGA and replace it with the needed language in the proper locations in the document by incorporating the cost sharing and agency sharing law enforcement records within the main body of the IGA, thus the reason for a restated IGA. This restated IGA will replace the existing one approved at the April 2, 2013 Sugar Grove Board Meeting.

The Village attorney has reviewed the new agreement.

COST

The additional annual maintenance cost of \$600 for sharing law enforcement records throughout Kane County would be paid from line item (01-51-6307) IS Services. Next budget year, approximately \$3,300 would be added as a onetime cost for the upgrade and replacement of the hardware and software. Attorney review of the IGA document will be charged to Legal Services (01-51-6301). There is sufficient funding in that account to pay for this minor expense.

RECOMMENDATION

Staff recommends that the Village Board approve Resolution # 20130917B, authorizing execution of a restated IGA with the Tri-City Records.

Multi-Agency Public Safety Information Data Sharing Cooperative

This agreement is entered into, by and between,

The Village of Sugar Grove (hereinafter referred to as the “Participating Agency”) and the County of Kane (hereinafter referred to as “County”), Illinois. This Agreement sets forth the conditions governing the Participating Agency’s use of data through the Multi-Agency Data Sharing Cooperative (hereinafter “Cooperative”) as further described within this document.

I. Purpose

Implementation of this Agreement is intended to enhance and foster the exchange of criminal justice data, to assist in decision making and improve officer/public safety.

II. Indemnification

The Participating Agency shall indemnify and hold harmless County, and the County shall indemnify and hold harmless the Participating Agency, any of their employees or officials, agents, boards and commissions from, and against any and all claims, demands, actions, suits and proceedings including, but not limited to, any liability for damages by reason of, or arising out of, any false arrest or imprisonment or any cause of action whatsoever; and from and against any loss, cost, expense, or damage resulting therefrom arising out of, or involving any acts by or on the part of the Participating Agency in the fulfillment of this Agency Agreement.

III. Description of Services

The Cooperative’s purpose is to utilize integrated software for law enforcement records systems, allowing for law enforcement agencies to share access to the data contained in their respective systems with other agencies utilizing compatible software systems. The Participating Agency will make records available to the Cooperative, and in turn, the Participating Agency will be given query rights to records made available to the Cooperative by the other agencies. The exact categories being shared will be determined by applicable regulations, agency policies and the capabilities of the software.

The intent of this data sharing is to give each Participating Agency access to information that has been collected by neighboring agencies that may assist the Participating Agency in the execution of their law enforcement duties.

The County is providing a centralized computer network that will connect the Participating Agencies and enable the software located at multiple physical sites to communicate and share data. This network supports the capability for each Participating Agency to establish a single network connection to the County in order to gain access to the data from multiple agencies.

IV. Suspension of Services and Termination

County reserves the right to immediately and unilaterally suspend the Participating Agency's access to the Cooperative when any term of this agreement is violated or, in the opinion of County appears to have been violated. Suspended service shall only be resumed upon such terms and conditions as County shall deem appropriate under the circumstances. Suspension may be followed by termination if deemed necessary. Any party to the agreement may terminate the agreement at any time upon ten (10) days written notice for any reason.

V. Authorized User

An authorized user in the Cooperative is described as any person having been placed in employment by the Participating Agency and has been previously issued an Illinois SID number by the Illinois State Police following a background check by the Participating Agency, and has job responsibilities that provide them with a legitimate need for data access the Cooperative provides. Special authorization may be granted to users who do not have an Illinois SID number if the person is employed by a Participating Agency and has job functions that require access to law enforcement records. Participating Agency must request approval for these users from County, which will grant or deny authorization on a case-by-case basis pursuant to the aforementioned criteria. An authorized user is employed by a Participating Agency and shall not be considered an employee of the County.

VI. Participating Agency Responsibilities

1. Abide by all Cooperative requirements and conform to all Cooperative security standards.
2. Be responsible for ensuring any person who accesses the Cooperative is properly trained by Participating Agency and/or County personnel for functions authorized to perform.
3. Purchase and maintain such equipment and software and obtain communications circuits as it reasonably deems necessary in its sole discretion, provided such equipment, software and circuits are in accordance with specifications provided by County. Connectivity and equipment configuration must be approved by the County prior to installation.
4. Establish local policies and procedures for safeguarding information and equipment, and impose disciplinary action against any individual found to be violating the Cooperative policies and procedures.
5. Cooperate with the County in any investigation into allegations of misuse of data contained in the Cooperative or violations of policy.
6. The Participating Agency will install and maintain anti-virus software on any computer that is attached to the network used to access Cooperative.
7. To appoint one employee as its Agency's System Administrator on the Cooperative. The name of the Agency's System Administrator must be submitted to the County. Upon termination or reassignment of the Agency's System Administrator, the Participating Agency Chief Administrator must appoint and notify the Agency Liaison in writing of the new Agency System Administrator.

VII. Kane County Responsibilities

1. Administer and maintain the Cooperative equipment needed to provide service to the Participating Agency.
2. To appoint an employee of the Participating Agency to serve as the Agency Liaison for the duration of this agreement.
3. Provide Cooperative access, training, system documentation, updates, and other materials necessary to ensure the Participating Agency's ability to effectively participate.

VIII. Data Access and Permitted Uses

All data accessible through or supplied by the Cooperative ("Data", in this section) remains the property of the Participating Agency that entered it into their records management system. The Participating Agency that enters the Data is responsible for its accuracy. Use of Data must be for valid law enforcement purposes only and is strictly forbidden to be used for personal reasons. Collection, storage, access, dissemination, and use of Data must be in strict compliance with all Federal and State laws and regulations, with policies adopted County to administer the Cooperative, and with any applicable standards for the handling of such information as defined by Federal and State law enforcement agencies with authority over the Participating Agency. The Data is confidential and should be treated accordingly. An unauthorized request or receipt of Data could result in criminal proceedings. It is the responsibility of the Participating Agency to determine when dissemination is necessary, and to whom the data is disseminated. No Participating Agency will disseminate Data belonging to another Participating Agency without that Agency's prior written authorization

IX. Entire Agreement and Amendment

This Agreement shall be the entire agreement between the parties; any provision of this Agreement determined to be invalid or otherwise unenforceable shall not affect the other provisions, which other provisions remain in full force and effect. This Agreement shall not be altered, changed or amended except in writing executed by the authorized representatives of the Participating Agency and the County.

X. Venue and Governing Law

Venue for any contract disputes shall be in the Circuit Court of Kane County, Illinois. Intellectual property disputes shall be in the United States District Court for the Northern District of Illinois. This Agreement shall be governed by the laws of the State of Illinois without reference to conflict of laws principle. The intellectual property rights and proprietary rights laws of the United States of America shall govern any intellectual property disputes.

XI. Notices

All written notices, pursuant to this agreement shall be directed to the following parties:

Participating Agency Chief Administrator

Kane County

XII. Authority & Understanding

By signing below, each of us agrees to the terms and conditions of this Agreement. Each individual signing below represents that (s)he has the requisite authority to execute this Agreement on behalf of the Organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

Participating Agency acknowledges that it has read and understood this Agreement and agrees to be bound by its terms and conditions.

P. Sean Michels, Village President

September 17, 2013
Date

Village of Sugar Grove
10 S. Municipal Drive
Sugar Grove, IL 60554
Participating Agency Name

County of Kane

Date

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: PATRICK J. ROLLINS, CHIEF OF POLICE
SUBJECT: RESOLUTION: INTERGOVERNMENTAL AGREEMENT FOR KANE COUNTY MULTI-AGENCY PUBLIC SAFETY INFORMATION DATA SHARING COOPERATIVE
AGENDA: SEPTEMBER 17, 2013 BOARD MEETING
DATE: SEPTEMBER 11, 2013

ISSUE

Should the Village enter into an Intergovernmental Agreement with Kane County for the purpose of sharing Law Enforcement records with other Kane County Agencies.

DISCUSSION

A grant was received by the City of Elgin to share Law Enforcement Records with other members in law enforcement. Elgin realized that it would be best that this happened at the County level. So, the County of Kane was asked to host and facilitate the sharing of Records for public safety throughout the entire County. This initiative will better serve law enforcement in its daily duties. Being part of the Tri-City Records group, Tri-City Records will be our conduit for the sharing and receiving for those who wish to participate in this endeavor. Sugar Grove Police Department will greatly benefit with having this information available to our officers.

Kane County has prepared a Multi-Agency Public Safety Information Data Sharing Cooperative Agreement for each agency wishing to opt in. The policy members that make up the four agencies of Tri-City Records are in support of sharing and receiving the data from all other outside agencies in Kane County.

The Kane County Law Enforcement Sharing interface was purchased with a Grant Award covering the initial costs. However, there will be an annual maintenance cost of \$2,400 for Tri-City Records which will be split equally amongst each of our four agencies. (Approximately \$600 a year per agency for annual maintenance.)

The Village attorney has reviewed the IGA for the Multi-Agency Public Safety Information Data Sharing Cooperative.

COST

The annual maintenance cost of \$600 for sharing law enforcement records throughout Kane County would be paid from line item (01-51-6307) IS Services.

Attorney review of the IGA document will be charged to Legal Services (01-51-6301). There is sufficient funding in that account to pay for this minor expense.

RECOMMENDATION

Staff recommends that the Village Board approve Resolution # 20130917C, authorizing execution with Kane County for the Multi-Agency Public Safety Information Data Sharing Cooperative.



RESOLUTION NO. 2013-0917C

**RESOLUTION AUTHORIZING AN
INTERGOVERNMENTAL AGREEMENT
FOR MULTI-AGENCY PUBLIC SAFETY INFORMATION DATA SHARING**

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

WHEREAS, Public Safety Information Data Sharing Agreement has been proposed by the County of Kane; and

WHEREAS, this agreement will allow for the sharing of Public Safety Records throughout the County of Kane; and

WHEREAS, the Village of Sugar Grove agrees that entering into this Intergovernmental Agreement is in the best interest of Sugar Grove.

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

- 1. That the Village President is hereby authorized to sign the re-stated Intergovernmental Agreement as attached.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this 17th day of September, 2013.

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

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

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



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

ORDINANCE NO. 2013-0917D

**AN ORDINANCE GRANTING AN AMENDMENT TO THE
THE LANDINGS OFFICE PARK PUD
ORDINANCE 2007-1218A
IN THE VILLAGE OF SUGAR GROVE**

Adopted by the
Board of Trustees and President
of the Village of Sugar Grove
this 17th day of September, 2013.

Published in Pamphlet Form
by authority of the Board of Trustees
of the Village of Sugar Grove,
Kane County, Illinois
this 17th day of September, 2013.

ORDINANCE NO. 2013-0917D

**AN ORDINANCE GRANTING AN AMENDMENT TO THE
THE LANDINGS OFFICE PARK PUD
ORDINANCE 2007-1218A
IN THE VILLAGE OF SUGAR GROVE**

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, CDH-Delnor Health Systems d/b/a Cadence Health, owner of a portion of the property legally described in SECTION ONE of this ordinance, has petitioned for a minor amendment to The Landings Office Park PUD Ordinance 2007-1218A; and

WHEREAS, the remainder of the PUD is owned by WB Pad Holdings I, LLC; Old Second National Bank; and 474 Division, LLC (Brightest Stars Preschool) and all three of these owners have stated no objection to the minor amendment; and

WHEREAS, the amendment requested is a revision to conditions 1 and 2 of the ordinance regarding approved plans and signage (condition 2 directing to The Landings Preliminary PUD Ordinance 2007-0403B and in this case specifically condition 18), respectively; and,

WHEREAS, the amendment requested is specific to the building on Lot 16 of the PUD only (414 Division Drive); and,

WHEREAS, the Plan Commission has reviewed this minor amendment at their meeting on August 21, 2013, and the Commission recommended approval by a vote of 6-0; and,

WHEREAS, the Village Board has reviewed this request and has deemed that the approval of the amendment as stated in SECTION TWO is in compliance with the Comprehensive Plan and all Ordinances of 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: LEGAL DESCRIPTION

That the property is legally described as follows:

See Exhibit "A".

SECTION TWO: PLANNED DEVELOPMENT

That The Landings Office Park PUD Ordinance 2007-1218A Exhibit B is hereby amended as follows:

Condition 1 is hereby repealed and replaced in its entirety as follows:

“The Final PUD shall substantially conform to the Site Plan, titled “Site Plan”, by Intech Consultants, Inc., dated September 17, 2007, last revised November 26, 2007; the Landscape / Signage Plan, titled “Lot 8 Landscape Plan / Lot 8 Sign Plan”, by Gary R. Weber Associates, Inc., Sheets 1-3, dated November 26, 2007; the Wall Signage Plan, by Accurate Repro Inc., dated _____, last revised _____, the Architectural Rendering, not labeled, date stamped November 21, 2007; the Architectural Elevation Plan, titled “The Landings Office Park”, by Linden Group Inc., Sheets A-1 to A-3, dated November 8, 2007; the Lighting Plan, titled “67810 Landing Lot 8”, by Ruud Lighting, dated September 5, 2007 (to be revised); the Trash Enclosure Plan, titled “The Landings Office Park Schedules & Refuse Enclosure”, by Linden Group Inc., dated July 24, 2007, last revised July 30, 2007; the Engineering Plans, titled “Final Engineering, The Landings – Lot 8, Sugar Grove, Illinois”, by Intech Consultants, Inc., Sheets 1-11, dated July 10, 2007, last revised November 26, 2007, the Final Plat, titled “The Final Plat of the Resubdivision of Lot 8 of The Landings Resubdivision”, by Intech Consultants, Inc., Sheets 1-2, dated October 29, 2007, last revised November 26, 2007 (collectively Group Exhibit D), except as such plans may be revised to conform to Village codes and ordinances and the conditions below.”

Condition 2 is hereby repealed and replaced in its entirety as follows:

“All applicable Preliminary PUD Ordinance 2007-0403B (attached as Exhibit C) conditions shall be met with the exception of a modification to Condition 18 of that Ordinance as described below.

Wall-mounted advertising signage shall only be allowed for the building on Lot 16. The single wall sign may be installed on the south wall of this building. The wall sign shall only advertise the use located in the Lot 16 building. The sign may not be internally illuminated, shall be flush / flat to the wall, and shall be allowed to remain for three (3) years from the date of this ordinance. The applicant may request an extension of the three (3) year allowance one (1) month prior to expiration.”

SECTION THREE: REPEALER

That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION FOUR: SEVERABILITY

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

SECTION FIVE: EFFECTIVE DATE

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 17th day of September, 2013.

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

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

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

Exhibit A- Legal Description

LOTS 9 THROUGH 16 OF THE RESUBDIVISION OF LOT 8 OF THE LANDINGS RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 19, 2008 AS DOCUMENT 2008K012966, IN THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS.



RE: Cadence Health® - The Landings PUD Amendment – 414 Division Drive, Sugar Grove, IL.

I Joseph P. Byczek ^{DISCLAIMED AGENT}, Owner of WB RAD HOLDINGS I, LLC at
Print First & Last Name Business Name

The Landings Office Park, ALL REMAINING UNDEVELOPED PARCELS in Sugar Grove, IL
Business Address

Hereby APPROVE the request for Minor PUD Amendment to the Preliminary Planned Unit Development for a Commercial Development at Route 47 and Park Avenue (The Landings) Ordinance No. 200710403B proposed by Cadence Health®. This approval is valid for the below amendment request:

1. "Install a temporary wall sign on building facade. Wall sign to be removed after 3 years unless land development of Business Park is incomplete." For Parcel No. 14-16-176-014

WB RAD HOLDINGS I, LLC
By: [Signature]
Signature
8/22/13
Date



RE: Cadence Health® - The Landings PUD Amendment – 414 Division Drive, Sugar Grove, IL.

I, Valerie Vance on behalf of Old Second National Bank, Owner of 414 Division St, Units A-G, Sugar Grove
Print First & Last Name business Name

The Landings Office Park, 474 Division St, Units A-G in Sugar Grove, IL
Business Address

Hereby APPROVE the request for Minor PUD Amendment to the Preliminary Planned Unit Development for a Commercial Development at Route 47 and Park Avenue (The Landings) Ordinance No. 200710403B proposed by Cadence Health®. This approval is valid for the below amendment request:

- 1. "Install a temporary wall sign on building facade. Wall sign to be removed after 3 years unless land development of Business Park is incomplete." For Parcel No. 14-16-176-014

Old Second National Bank

By: [Signature]
Signature Vice President

8/22/2013
Date



RE: Cadence Health® - The Landings PUD Amendment - 414 Division Drive, Sugar Grove, IL.

Bill Peters, Owner of Brightest Stars Preschool at
Print First & Last Name Business Name

The Landings Office Park, 474 Division Drive, Suite H in Sugar Grove, IL
Business Address

Hereby APPROVE the request for Minor PUD Amendment to the Preliminary Planned Unit Development for a Commercial Development at Route 47 and Park Avenue (The Landings) Ordinance No. 200710403B proposed by Cadence Health®. This approval is valid for the below amendment request:

1. "Install a temporary wall sign on building facade. Wall sign to be removed after 3 years unless land development of Business Park is incomplete." For Parcel No. 14-16-176-014


Signature

23 August 2013
Date

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: RICHARD YOUNG, COMMUNITY DEVELOPMENT DIRECTOR
MIKE FERENCAK, VILLAGE PLANNER
SUBJECT: ORDINANCE: MINOR AMENDMENT TO THE LANDINGS
OFFICE PARK PLANNED UNIT DEVELOPMENT (PUD)
AGENDA: SEPTEMBER 17, 2013 REGULAR VILLAGE BOARD MEETING
DATE: SEPTEMBER 12, 2013

ISSUE

Should the Village amend The Landings Office Park PUD.

DISCUSSION

The Committee of the Whole reviewed this request at the September 3, 2013 meeting. The Committee was in favor of the amendment as presented. The proposed ordinance would amend the PUD to allow for Cadence Health's single wall advertising sign on the south wall of the 414 Division Drive building only, for a period of three (3) years from the date of the ordinance. The applicant may apply for an extension ninety (90) days prior to the expiration.

Staff, the Plan Commission, and the Committee agree that the wall sign should only be allowed as an externally-illuminated or non-illuminated flush sign (not a box sign as proposed). The applicant will modify the plan prior to it being attached to the ordinance and recorded.

ATTACHMENTS

1. Minor PUD Amendment Ordinance
2. Letters from all other owners of land in The Landings Office Park PUD.

The following items were previously provided:

1. Staff Report to the August 21, 2013 Plan Commission meeting
2. Proposed Sign Elevation / Site Plan last revised June 20, 2013
3. The Landings Office Park PUD Signage Plan dated November 26, 2007

COST

This project did not require a public hearing. Costs have been paid by the applicant.

RECOMMENDATION

That the Board adopts Ordinance 2013-0917D, An Ordinance Granting a Minor PUD Amendment for The Landings Office Park, subject to attorney review.



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

ORDINANCE NO. 2013-0917A

**An Ordinance Amending Title 11, of the Village Code
Concerning the Zoning Laws of the
Village of Sugar Grove, Kane County, Illinois
(Aerial Lift Sales, Rental, and Service as Special Use)**

Adopted by the
Board of Trustees and President
of the Village of Sugar Grove
this 17th day of September, 2013.

Published in Pamphlet Form
by authority of the Board of Trustees
of the Village of Sugar Grove, Kane County,
Illinois, this 17th day of September, 2013.

ORDINANCE NO. 2013-0917A

**An Ordinance Amending Title 11, of the Village Code
Concerning the Zoning Laws of the
Village of Sugar Grove, Kane County, Illinois
(Aerial Lift Sales, Rental, and Service as Special Use)**

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 maintains zoning restrictions on the use of land within the Village; and,

WHEREAS, the Village finds that such restrictions provide for the safety and well-being of Village inhabitants and benefit the public welfare, safety and morals; 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 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 Created/Amended

That the following Sub-section(s) of Title 11 of the Village Code of Ordinances are hereby amended as follows:

Section 11-10-2 is hereby amended to read as follows:

“B. Special Uses:

Aerial lift sales, rental, and service.

Airport and heliports.

Bakeries, exceeding five thousand (5,000) square feet of building area.

Bottled gas dealer.

Brick and structural clay products manufacturing.

Chemical processing.

Concrete and clay works.

Dairy products processing.

Food manufacturing, packaging and processing.

Furniture display, sales, and repair.

Gymnasiums and health clubs.

Heavy machinery manufacturing.

Mining, loading and hauling of sand, gravel, topsoil or other aggregate or minerals, including equipment, building or structure for screening, crushing, mixing, washing or storage, provided that:

1. No open pit or shaft is less than three hundred feet (300') from any public road or one hundred feet (100') from any side or rear property line.
2. All buildings or structures used for the crushing, washing, mixing or storage of mined materials are located not less than two hundred feet (200') from any property line.
3. A plan of development or the reclamation of the land is provided as part of the application for special use. This plan of development shall be accompanied by a written agreement between the owner or his agent and village and by a performance bond in an amount equal to the cost of the reclamation of the land, as set forth in the development plan.

Miniwarehouses, including watchman's quarters.

Paint and wallpaper manufacturing.

Paper products manufacturing.

Pharmaceutical and cosmetic manufacturing.

Planned developments.

Plastic manufacturing.

Public utility, governmental and service uses, including, but not limited to:

1. Essential services, including, fully automated gas regulating stations; telephone exchanges; and electric substations.

2. Towers and antennas, commercial, for radio, television and telephone transmitting, receiving or relay stations.
3. Wastewater treatment plant.
4. Waterworks, reservoirs, pumping stations, filtration plants and wells.

Radio, cellular and television towers.

Railroad yards.

Refuse company.

Stone products manufacturing.

Structural steel manufacturing.

Truck sales. (Ord. 2002-01-15B, 1-15-2002; amd. Ord. 2004-06-01B, 6-1-2004; Ord. 2004-11-16A, 11-16-2004; Ord. 2005-02-01C, 2-1-2005)

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 17th day of September, 2013.

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 Robert E. Bohler	___	___	___	___
Trustee Kevin M. Geary	___	___	___	___
Trustee Sean Herron	___	___	___	___
Trustee Mari Johnson	___	___	___	___
Trustee Rick Montalto	___	___	___	___
Trustee David Paluch	___	___	___	___
President P. Sean Michels	___	___	___	___



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

ORDINANCE NO. 2013-0917B

**AN ORDINANCE GRANTING A SPECIAL USE AND VARIANCES
FOR AERIAL LIFT SALES, RENTAL, AND SERVICE
IN THE VILLAGE OF SUGAR GROVE,
KANE COUNTY, ILLINOIS
AT 659, 679, AND 689 N. HEARTLAND DRIVE
(METROLIFT, INC.)**

Adopted by the
Board of Trustees and President
of the Village of Sugar Grove
this 17th day of September, 2013.

Published in Pamphlet Form
by authority of the Board of Trustees
of the Village of Sugar Grove, Kane County,
Illinois, this 17th day of September, 2013.

ORDINANCE NO. 2013-0917B

**AN ORDINANCE GRANTING A SPECIAL USE AND VARIANCES
FOR AERIAL LIFT SALES, RENTAL, AND SERVICE
IN THE VILLAGE OF SUGAR GROVE,
KANE COUNTY, ILLINOIS
AT 659, 679, AND 689 N. HEARTLAND DRIVE
(METROLIFT, INC.)**

BE IT ORDAINED by the 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 1970 Constitution of the State of Illinois and therefore pursuant to those powers granted to it under 65 ILCS 5/1-1 *et seq.*; and,

WHEREAS, the land described in Section One of this ordinance is within the boundaries of the Village of Sugar Grove and presently zoned M-1 Limited Manufacturing District and is sought by the petitioners to be granted a special use for aerial lift sales, rental, and service, including outdoor storage and fuel tanks and certain variances related to the construction of the outdoor storage area; and,

WHEREAS, all hearings required to be held before agencies of the Village took place pursuant to proper legal notice including publication; and

WHEREAS, the Plan Commission, on August 21, 2013, after consideration of an application to grant a special use for said property, recommended to the Village Board of Trustees conditional approval of said application 6-0; and,

WHEREAS, the Plan Commission, on August 21, 2013, after consideration of an application to grant several variances for said property, recommended to the Village Board of Trustees approval of each variance 6-0 as is documented in their written report and findings on file with the Village; and,

WHEREAS, the Village Board of Trustees has reviewed the request and has deemed that approval of the Special Use and Variances would be in compliance with the Zoning Ordinance of the Village of Sugar Grove.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois, as follows:

SECTION ONE: ZONING CLASSIFICATION (SPECIAL USE)

That the property legally described on attached Exhibit A (hereby incorporated by reference) is

hereby granted a special use as follows:

M-1 Limited Manufacturing District with a special use for aerial lift sales, rental, and service, including outdoor storage and fuel tanks. The special use is granted upon the following conditions and restrictions pursuant to Section 11-13-12(G)(3) of the Village of Sugar Grove Zoning Ordinance:

- 1) The Special Use shall substantially conform to plans for 689 N. Heartland Drive:
 - a. the Site Plan, titled “Zoning Site Plan Metrolift Expansion”, by Bono Consultants, Inc., Sheet C-1, dated May 7, 2013, last revised September 10, 2013;
 - b. the Landscape Plan, titled “Landscape Plan”, (overlaid on the Site Plan by Bono Consultants, Inc., Sheet C-1, dated May 7, 2013, last revised August 16, 2013), dated September 10, 2013;
 - c. the Floor Plan, not titled, date stamped August 15, 2013;
 - d. the Fence Elevation, titled “96” Chainlink Line of Fence”, by Complete Northern Illinois Fence, dated June 12, 2013;

except as such plans will be revised to address the staff review and conform to Village codes and ordinances and the conditions below.
- 2) That the Special Use is limited to 659, 679, and 689 N. Heartland Drive, as long as they are used for aerial lift sales, rental, and service.
- 3) That any expansion or changes to the use of 659, 679, and / or 689 N. Heartland Drive will require a Special Use Amendment review.
- 4) That any zoning, site design, architectural, landscape, lighting, signage, or other similar items that are existing, nonconforming at 659 and 679 N. Heartland Drive are addressed at the time of any future expansion or changes to the use of those properties.
- 5) That if the occupant of the property at 689 N. Heartland Drive is different than the occupant of the property at 679 N. Heartland Drive, such that the outdoor storage areas at the rear of the properties are used by different persons or entities, a fence shall be installed setback 10 feet from the south property line of 689 N. Heartland Drive to enclose the 689 N. Heartland Drive outdoor storage area, and the fence in the current location at 679 N. Heartland Drive shall be replaced to enclose the 679 N. Heartland Drive outdoor storage area. The occupant of the property at 689 N. Heartland Drive shall install landscaping as required under the Village of Sugar Grove Zoning Ordinance on the outer side of the fence.

- 6) That shields are added to the existing building-mounted lights by June 1, 2014.
- 7) That a sign permit is acquired for any modifications to the existing sign frame or new signs.

The Zoning Ordinance of the Village of Sugar Grove, Kane County, Illinois is hereby amended to provide for said zoning classification on said property and the clerk is directed to amend the zoning map of the Village of Sugar Grove to reflect this amendment.

SECTION TWO: VARIANCES GRANTED

That the property legally described on attached Exhibit A (hereby incorporated by reference) is hereby granted the following variances:

- 1) A variance to reduce by 100% the interior side yard pavement setback from 10' to 0' along the south property line of 689 N. Heartland Drive for the length of the outdoor storage area, pursuant to Section 11-10-7-A-2 of the Sugar Grove Zoning Ordinance.
- 2) A variance to reduce by 60% the rear yard pavement setback from 50' to 20' along the entire east property line of 689 N. Heartland Drive, pursuant to Section 11-10-7-A-3 of the Sugar Grove Zoning Ordinance.
- 3) A variance to reduce by 100% the interior side yard landscape requirement of the M-1 District along the south property line of 689 N. Heartland Drive for the length of the outdoor storage area from 7 trees and 42 shrubs to 0 trees and 0 shrubs, pursuant to Section 11-10-6-G-1-b of the Sugar Grove Zoning Ordinance.
- 4) A variance to reduce by 100% the interior side yard landscape requirement of the M-1 District along the north property line of 689 N. Heartland Drive from the eastern point of the outdoor storage yard gate to the western point of the overhead door from 4 trees and 24 shrubs to 0 trees and 0 shrubs, pursuant to Section 11-10-7-G-1-b of the Sugar Grove Zoning Ordinance.
- 5) A variance to reduce by 100% the outdoor storage landscape requirement for the outer perimeter of the outdoor storage area of 689 N. Heartland Drive from 169 shrubs to 0 shrubs, pursuant to Section 11-4-7-K of the Sugar Grove Zoning Ordinance.

SECTION THREE: 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 17th day of September, 2013.

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 Robert E. Bohler	___	___	___	___
Trustee Kevin M. Geary	___	___	___	___
Trustee Sean Herron	___	___	___	___
Trustee Mari Johnson	___	___	___	___
Trustee Rick Montalto	___	___	___	___
Trustee David Paluch	___	___	___	___
President P. Sean Michels	___	___	___	___

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: RICH YOUNG, COMMUNITY DEVELOPMENT DIRECTOR
MIKE FERENCAK, VILLAGE PLANNER
SUBJECT: ORDINANCE: TEXT AMENDMENT, SPECIAL USE, AND VARIANCES
FOR AN AERIAL LIFT SALES, RENTAL, AND SERVICE FACILITY AT
659, 679, AND 689 N. HEARTLAND DRIVE
AGENDA: SEPTEMBER 3, 2013 COMMITTEE OF THE WHOLE MEETING
DATE: SEPTEMBER 13, 2013

ISSUE

Should the Village Board consider requests for a Text Amendment, Special Use, and five (5) Variances for an aerial lift sales, rental, and service facility at 659, 679, and 689 N. Heartland Drive in the Sugar Grove Research Park.

DISCUSSION

The Committee of the Whole reviewed these requests at the September 3, 2013 meeting. The Committee was in favor of each of the requests as presented. The proposed ordinances would amend the Zoning Ordinance to add a use that is currently not listed and bring an existing business into conformance with zoning, including proposed site improvements to one of the properties.

Since the Committee meeting, the applicant provided a revised Site Plan and revised Landscape Plan. Staff reviewed these plans and found they are in compliance and addressed seven of the fourteen draft conditions. The Floor Plan and Fence Elevation Plan have not been revised, but were already in compliance. The draft Special Use and Variances Ordinance therefore contains only seven conditions.

ATTACHMENTS

1. Text Amendment Ordinance
2. Special Use and Variances Ordinance
3. Site Plan last revised September 10, 2013
4. Landscape Plan last revised September 10, 2013

The following items were previously provided:

1. Staff Report to the August 21, 2013 Plan Commission
2. Site Plan last revised August 16, 2013
3. Landscape Plan overlaid on Site Plan last revised August 16, 2013
4. Floor Plan date stamped August 15, 2013
5. Fence Elevation dated June 12, 2013

COSTS

This project required a public hearing. Costs have been paid by the applicant.

RECOMMENDATION

That the Board adopts Ordinance 2013-0917_, An Ordinance Amending Title 11 of the Code of Ordinances to add aerial lift sales, rental, and service as a Special Use in the M-1 Limited Manufacturing District.

That the Board adopts Ordinance 2013-0917_, An Ordinance Granting a Special Use for aerial lifts sales, rental, and service, including outdoor storage and fuel tanks for 659, 679, and 689 N. Heartland Drive, as well as Variances for pavement setbacks and landscaping requirements at 689 N. Heartland Drive.



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

Ordinance NO 20130917E

**AN ORDINANCE AMENDING THE VILLAGE CODE OF ORDINANCES SECTION 6-3-4
FOR THE VILLAGE OF SUGAR GROVE,
KANE COUNTY, ILLINOIS
(OVERNIGHT PARKING)**

Adopted by the
Board of Trustees and President
of the Village of Sugar Grove
this 17th day of September 2013.

Published in Pamphlet Form
by authority of the Board of Trustees
of the Village of Sugar Grove, Kane County,
Illinois, this 17th day of September 2013.

ORDINANCE NO. 20130917E

**AN ORDINANCE AMENDING THE VILLAGE CODE OF ORDINANCES SECTION 6-3-4
FOR THE VILLAGE OF SUGAR GROVE,
KANE COUNTY, ILLINOIS
(OVERNIGHT PARKING)**

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 wishes to amend Section 6-3-4 of the Village of Sugar Grove Code of Ordinances to overnight parking on Village streets;

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

SECTION ONE: Amendment to Section 6-3-4

The Village Code of Ordinances Section 6-3-4 is hereby amended to read as follows:

6-3-4: NIGHT PARKING:

A. Prohibited: No person shall park any vehicle on any street within the village between the hours of two o'clock (2:00) A.M. to six o'clock (6:00) A.M.

B. Exceptions: Excepted from the provisions of this section are:

1. Emergency vehicles, including physicians, police officers and firefighters on emergency calls.
2. Any person who notifies the Village Police Department by use of the Night Parking Voicemail (or direct contact with a Police Department Officer or staff person) that they will be unable to move their vehicle for the hours normally prohibited above and complies with the following: a) the notification is made as stated herein; b) the notification must be provided no earlier than 24 hours prior to the time period sought to be used; c) this exemption may be used once per calendar month; d) the vehicle registration number and State of issuance, along with the description of the vehicle and address where parked shall be provided to the Police Department. In addition, the phone number of where to reach a driver/owner shall be supplied in case of contact is required. No fee for such permission shall be required.
3. Any person who notifies the Village Police Department by use of the Night Parking Voicemail

(or direct contact with a Police Department Officer or staff person) that their property has been sealcoated and where it is apparent that the driveway or parking areas have been sealcoated. This exception shall be allowed for a maximum of three days after sealcoating has been applied. The notification must be provided no earlier than 24 hours prior to the time period sought to be used; b) this exemption will not count towards the once per calendar month exemption in Section 6-3-4(B)(2) above; c) the vehicle registration number and State of issuance, along with the description of the vehicle, address where parked shall be provided shall be provided to the police department.

4. Any person who notifies the Village Police Department by use of the Night Parking Voicemail (or direct contact with a Police Department Officer or staff person) that they wish to park on the following holidays: New Year's Eve, New Year's Day, Memorial Day, Independence Day and the day following Independence Day, Labor Day and the day following Labor Day, Thanksgiving Day and the day following Thanksgiving Day, Christmas Eve, Christmas Day and the day following Christmas. The notification must be provided no earlier than 24 hours prior to the time period sought to be used; b) this exemption will not count towards the once per calendar month exemption in Section 6-3-4(B)(2) above; c) the vehicle registration number and State of issuance, along with the description of the vehicle, address where parked shall be provided shall be provided to the police department.

5. The Chief of Police and his/her designee may also use his/her discretion to provide for lengthier exceptions based on individual circumstances beyond the control of most reasonably prudent persons, including, but not limited to, acts of nature, and limited time circumstances that are unlikely to reoccur. Incidences where the exception is granted for more than 3 continuous days hereunder shall be documented in writing by the Police Department. Any person benefitting from such exception for more than 3 continuous days shall sign an acknowledgment of the same.

C. Section 6-3-7 of the Code of Ordinances takes precedence over the exceptions listed herein. These exceptions do not apply (except Section 6-3-4(B)(5)) during time periods when on street parking is prohibited under Section 6-3-7.

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 17th day of September, 2013.

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

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

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

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: PATRICK J. ROLLINS, CHIEF OF POLICE
SUBJECT: ORDINANCE: AMENDING THE VILLAGE CODE FOR OVERNIGHT PARKING SECTION 6-3-4
AGENDA: SEPTEMBER 17, 2013 BOARD MEETING
DATE: SEPTEMBER 9, 2013

ISSUE

Should the Village amend the Village Code, Section 6-3-4 for Overnight Parking on Village Streets.

DISCUSSION

Follow up from the June 4 Village Board Meeting: Staff was given direction to amend the existing overnight parking program as outlined in the Village Code, Section 6-3-4.

The amended ordinance addresses the number of times a vehicle can park on the Village Streets within a given time frame, holiday exemption, exceptions based on unique circumstance such as a hospice caretaker, and snowfall restrictions to override granted permission.

Notification must be provided no earlier than 24 hours prior to the time period sought to be used this exemption may be used once per calendar month. The vehicle registration number and State of issuance, along with the description of the vehicle and address and phone number where parked shall be provided to the Police Department.

Overnight parking shall be allowed:

- Once per calendar month.
- When a property has been sealcoated and where it is apparent that the driveway or parking areas have been sealcoated. This exception shall be allowed for a maximum of three days after sealcoating has been applied.
- On the following holidays: New Year's Eve, New Year's Day, Memorial Day, Independence Day and the day following Independence Day, Labor Day and the

day following Labor Day, Thanksgiving Day and the day following Thanksgiving Day, Christmas Eve, Christmas Day and the day following Christmas. This exemption will not count towards the once per calendar month exemption the police department.

The Chief of Police and his/her designee may also use his/her discretion to provide for lengthier exceptions based on individual circumstances beyond the control of most reasonably prudent persons, including, but not limited to, acts of nature, and limited time circumstances that are unlikely to reoccur.

Section 6-3-7 - of the Code of Ordinances takes precedence over the exceptions listed herein. These exceptions do not apply (except Section 6-3-4(B)(5)) during time periods when on street parking is prohibited under Section 6-3-7. (2" snowfall)

COST

Costs of this item are limited to legal services for drafting the IGA and estimated at less than \$500 which can be accommodated in the General Fund Police account #01-51-6301 Legal Services.

RECOMMENDATION

Staff recommends that the Village Board approve an Ordinance amending the Overnight Parking section 6-3-4, Ordinance # 20130917E.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: PATRICK J. ROLLINS, CHIEF OF POLICE
SUBJECT: RESOLUTION: EXECUTION OF AN IGA WITH THE PARK DISTRICT
FOR POLICE ENFORCEMENT OF PARK DISTRICT REGULATIONS
AGENDA: SEPTEMBER 17, 2013 BOARD MEETING
DATE: SEPTEMBER 9, 2013

ISSUE

Should the Village enter into an Intergovernmental Agreement with the Sugar Grove Park District- adopting their ordinances allowing Sugar Grove Police Officers to enforce Park District regulations/violations on park district property.

DISCUSSION

Follow up from the July 16 Village Board Meeting: The Village Board desired to enter into a Intergovernmental Agreement with the Park District and directed Staff and the Village's Attorney to move forward in drafting and IGA with the Park District for the Enforcement of Park District Ordinances by the Sugar Grove Police Department.

The IGA was presented to the Park District for their approval, and has since been approved by the Park District's at their Board Meeting on Monday, September 9, 2013.

COST

Costs of this item are limited to legal services for drafting the IGA and estimated at less than \$500 which can be accommodated in the General Fund Police account #01-51-6301 Legal Services.

RECOMMENDATION

Staff recommends that the Village Board approve Resolution # 20130917A, authorizing execution of an IGA with the Sugar Grove Park District.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
VILLAGE OF SUGAR GROVE AND SUGAR GROVE PARK DISTRICT
REGARDING POLICING OF PARK PROPERTY**

THIS AGREEMENT is entered into by and between the SUGAR GROVE PARK DISTRICT (hereinafter referred to as the "District") and the VILLAGE OF SUGAR GROVE (hereinafter referred to as the "Village"), both municipal corporations located in the County of Kane, State of Illinois;

WHEREAS, the Illinois Constitution provides that units of local government may contract to share services through intergovernmental agreements, III. Const., Art. VII, §10 (1970); and

WHEREAS, Illinois statutes provide that public agencies may share powers through intergovernmental agreements pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, the District desires that its laws, ordinances, rules and regulations be enforced by the Village within its parks, grounds and facilities; and

WHEREAS, the Village operates a police force including police officers and required vehicles and equipment; and

WHEREAS, the Village has determined that it is feasible and appropriate that its police officers enforce the laws, ordinances, rules and regulations of the District within its parks, grounds and facilities within the corporate limits of the Village; and

WHEREAS, the Village and the District wish to associate, cooperate and share services to achieve the goals and objectives expressed herein and to enter into an intergovernmental agreement that so provides.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained in this Agreement, the District and the Village agree as follows:

Section 1: Village police officers shall be authorized at all times to enforce the laws, ordinances, rules and regulations of the District upon the parks, grounds and facilities of the District within the corporate limits of the Village and to sign and file complaints for any violation thereof. Under this provision, no Village police officers, vehicles or equipment shall be specifically designated for park patrol, but rather in the normal course of patrol and on call, the Village police officers shall so enforce the laws in the parks, grounds and facilities of the District. The District shall make no payment to the Village for the enforcement services as set out in this Section.

Section 2: The police officers of the Village shall remain under the command of the Village's Chief of Police at all times. At all times, Village police officers shall remain employees and agents of the Village. As employees of the Village, the police

officers shall have full and exclusive control over the specific means, manner and methods used in providing the law enforcement and police services contemplated by this Agreement.

It is further understood that said police officers are not agents or employees of the Park District and are therefore not entitled to any benefits provided employees of the Park District.

Section 3: This Agreement shall not be construed as to limit in any way the authority or ability of the police officers of the Village to enforce the laws of the Village, State of Illinois and United States as otherwise authorized by applicable law, either on or off of the property of the District.

Section 4: Members of the Village Police Department, acting hereunder to enforce the laws on District property, shall be conservators of the peace within and upon such parks and property controlled by the District and shall have the power to make arrests on view of the offense, or upon warrants, for violation of any of the laws, rules, regulations or ordinances of the District, or for any breach of the peace, in the same manner as police in cities or villages organized and existing under the general laws of the State of Illinois.

Section 5: To the fullest extent permitted by law, each party shall protect, indemnify, save, defend and hold harmless the other party, including its officers, officials, volunteers, employees and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorney and paralegal fees, which the other party and for which its officers, officials, volunteers, employees and agents may become obligated by reason of any accident, bodily injury, death of person, or loss of or damage to tangible property, or civil and/or constitutional infringement of rights (specifically including violations of the Federal Civil Rights Statutes) arising indirectly or directly in connection with or under, or as a result of this agreement; but only to the extent caused in whole or in part by any negligent or wrongful act or omission of the indemnifying party.

In the event either party purchases insurance from an insurance company, it shall keep in force at all times during the term of this agreement Commercial General Liability Insurance specifically including Police Professional Liability, bodily injury, personal injury and property damage limits of \$3,000,000 per occurrence.

In the event that either party is self-insured, member of an intergovernmental pool or provides for its risk financing by a means other than commercial insurance, it shall keep in force at all times during the term of this agreement, General Liability coverage specifically including Police Professional Liability, bodily injury, personal injury and property damage limits of \$3,000,000 per occurrence.

Each party shall furnish certificates of the insurance and/or coverage in place

as required herein and including a 60-day notice of cancellation or reduction in limits. The policy and/or coverage shall be primary and non-contributory as to the other party and shall name the other party as an additional insured and shall also contain a "contractual liability" clause and shall waive any rights of subrogation against the other party.

Section 6: If any provision of this Agreement is held to be invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect without the invalid provision.

Section 7: This Agreement shall be effective when executed by the District and Village. Unless otherwise terminated by either party, this Agreement shall be effective for a term of one (1) year and be automatically renewed for successive terms of one (1) year each unless either party notifies the other in writing of non-renewal at least ninety (90) days before the end of the applicable term.

Section 8: Either party hereto may terminate this Agreement for any violation of its terms by providing the offending party with thirty (30) days advance written notice. Either party hereto may also terminate this Agreement for any reason or no reason at all by giving the other party at least ninety (90) days advance written notice.

Section 9: Any other agreement or agreements between the parties hereto concerning the subjects hereof are terminated and canceled upon approval hereof, and this Agreement shall be the only agreement between the parties regarding the subject matter hereof.

Section 10: Notice or other writings which any party is required to, or may wish to, serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

For the Village of Sugar Grove:

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

With a copy to:

Steven A. Andersson
Attorney for the Village of Sugar Grove
Mickey, Wilson, Weiler, Renzi & Andersson, P.C.
2111 Plum Street, Suite 201 Aurora, IL 60506

For the Sugar Grove Park District:

With a copy to:

or such other address as any party may from time to time designate in a written notice to the other party.

Section 11: This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois.

Section 12: This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

IN WITNESS WHEREOF, the undersigned governments have caused this Agreement to be duly executed this __day of _____, 2013

VILLAGE OF SUGAR GROVE

**SUGAR GROVE PARK
DISTRICT**

BY: _____
Village President

BY: _____

ATTEST: _____
Village Clerk

ATTEST: _____

**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: APPROVAL: AUXILIARY SALT STORAGE IMPROVEMENTS
AGENDA: SEPTEMBER 17, 2013 REGULAR BOARD MEETING
DATE: SEPTEMBER 11, 2013

ISSUE

Should the Village approve the auxiliary salt storage improvements project.

DISCUSSION

Over the last 6 winter seasons, the unpredictable nature of winter, irregular salt delivery schedules and river icing have made it challenging to predict the amount of salt necessary to keep on-site to effectively respond to snow removal demands. As a result, Public Works has taken the necessary steps to ensure the proper amounts of materials are available to combat snow and ice by constructing a temporary salt storage area at the Public Works Facility. The storage area was built approximately 5 years ago and while it has been effective, it has proven somewhat inefficient and difficult to use.

In order to improve the system, Staff is requesting to transform the temporary salt storage area and add a more stable enclosure for the salt; including end walls, a truss system, a canvas cover and an opening for access to the salt. The project would include the purchase of the enclosure, minor site improvements and hardware and contractual installation of the enclosure. The total costs are estimated at \$40,450.00 to complete the project.

Staff requested quotes from 3 companies for the enclosure including delivery and installation. The results are as follows:

Company	Enclosure	Labor	Total
Guard-All	\$15,450.00	\$12,000.00	\$27,450.00
ClearSpan	\$18,218.00	\$25,696.00	\$43,914.00
BriteSpan	Did not reply to request		

Due to the somewhat specialized nature of the enclosure, local distributors were not readily available which led to Staff initiating Requests for Proposals from dealers selected off the American Public Works Association website. Guard-All was the lowest

responsive quote with a total cost of \$27,450.00 and Staff is requesting that the Board waive the bidding process and accept Guard-All's proposal.

Additional costs anticipated with this project include various site improvements including replacement concrete block purchases, sealers and caulks for the structure and miscellaneous hardware for bracing the blocks. The additional costs are estimated \$13,000.00.

The permanent Salt Storage building is tentatively scheduled for improvement in FYE 16; however, Staff would continue to utilize the outside storage beyond that point.

COST

The total cost to complete the Auxiliary Salt Storage Enclosure is estimated at \$40,450.00. The Fiscal Year 13-14 Streets Capital Project Budget, account number 30-53-7003: Building Improvements includes \$60,000.00 for the project.

RECOMMENDATION

The Village Board waive the bidding process and accepts Guard-All's proposal for the manufacture and installation of the Auxiliary Salt Storage Enclosure and authorizes the Director of Public Works to execute all necessary paperwork associated with the project in an amount not to exceed the \$40,450.00.



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

ORDINANCE NO. 2013-0917C

**AN ORDINANCE GRANTING AN AMENDMENT TO THE
AMERICAN HEARTLAND RESUBDIVISION PUD
ORDINANCE 2012-1030A
IN THE VILLAGE OF SUGAR GROVE**

Adopted by the
Board of Trustees and President
of the Village of Sugar Grove
this 17th day of September, 2013.

Published in Pamphlet Form
by authority of the Board of Trustees
of the Village of Sugar Grove,
Kane County, Illinois
this 17th day of September, 2013.

ORDINANCE NO. 2013-0917C

**AN ORDINANCE GRANTING AN AMENDMENT TO THE
AMERICAN HEARTLAND RESUBDIVISION PUD
ORDINANCE 2012-1030A
IN THE VILLAGE OF SUGAR GROVE**

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, American Heartland Bancshares, Inc., owner of the property legally described in SECTION ONE of this ordinance, has petitioned for a minor amendment to the American Heartland Resubdivision PUD Ordinance 2012-1030A; and

WHEREAS, the amendment requested is to address condition 3 of Ordinance 2012-1030A regarding deferred approval of some required plans; and,

WHEREAS, this ordinance would fulfill the requirements of condition 3 of Ordinance 2012-1030A, including adoption of building elevation, trash enclosure elevation, and wall sign plans, as well as a revised floor plan; and,

WHEREAS, the Plan Commission has reviewed this minor amendment at their meeting on August 21, 2013, and the Commission recommended approval by a vote of 6-0; and,

WHEREAS, the Village Board has reviewed this request and has deemed that the approval of the amendment as stated in SECTION TWO is in compliance with the Comprehensive Plan and all Ordinances of 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: LEGAL DESCRIPTION

That the property is legally described as follows:

See Exhibit "A".

SECTION TWO: PLANNED DEVELOPMENT

That American Heartland Resubdivision PUD Ordinance 2012-1030A Exhibit C is hereby amended as follows:

Condition 2 is hereby repealed and replaced in its entirety as follows:

“The Preliminary PUD, Final PUD, and Special Use for Lot 1 shall substantially conform to:

- A. the Preliminary / Final Plat, titled “Final Plat of American Heartland Resubdivision”, by Craig R. Knoche & Associates, sheets 1 and 2 of 2, dated August 14, 2012, last revised October 20, 2012;
- B. the Preliminary / Final Site / Engineering / Landscape / Photometric Plan Set, titled “American Heartland Bank”, by Craig R. Knoche & Associates, sheets C0.1 to C7.5, dated August 21, 2012, last revised October 27, 2012;
- C. the Preliminary / Final Building Elevation / Trash Enclosure Elevation / Wall Sign / Floor Plan Set, titled “American Heartland Bank and Trust”, by Studio GC Architecture & BIM, 8 sheets, dated September 17, 2013;
- D. the Preliminary / Final Ground Sign Plan, titled “American Heartland Bank & Trust”, by Aurora Sign Co., sheet 11, dated February 15, 2012;

except as such plans may be revised to conform to Village codes and ordinances and the conditions below.”

Condition 3 is hereby addressed and deleted.

SECTION THREE: REPEALER

That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION FOUR: SEVERABILITY

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

SECTION FIVE: EFFECTIVE DATE

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 17th day of September, 2013.

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

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

ATTEST:

Cynthia L. Galbreath
Clerk, Village of Sugar Grove

Exhibit A- Legal Description

LOTS 71 AND 72 IN SUGAR GROVE OFFICE AND INDUSTRIAL CENTER, BEING A SUBDIVISION OF PART OF LOT 3 AND LOT 6 IN SUGAR GROVE CORPORATE CENTER UNIT 2 BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 1992 AS DOCUMENT 92K21953, IN THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS.



The Landings
to be all HPS.

Sugar Grove Center
to be all MH.

Not Developed

Not Developed

-  HPS — approved and installed.
-  HPS. — approved, but MH installed.
-  MH — approved and installed.

Not Developed

Not Developed

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: RICHARD YOUNG, COMMUNITY DEVELOPMENT DIRECTOR
MIKE FERENCAK, VILLAGE PLANNER
SUBJECT: ORDINANCE: MINOR AMENDMENT TO THE AMERICAN
HEARTLAND RESUBDIVISION PLANNED UNIT DEVELOPMENT
(PUD)
AGENDA: SEPTEMBER 17, 2013 REGULAR VILLAGE BOARD MEETING
DATE: SEPTEMBER 12, 2013

ISSUE

Should the Village amend the American Heartland Resubdivision PUD.

DISCUSSION

The Committee of the Whole reviewed this request at the September 3, 2013 meeting. The Committee was in favor of the amendment as presented. The proposed ordinance would address condition 3 of the PUD to have reviewed and approved Building and Trash Enclosure Elevation Plans for the site. Since the Committee meeting, the plans have been revised to label all specific materials and colors and a detail of the wall sign has been added. The proposed ordinance would approve the Building Elevation Plans, Trash Enclosure Elevation Plans, Wall Sign Plan, and the slightly revised Floor Plan.

With the approval of the American Heartland Resubdivision PUD on October 30, 2012, the parking lot lighting plan was approved. Building-mounted lighting was unknown at the time. On September 5, 2013, the applicant submitted to staff for review the revised plans (Site, Engineering, Landscape, Lighting, etc.) to address the Board conditions of approval from October 30, 2012. These will be reviewed by staff in the following days. As part of that review, staff will confirm that building-mounted lighting will be in conformance with requirements.

At the Committee of the Whole meeting, President Michels asked whether the lighting would be high pressure sodium (yellow-orange) or metal halide (white) at this site. The applicant originally submitted metal halide plans that were found to be in compliance with required foot candle levels and these were approved by the Board on October 30, 2012.

The light intensity at Walgreens is an example of metal halide lighting that is generally in compliance with the Village's foot candle level requirements and American Heartland Bank will appear much the same. Much of the metal halide lighting that was installed in earlier

years was more intense, such as the metal halide lighting at Jewel. With this less intense metal halide lighting available nowadays, the staff recommendation is to consistently apply that type of white lighting to new development and redevelopment throughout the commercial and industrial districts of the Village.

Staff does note that this particular block is where the majority of existing high pressure sodium lighting in the commercial district is located. However, in the long run, the lighting on the other properties in this block can be updated to match the rest of the Village. Please see the attached map for reference.

ATTACHMENTS

1. Minor PUD Amendment Ordinance
2. Building and Trash Enclosure Elevation Plans (including Wall Sign and Floor Plans) dated September 17, 2013
3. Map showing lighting types near Route 47 & Park Avenue

The following items were previously provided:

1. Staff Report to the August 21, 2013 Plan Commission meeting
2. Building and Trash Enclosure Elevation Plans and Floor Plan dated August 21, 2013
3. For Reference: Site Plan last revised October 27, 2012

COST

This project did not require a public hearing. Costs have been paid by the applicant.

RECOMMENDATION

That the Board adopts Ordinance 2013-0917_, An Ordinance Granting a Minor PUD Amendment for American Heartland Resubdivision, subject to attorney review.

**090VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: CINDY GALBREATH, VILLAGE CLERK
SUBJECT: VILLAGE TREASURER APPOINTMENT
AGENDA: SEPTEMBER 17, 2013 REGULAR AGENDA
DATE: SEPTEMBER 12, 2013

ISSUE

Shall the Village Board appoint a Treasurer.

DISCUSSION

Village Code and State Statute require certain Public Office positions to be appointed by the Village President with the advice and consent of the Board. There are no set term lengths for any of these offices and all serve at the pleasure of the President and Board.

As there are certain items that need to be submitted and signed by the Treasurer, such as the CAFR and the annual Treasurer's Report it is recommended that a Treasurer be appointed. Typically the Finance Director is appointed to this position. In the past when this position has been vacant the Board made the decision to appoint the Village Administrator as the Treasurer until such time the position was filled.

At this time it is recommended that Village Administrator, Brent Eichelberger be appointed as Village Treasurer.

COSTS

There are no associated costs.

RECOMMENDATION

That the Village Board upon recommendation of Village President Sean Michels ratifies to the position Village Treasurer, Brent Eichelberger.

WHEREAS, OWNER has or will perform and execute all acts required by law to effectuate such annexation; and,

WHEREAS, OWNER will perform all acts, duties and responsibilities required by this Agreement and by the VILLAGE Code to develop the Property; and,

WHEREAS, all notices required by law relating to this annexation and to this Agreement have been given to the persons or entities entitled to such notice pursuant to the applicable provisions of the Illinois Compiled Statutes; and,

WHEREAS, the Corporate Authorities of the VILLAGE have duly affixed the time for a public hearing on this Agreement and pursuant to legal notice have held such hearing thereon all as required by the provisions of the Illinois Compiled Statutes; and,

WHEREAS, in reliance upon the development of the Property in the manner proposed, OWNER, and the VILLAGE have executed all petitions and other documents that are necessary to accomplish the annexation of the Property to the VILLAGE; and,

WHEREAS, it is the desire of the VILLAGE and OWNER that the development of the Property proceed, subject to the ordinances, codes and regulations of the VILLAGE as amended; and,

WHEREAS, in accordance with the powers granted to the VILLAGE by the provisions of 65 ILCS 5/11-15.1-1 through 15.1-5, inclusive, relating to Annexation Agreements, the parties hereto wish to enter into a binding Agreement with respect to the Property and to provide for various other matters related directly or indirectly to the annexation of the Property as authorized by the provisions of said statutes; and,

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the parties agree as follows:

1. **ANNEXATION.**

OWNER has filed with the Clerk of the VILLAGE a duly executed verified petition pursuant to, and in accordance with, the provisions of 65 ILCS 5/7-1-1 *et seq.* to annex the Property and any adjacent highways to the VILLAGE subject to the approval of this Agreement. Upon execution of this Agreement the VILLAGE shall thereafter take all steps necessary to annex and zone the Property pursuant to the terms of this Agreement. It is expressly understood that this Agreement, in its entirety, together with the Petition for Annexation for the Property, shall be null, void and of no force and effect unless the Property is zoned and classified as provided in this Agreement by the adoption of ordinances by the VILLAGE contemporaneously with the annexation of the PROPERTY.

2. **ZONING.**

After annexation of the Property, the VILLAGE shall adopt an ordinance amending the provisions of the Zoning Map so as to provide that the Property shall be classified as an A-1 Agricultural District.

3. **FUTURE USE AND DEVELOPMENT.**

The Parties acknowledge that the current use of the Property is agricultural (plants, not animal husbandry which is hereby prohibited). Said use may continue upon and after annexation of the Property to the VILLAGE uninterrupted for the duration of this Agreement. Further no other uses, may be commenced, nor may any further development of the Property (of any type or character) be commenced until an amended annexation agreement for the Property is agreed to between the then OWNER of the Property (or portion of the Property) and the VILLAGE. Said Amendment shall encompass the items listed on Exhibit B and potentially other items not yet contemplated by the Parties. The VILLAGE is free to condition its approval of an amendment on any items it deems appropriate at the time and shall not be required to approve any amendment or allow any use (other than what is occurring as of the date of this agreement) unless it wishes to do so in its sole and absolute discretion. The Parties acknowledge that said discretion on the part of the VILLAGE is broad, and as such, the only remedy for the then current OWNER, if he/she/it is not satisfied with the proposed conditions of an amendment, is that he/she/it shall be permitted to disconnect the Property from the VILLAGE, pursuant to Paragraph 4 hereof.

4. **DISCONNECTION.**

A) Voluntary: As noted in Paragraph 3 hereof, the VILLAGE acknowledges that VILLAGE and OWNER have entered into this Agreement with the expectation that the Agreement would be subsequently amended to incorporate certain mutually satisfactory conditions for development, including, but not limited to, the rezoning of part or all of the Property, the issuance of special uses, and the modification of certain VILLAGE ordinances (the "Conditions of Development"). In the event that OWNER determines, anytime prior to the issuance of the first occupancy permit within the Property, that, in its sole opinion, the Conditions of Development it deems necessary for the development of the Property have not been incorporated into an Amendment of this Agreement, than OWNER may elect to disconnect the entire Property from the VILLAGE. Upon receipt of OWNER's notice of disconnection, VILLAGE and OWNER shall immediately take such actions as may be required to effect the disconnection of the Property from the VILLAGE, including but not limited to the filing of petitions and the passage of ordinances. Upon such disconnection, this Agreement shall be of no further force and effect, except as otherwise provided herein.

VILLAGE agrees that it shall not annex, incorporate, consolidate, or otherwise join any property contiguous to the Property to the VILLAGE prior to the issuance of the first occupancy permit on the Property unless such annexation, incorporation, consolidation or any other joinder of property will not: (i) affect the Property's status as located on the border of the VILLAGE and (ii) in the event the Property is disconnected, result in the isolation of any part of the VILLAGE

from the remainder of the VILLAGE. The OWNER may waive the provisions of this subparagraph without an amendment of this Agreement.

VILLAGE hereby acknowledges that if the Property is disconnected from the VILLAGE pursuant to this provision: (a) the growth prospects and plan and zoning ordinances of the VILLAGE would not be unreasonably disrupted; (b) there would be no disruption to existing municipal service facilities, such as, but not limited to, sewer systems, street lighting, water mains, garbage collection, and fire protection; and (c) if disconnected, the VILLAGE would not be unduly harmed through loss of tax revenue in the future.

B) Mandatory: In the event no amended annexation Agreement has been entered into by the Parties (or their successors), the OWNER agrees to consent (and does hereby consent) to a disconnection of the Property by the VILLAGE 19 years and 6 months after execution hereof. The OWNER agrees it shall immediately take such actions as may be required to effect the disconnection of the Property from the VILLAGE, including but not limited to, the filing of petitions.

5. **TIME IS OF THE ESSENCE.**

It is understood and agreed by the parties that time is of the essence in this Agreement, and that all parties will make every reasonable effort to expedite the subject matter hereof. It is further understood and agreed by the parties that the successful consummation of this Agreement requires their continued cooperation.

6. **BINDING EFFECT AND TERM.**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns including, but not limited to, successor OWNER of record, successor developers, lessees and successor lessees, and upon any successor municipal authority of the VILLAGE and successor municipalities for a period of twenty (20) years from the later of the date of execution hereof and the date of adoption of the ordinances pursuant hereto. The Parties agree that this Agreement may be amended, at any time. This power to amend includes the power to amend the Agreement as to only a portion of the Property. An amendment as to any portion of the Property shall only require the consent of the then OWNER of said portion of the Property and shall not require the consent of the then OWNER(s) of any other portion of the Property. It is acknowledged that this power to amend as to a portion of the Property may result in inequitable treatment between the OWNERS of portions of the Property as to obligations that may have once been uniform across the Property. The OWNER hereby agrees that the benefits of the ability to amend this Agreement (by OWNERS of portions of the Property) outweigh the potential detriments of inequitable treatment and agrees to this provision (thus binding its successor OWNERS) in spite of said potential inequities.

7. **NOTICES.**

Upon a breach of this Agreement, any of the Parties in any court of competent jurisdiction, by any action or proceeding at law or in equity, may exercise any remedy available

at law or equity.

Before any failure of any Party of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, by certified mail/receipt requested, the Party alleged to have failed to perform, state the obligation allegedly not performed and the performance demanded.

Notice shall be provided at the following addresses:

VILLAGE: VILLAGE of Sugar Grove
10 S. Municipal Drive
Sugar Grove, IL 60554

Copy to: VILLAGE Attorney:
Steven A. Andersson
Mickey, Wilson, Weiler, Renzi & Andersson P.C.
2111 Plum Street, Suite 201
Aurora, Illinois 60507-0787

OWNER:

Copy to:

8. **AGREEMENT TO PREVAIL OVER ORDINANCES.**

In the event of any conflict between this Agreement and any ordinances of the VILLAGE in force at the time of execution of this Agreement or enacted during the pendency of this Agreement, the provision of this Agreement shall prevail to the extent of any such conflict or inconsistency.

9. **PARTIAL INVALIDITY OF AGREEMENT.**

If any provision of this Agreement (except those provisions relating to the requested rezoning of the Property identified herein and the ordinances adopted in connection herewith), or its application to any person, entity, or property is held invalid, such provision shall be deemed

to be excised here from and the invalidity thereof shall not affect the application or validity of any other terms, conditions and provisions of this Agreement and, to that end, any terms, conditions and provisions of this Agreement are declared to be severable.

If for any reason during the term of this Agreement, any approval or permission granted hereunder regarding plans or plats of subdivision or zoning is declared invalid, the VILLAGE agrees to take whatever action is necessary to reconfirm such plans, plat approvals or zoning ordinances effectuating the zoning, variations and plat approvals proposed herein.

10. **MISCELLANEOUS**

A. **Headings:** The article headings are inserted for convenience only, and in no way define, limit or describe the scope or intent of any article or section of this Agreement

B. **Governing Law and Venue:** This Agreement, and the covenants and undertakings made hereunder, are performable in Kane County, Illinois, and shall be governed by the laws of the State of Illinois. Any legal proceeding of any kind arising from this Agreement shall be filed in the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois.

C. **Mutual Assurances:** The Parties shall do all things necessary or appropriate to carry out the terms and provision of this Agreement, and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as stated herein. Such actions shall include, but not be limited to, giving of such notices, holding public hearings, enactment by the VILLAGE of such resolutions, ordinances, or other measures as may be necessary to enable the Parties' compliance with the provisions of this Agreement.

D. **Amendment:** This Agreement, together with the exhibits attached hereto, may be amended only by the written agreement of the Parties, and execution of all required ordinances and after provided public notice as provided by law.

E. **Entire Agreement:** This Agreement, together with all exhibits referenced herein and attached hereto, contains all agreements, understandings, and covenants of the Parties.

F. **Conflict:** In the event there is a conflict between the terms and provision of the body of the text of this Agreement with the applicable VILLAGE codes, ordinances, or regulations, the terms and provisions of this Agreement shall control and prevail. Except as specifically provided otherwise in this agreement, all parties shall perform their obligations under this agreement in accordance with all applicable State, Federal and County laws, rules, ordinances and regulations and all VILLAGE Ordinances, resolutions and rules and regulations at the time of reference.

G. **Counterparts.** This Agreement may be signed in counterparts.

H. **Incorporation of Recitals.** The Recitals are material to this Agreement, and are

incorporated as part of this Agreement by this reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

[Space below intentionally left blank]

VILLAGE:

THE VILLAGE OF SUGAR GROVE

By: _____
VILLAGE President

Attest: _____
VILLAGE Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ and _____, personally known to me to be the VILLAGE President and VILLAGE Clerk, respectively, of the VILLAGE of Sugar Grove, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such VILLAGE President and VILLAGE Clerk, they signed and delivered the said instrument as President and VILLAGE Clerk caused the corporate seal of said VILLAGE to be affixed thereto, pursuant to authority, given by the VILLAGE of Sugar Grove VILLAGE Trustees as the free and voluntary act and deed of said VILLAGE for the uses and purposes set forth.

Given under my hand and official seal, this _____ day of _____, 201_.

Notary Public

OWNER:

By: _____

Name: _____

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and delivered the said instrument as a free and voluntary act for the uses and purposes set forth.

Given under my hand and official seal, this _____ day of _____, 201_.

Notary Public

EXHIBIT LIST

Exhibit "A"	LEGAL DESCRIPTION
Exhibit "B"	CHECKLIST OF AMENDMENT ISSUES

Exhibit "A"

LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED

Exhibit "B"

CHECKLIST OF AMENDMENT ISSUES

(Not exhaustive)

1. Zoning, Building and Planning
 - Plat and Plan
 - Landscaping
 - Engineering
 - “Lock in” code compliance for a period of years
 - Compliance with Ordinances by Contract

2. Fees, Donations & Contributions
 - Consultants Fees
 - Municipal Annexation Fees
 - Other Governmental Fees
 - Water Tap fees
 - Other Fees
 - Park Land/Cash Donations
 - School/Land Cash Donations
 - Muni/FPD Land Cash Donations
 - Special Contributions due to unique conditions (Bridges, off ramps, etc...)
 - Timing of Payments of Fees (1/3 at Final Plat, 2/3 Building Permit etc.)

3. Construction Schedules & Site Cleanup
 - Grading permits prior to Plat?
 - Model Homes & Production prior utilities (indemnification for same)
 - Sales Trailer prior to plat?
 - Developer will snow plow, mow weeds, pick up debris , repair replace soil erosion, fencing during development (Posted security)
 - Developer will snow plow streets until 80% build-out

4. Storm-water & Flood Plain Management
 - Lot line separation from high water level
 - Detention basins planting standards
 - Release rates on downstream storm-water outlets (if any)
 - Release rates established
 - Base Flood Elevations for basements
 - Compliance with Storm-water Ordinance or exempt?

5. Water & Sewer
 - Annex Fee to Sanitary Districts other districts

- Requirement to extend all utilities to far side of property
 - Over-sizing and recapture
6. Appearance Standards
- Anti-monotony codes
 - Prefab Prohibitions
 - Green (sustainable development) Requirements
 - Fence Standards
 - Lighting Standards
 - Landscape Buffers
 - Lot Landscape minimum packages
 - Parkway Trees Standards
7. Funding Mechanisms for Common Areas
- SSA or HOA
 - Backup SSA if HOA
8. Variances
- Storm-water
 - Building Code
 - Zoning
 - Street & Street Widths
9. Other Matter

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: RICHARD YOUNG, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: DISCUSSION: CROWN DEVELOPMENT ANNEXATION AGREEMENT
AGENDA: SEPTEMBER 17, 2013 COTW MEETING
DATE: SEPTEMBER 13, 2013

ISSUE

Review of a draft Annexation Agreement for the Crown Development property.

DISCUSSION

With the ongoing effort for the approval and funding of a full interchange at I-88 and IL Rt.47, staff believes that is in the best interest of the Village to annex the property owned by Crown Development near and around said interchange. The property includes a total of 792 acres and is contiguous to the Village by way of Hannaford Farm. The current use of the property is agricultural farming and this use would continue upon and after annexation until such time as a Planned Unit Development (PUD) Agreement or Planned Development District (PDD) Agreement is completed and approved as part of an Amended Annexation Agreement by the Village. The property would be zoned and classified as A-1 Agricultural District. No other uses will be allowed, nor will any further development of the property be allowed until an Amended Annexation Agreement along with a PUD or PUD has been approved by the Village.

A public hearing on this proposed annexation is scheduled to be held by the Village Board on October 1, 2013.

ATTACHMENT

- Draft Annexation Agreement for Crown Property.

COSTS

There are Village Attorney cost associated with the drafting of this agreement and public notice costs estimated to be more than \$500.

RECOMMENDATION

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

FAP Route 326
Illinois Route 47
Kane County
Job No.: P-91-015-14
Agreement No.: JN-114-502

AGREEMENT

This agreement entered into this ____ day of _____, A.D., 2013, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the VILLAGE OF SUGAR GROVE, of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH:

WHEREAS, the STATE and the VILLAGE, in order to facilitate the free flow of traffic and ensure safety to the motoring public, are desirous of improving Illinois Route 47 at Interstate Route 88 (Ronald Reagan Memorial Tollway) (FAP Route 326, State Job No.: P-91-015-14) hereinafter referred to as the PROJECT; and

WHEREAS, the STATE and the VILLAGE are desirous of completing Preliminary Engineering (Phase I) to facilitate the free flow of traffic and insure safety to the motoring public of the PROJECT; and

WHEREAS, the STATE and the VILLAGE has sent a Letter of Intent dated July 2, 2013, attached hereto as Exhibit A, which specifies the PROJECT responsibilities for the STATE and the VILLAGE; and

WHEREAS, the STATE has agreed to participate in its share of costs associated with the PROJECT as defined in Exhibit A; and

WHEREAS, the STATE agrees to advance \$735,000 of the STATE's financial participation for the PROJECT to pay for a portion of the Preliminary Engineering (Phase 1) associated with the PROJECT; and

WHEREAS, the STATE and the VILLAGE are desirous of said PROJECT in that same will be of immediate benefit to the VILLAGE residents;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The VILLAGE agrees, subject to concurrence by the STATE, to secure a qualified consultant, and enter into a professional service contract with said consultant, to provide or cause to be provided, the Preliminary Engineering (Phase 1) for a complete Combined Design Study as outlined in the STATE's "Bureau of Design and Environment Manual," except in the event that the costs of the Preliminary Engineering (Phase 1) exceed \$735,000.00, in which case the Village shall have the option of terminating its obligation to complete the Preliminary Engineering (Phase 1) unless the STATE chooses to increase its funding to the Preliminary Engineering (Phase 1) to reimburse 100% of the costs of the Preliminary Engineering (Phase 1). If the STATE elects to increase its reimbursement as contemplated herein, the VILLAGE shall complete the Preliminary Engineering (Phase 1). In the event the STATE elects not to increase its reimbursement as contemplated herein, then the Village is under no obligation to complete the Preliminary Engineering (Phase 1). In the event of termination as contemplated herein, the VILLAGE shall not be obligated to reimburse the state for any amounts expended on the PROJECT up to and through the date of termination, but shall return any unused portions of funds advanced by the STATE to the VILLAGE.

1-2. The VILLAGE also agrees to pay, or provide for the payment of the entire cost of preliminary engineering subject to reimbursement by the STATE as hereinafter stipulated.

2-3. It is mutually agreed by and between the parties hereto that the estimated cost of Preliminary Engineering (Phase I) is \$753735,000.00.

3-4. The STATE agrees to reimburse the VILLAGE, \$753735,000.00 for the costs associated with the Preliminary Engineering (Phase I) or such additional amount as provided for in paragraph 1 hereof.

4-5. It is mutually agreed between the STATE and the VILLAGE that the \$753735,000.00 STATE reimbursement for the Preliminary Engineering (Phase I) as covered under this AGREEMENT shall be considered as part of the STATE's maximum financial commitment for the PROJECT of \$4,925,000.00 as defined in Exhibit A of this AGREEMENT. The STATE's remaining \$4,190,000.00 of financial commitment for the PROJECT will be reimbursed to the VILLAGE via separate documents in the future. Until such additional agreements are executed, the Village's sole obligation under this agreement and the Letter of Intent dated July 2nd 2013 (Exhibit A) is to fulfill the terms hereof. Until additional agreements are negotiated, agreed to and executed between the parties hereto, no additional obligations of the LOI are binding on the Village.

5-6. Upon proof of retention of a qualified consultant, receipt of the first and subsequent progress payments made to the qualified consultant and receipt of an

invoice from the VILLAGE, the STATE will reimburse the VILLAGE for the amount invoiced until the entire obligation incurred under this AGREEMENT has been fulfilled. The STATE reserves the right to approve any additional costs above the estimated \$~~753735~~735,000.00 prior to the VILLAGE expending said additional costs. Any State approved additional costs shall be considered as part of the STATE's maximum financial commitment for the PROJECT of \$4,925,000.00.

~~6-7.~~_____ The VILLAGE shall maintain, for a minimum of three years after the completion of the Project, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the Project shall be available for review and audit by the Auditor General and other STATE Auditors, and the VILLAGE agrees to cooperate fully with any audit conducted by the Auditor General and other STATE Auditors, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

~~7-8.~~_____ The VILLAGE agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and non-discrimination regulations required by the STATE.

~~8-9.~~_____ All work which is financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

9.10. The VILLAGE, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The VILLAGE shall carry out applicable requirements of 49 CFR, Part 26, in the award and administration of STATE assisted contracts. Failure by the VILLAGE to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the STATE deems appropriate.

10.11. It is the intent of the State that all or a portion of the costs of this project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State. This provision in no way constitutes an obligation of the Department to use any particular funding or to confer a contractual or other right to demand that any particular funding be used.

Obligations of the STATE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the Preliminary Engineering (Phase 1) contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

VILLAGE OF SUGAR GROVE

Attest:

Village Clerk

(Print)

Date: _____

(SEAL)

By: _____
(Signature)

By: _____
Print or Type

Title: _____

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Ann L. Schneider
Secretary of Transportation

Date: _____

By: _____
Omer A. Osman
Director of Highways/Chief Engineer

Date: _____

By: _____
Matthew R. Hughes
Deputy Director of Highways

Date: _____

By: _____
Michael A. Forti
Chief Counsel

Date: _____

TIN CERTIFICATION

The VILLAGE certifies that:

- 1. The number shown on this form is the VILLAGE's correct taxpayer identification number (or the VILLAGE_) is waiting for a number to be issued to them), and
- 2. The VILLAGE is not subject to backup withholding because: (a)the VILLAGE is exempt from backup withholding, or (b) the VILLAGE has not been notified by the Internal Revenue Service (IRS) that the VILLAGE is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the VILLAGE no longer subject to back-up withholding , and
- 3. The VILLAGE's person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien)

Taxpayer Identification Number: _____

Legal Status

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Government |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (Non Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral home /Cemetery |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> D= Disregarded entity |
| | <input type="checkbox"/> C= Corporation |
| | <input type="checkbox"/> P= Partnership |

**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: DISCUSSION: INTERGOVERNMENTAL AGREEMENT WITH IDOT FOR
PHASE I ENGINEERING ON THE I-88 AND IL ROUTE 47
INTERCHANGE PROJECT
AGENDA: SEPTEMBER 17, 2013 COMMITTEE OF THE WHOLE MEETING
DATE: SEPTEMBER 10, 2013

ISSUE

Should the Village authorize an Intergovernmental Agreement with the Illinois Department of Transportation Phase I engineering on the I-88 and IL Route 47 Interchange Project.

DISCUSSION

The Village met several times with various entities regarding making the I-88 and IL Route 47 interchange a full interchange. Interested parties included the Illinois Department of Transportation (IDOT), the Illinois State Toll Highway Authority (ISTHA), Kane County Division of Transportation (KDOT), and larger landowners in the vicinity of the interchange.

In December 2010, a Feasibility Study was completed and delivered to the interested parties. Several changes have occurred within this project since then, including the Prairie Parkway. These changes have paved the way for this project to be funded by IDOT and have necessitated moving forward with the next steps in the process. One of those steps is a Letter of Intent (LOI) from IDOT signed by all interested parties (also being discussed at the September 17, 2013 COTW meeting) and an IGA with IDOT for Phase I Engineering.

The Village has been coordinating with IDOT in regards to cost participation towards the proposed improvement. The State has agreed in principle to provide a total of \$4,925,000.00 towards the estimated delivery cost of the project including \$735,000.00 for Phase I engineering and the Village will be the lead agency for this phase. The remaining \$4,190,000.00 will be utilized during the construction phase. All allocations from IDOT will be paid utilizing a reimbursement method of payment. At this time, the IGA being discussed is specific to Phase I engineering only. All future financial commitments will be covered under separate agreements, including the allocation of the

remaining \$4,190,000.00 from the State. Attached is the Draft Intergovernmental Agreement for review. This agreement is being finalized; however, it reflects the Village's edits and is subject to Attorney Review prior to final acceptance.

COST

The main costs associated with the IGA will be due to legal review of the document.

RECOMMENDATION

That the Village Board review and discuss the proposed intergovernmental agreement and direct Staff to bring it forward for approval at the October 1, 2013 Regular Board meeting.



Illinois Department of Transportation

Division of Highways/Region One / District One
201 West Center Court/Schaumburg, Illinois 60196-1096

July 2, 2013

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

Dear Village President Michels:

Our Department transmitted a Letter of Intent to the Village of Sugar Grove on September 25, 2012 to outline the anticipated State financial participation in the locally initiated interchange reconstruction project at Illinois Route 47 and Interstate Route 88 (Ronald Reagan Memorial Tollway). This Letter of Intent was not executed by the Village of Sugar Grove, Kane County, or the Illinois State Toll Highway Authority and the original was not returned to our office. Although the Letter of Intent was not executed, the State financial participation outlined in the September 25, 2012 Letter of Intent has been identified in our FY 2014-2019 Proposed Multimodal Transportation Improvement Program released earlier this year.

In addition to the programming of the anticipated State financial participation in this locally initiated improvement, several other factors have changed since the initial Letter of Intent necessitating revisions to the terms and conditions of the initial Letter of Intent. Consequently, this letter will serve as the Letter of Intent and will supersede the letter dated September 25, 2012. This revised Letter of Intent will outline the anticipated financial participation by State of Illinois, through the Illinois Department of Transportation (IDOT), in this future improvement.

The Illinois Tollway, the Kane County Division of Transportation, and the Village of Sugar Grove, acting as the lead agencies, desire to improve the existing interchange at Interstate Route 88 (Ronald Reagan Memorial Tollway) and Illinois Route 47 by reconstructing the existing interchange facility to provide full access in all directions.

Based on the Interchange Feasibility Study provided by the Village of Sugar Grove at the August 22, 2012 meeting, the anticipated total project cost for construction, land acquisition, utility relocation, and engineering is \$19,700,000 for the recommended conventional diamond interchange. Based on the Tollway's current Interchange Cost Sharing Policy and IDOT's participation in other locally sponsored interchange reconstruction projects, IDOT's anticipated overall financial participation in the project is \$4,925,000, or 25% of the total project cost. The State's anticipated financial participation in the proposed interchange reconstruction project is subject to the following terms and conditions:

- The Village of Sugar Grove will continue to act as the lead agency and will coordinate any and all future aspects of the improvements associated with the State-owned portion of the proposed interchange facility with IDOT.
- The State's financial participation is limited to the payable construction items associated with the State-owned portion of the proposed interchange facility. Please see attached Exhibits "A" and "B" for further information regarding IDOT's cost participation policies.
- The Village of Sugar Grove will serve as the lead agency performing all necessary preliminary engineering. All preliminary engineering involving the State-owned portion of the proposed interchange facility is subject to review and approval by IDOT.
- The Tollway will serve as the lead agency for all right-of-way engineering and right-of-way acquisition necessary for the construction of the State-owned portion of the interchange facility. The right-of-way acquired to accommodate improvements to the State-owned portion of the proposed interchange facility will ultimately be conveyed to the State of Illinois.
- The Tollway will serve as the lead agency for the coordination of any utility relocation necessary to accommodate the improvements to the State-owned portion of the proposed interchange facility. The Tollway agrees to provide IDOT as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing and proposed IDOT right-of-way which require adjustment as part of the improvement. IDOT will cause any necessary utility adjustments to existing utilities located within existing or proposed IDOT right-of-way to be performed in accordance with IDOT utility relocation cost participation as outlined in the attached Exhibit "A".
- The Tollway will serve as the lead agency for the preparation of any and all plans and documents necessary to facilitate the proposed interchange reconstruction project and will award any and all contracts associated with the proposed interchange reconstruction project.
- The Village of Sugar Grove will secure all funding necessary to award the aforementioned construction contracts. The State's financial participation is included in IDOT's FY 2014-2019 Proposed Multi-Modal Transportation Improvement Program.
- At the request of the Village of Sugar Grover and the Kane County Division of Transportation, a portion of the federal SAFETEA-LU National Corridor Infrastructure Improvement Project funding previously allocated towards the Prairie Parkway project will be allocated towards the locally initiated Illinois Route 47 at Interstate Route 88 interchange project.

- During the development of IDOT's FY 2014-2019 Proposed Multi-Modal Transportation Improvement Program, the Village of Sugar Grove provided an estimate of the Phase I engineering costs based on the federal process since federal funds are identified for the project as requested by the Village of Sugar Grove and the Kane County Division of Transportation. The Village of Sugar Grove's Phase I engineering estimate is \$735,000 and this amount will be included in the Department's FY 2014 Annual Highway Improvement Program. The Department's remaining portion of our \$4,925,000 commitment, or \$4,190,000 is programmed in FY 2015-2019 Multi-year timeframe.
- Any additional funding secured by the lead agency (ies) for improvements at the proposed interchange facility from other agencies not currently involved in the proposed project, or from developers adjacent to the proposed interchange facility, will be proportionally applied towards the total project cost of the improvements. This provision does not apply to any additional funding secured from developers that are not immediately adjacent to the proposed interchange facility.
- The State's maximum anticipated financial participation in this locally initiated improvement is \$4,925,000. Any cost adjustments, including inflationary costs, that alter the State's maximum anticipated financial participation will require formal request by the Village of Sugar Grove and written approval by IDOT. Any written request for an increase in the State's maximum anticipated financial participation must be accompanied by supporting documentation substantiating the request.
- The Tollway shall advertise and receive bids, and obtain concurrence from all agencies involved in the proposed interchange reconstruction project as to amount of bids (for work to be funded wholly or partially by all agencies) before award of the contract(s).
- IDOT and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) and access to construction inspection records during the progress of work on all contracts involving the State-owned portion of the proposed interchange reconstruction project.
- Upon completion of the proposed interchange reconstruction project the State will maintain or cause to be maintained the State owned portion of the proposed interchange facility in accordance with the Tollway's Type 3 bridge structures that intersect the Tollway right-of-way (an intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway). The State will also maintain or cause to be maintained the portions of the State owned facilities beyond the Tollway right-of-way.

If you are in general agreement with the terms outlined in this Letter of Intent, please indicate your concurrence in the area specified below. The executed Letter of Intent will serve as the basis for future Intergovernmental Agreement(s). The inclusion of the Phase I engineering in our FY 2014 Annual Highway Improvement Program will allow for the processing of a Phase I agreement between the Department and the Village of Sugar Grove upon execution of this Letter of Intent. Our Department will make every effort to program our remaining financial participation in a future program year to coincide with the anticipated timeframe associated with the construction of the proposed improvement. IDOT will execute future intergovernmental agreement(s) for future project activities, including construction, upon inclusion of our project funding in a future Annual Highway Improvement Program.

If you have any questions or need additional information, please contact me or Mr. Jose Rios, Engineer of Program Development, at (847) 705-4118.

Very truly yours,



John Fortmann, P.E.
Deputy Director of Highways,
Region One Engineer

THE VILLAGE OF SUGAR GROVE

By: _____
President

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Executive Director/Chairman

Date: _____

KANE COUNTY

By: _____
Chairman, Kane County Board

Date: _____

Exhibit "A"

TRAFFIC SIGNAL PARTICIPATION

Within the improvement limits involving the State-owned portion of the interchange facility, existing traffic signals will be installed, modernized, or relocated to conform to Federal Highway Administration (FHWA) requirements. The cost participation associated with traffic signal installation, modernization, or relocation will be in accordance with 92 Ill. Adm. Code 544 "Financing of Traffic Control Signal Installations, Modernization, Maintenance, and Operation on Streets and Highway under State Jurisdiction."

Traffic signals may be installed only where conditions meet warrants established in the current Illinois Manual on Uniform Traffic Control Devices. If a new signal installation is warranted, it may be included within the roadway improvement.

Current IDOT policy requires that IDOT and Local Agency (ies) share the responsibility for installation, modernization, and relocation of traffic signals. The installation, modernization, and relocation of pedestrian signals associated with traffic signal improvements will also require the Department and Local Agency (ies) to share financial responsibility. The eligible share of the cost to each agency will be in proportion to the number of intersection approaches that the agency maintains. Generally, traffic signal costs are 80% Federal and 20% non-Federal based on established cost participation policy (90% Federal and 10% non-Federal for safety projects). IDOT will participate in the non-Federal portion for the State-owned legs of an intersection. At locations where all legs of an intersection are State-owned, IDOT will participate in 100% of the cost of the traffic signal installation, modernization, or relocation. Closely spaced new or modernized traffic signals within the improvement limits generally require signal coordination or hardware interconnection for the purpose of providing vehicle progression. IDOT will be financially responsible for 100% of coordination or interconnection costs.

IDOT will be financially responsible for 100% of the installation and modernization of traffic signals at ramp terminals of ramps connecting to or from a State highway.

The entire cost of installing push button ("Fire pre-emption") and emergency vehicle pre-emption equipment ("Opticom") is the responsibility of the requesting local fire district or municipality.

The entire cost of installing, modernizing, relocating, maintaining and energizing private benefit signals is the responsibility of the private benefit agency being served by the traffic signals. However, IDOT will enter into a formal agreement for a private benefit signal installation only with the local jurisdictional or governmental agency.

It should be noted that an agency involved might voluntarily assume responsibility for another agency's share of the cost in order to expedite the installation or modernization.

When warrants are met for school crossing signals at public road intersections, the eligible share to each agency for the installation and modernization cost shall be split on a 50/50 basis or in proportion to the number of intersection approaches that each agency maintains.

TRAFFIC SIGNAL MAINTENANCE

At intersections lying wholly outside the Corporate Limits of any municipality, IDOT will be responsible for the maintenance of the signals.

At intersections lying wholly or partially within the Corporate Limits of one or more municipalities, IDOT will assume the following costs for the maintenance of traffic signals on State highways within municipalities:

- (A) The total costs for all signals at the intersections of two or more State highways.
- (B) The total costs for all signals at the intersections along State highways that have an average daily traffic in excess of 35,000 vehicles per day as shown on the latest published edition of the traffic volume (AADT) map. The District Engineer will determine the limits of this section within the municipality.
- (C) The total costs for all signals located at the terminals of ramps connecting to or from a State highway.
- (D) At all other intersections IDOT and the municipalities will share in the cost of signal maintenance. The cost to the municipalities will be in proportion to the number of approaches that they maintain.

ENERGY CHARGES

The division of financial responsibility for the energy charges will be as follows:

- (A) At intersections lying wholly outside the Corporate Limits of any municipality, IDOT will pay the energy charges for the operation of the signals.
- (B) At intersections lying wholly within the Corporate Limits of a municipality, IDOT and the municipality will share the energy charges according to the proportionate number of intersection approaches maintained by each agency.
- (C) At intersections lying partially within the Corporate Limits of one or more municipalities, the municipalities will be responsible for the energy charges.

Traffic Signal Master Agreements, consummated by IDOT, give municipality defined maintenance and energy responsibilities required for the operation of traffic signals. New traffic signal improvements shall contain maintenance and energy provisions in the improvement agreement adding the new traffic signals to said Master Agreement. Existing traffic signals to be modernized or relocated, shall contain maintenance and energy provisions in the improvement agreement indicating traffic signal maintenance and energy responsibilities for given traffic signal(s) shall continue to be as outlined in the Master Agreement. Certain circumstances, such as jurisdictional transfers of roadway segments affecting signalized intersections with the improvement limits, could result in a revision to maintenance and energy responsibilities contained in the Master Agreement for a given traffic signal(s). An amendment to the Master Agreement would be required.

IDOT does not share in maintenance costs for school crossing signals unless specified otherwise in the Master Agreement or if the school crossing signals are installed at public road intersections for which the maintenance costs shall be shared in proportion to the number of intersection approaches that each agency maintains.

PARKING LANES

If a new parking lane is added, IDOT will participate in 50% of the cost if the ADT is greater than 5,000 vehicles per day and if the pavement composition and lane width meets the IDOT criteria. The municipality would assume the total cost (100%) of the parking lane if the pavement composition or lane width does not meet IDOT criteria or if the ADT is less than 5,000 vehicles per day.

If an exclusive existing parking lane requires resurfacing, IDOT will participate in 50% of the milling and resurfacing costs for parking with lane widths equal to or less than the adjacent travel lanes. The municipality will assume the total cost (100%) of the milling and resurfacing costs for that portion of the parking that is greater than the width of the adjacent travel lane. The municipality will also assume 100% of any base repair cost for the entire width of the existing parking as well as any patching and curb and gutter repairs. If the municipality declines to participate, a very minimal amount of resurfacing would be done IDOT expense. (Minimal amount of resurfacing is defined as a taper across the parking lane ranging from approximately 1½ inch thick adjacent to the through lane to 1 inch or less adjacent to gutter line).

IDOT will assume the total cost (100%) associated with the milling and resurfacing of parking lanes when parking is eliminated during one or more peak hours.

The municipality is responsible for the total cost (100%) of reconstructing existing parking and any adjacent curb and gutter.

The State will not consider an improvement of a State-maintained highway unless the proposed parking or existing parking adjacent to the traffic lanes is parallel parking except as provided under Chapter 95 1/2 Art. 11-1304(c) (Illinois Revised Statutes).

Parking prohibition ordinances will be required through areas where there are no parking lanes.

ROADWAY MAINTENANCE

The State will assume the maintenance cost associated with the through traffic lanes, turning lanes, and the curb and gutter adjacent to these traffic lanes. The municipality will assume the maintenance cost associated with all other facilities including but not limited to items such as storm sewers, parkways, exclusive parking lanes, curb and gutter adjacent to the parking lanes, sidewalks, landscape features, appurtenances, etc.

UTILITY RELOCATION

Municipal utilities, installed by permit and requiring relocation, will be relocated at no expense to the Department.

Municipal utilities installed prior to the Department's assuming maintenance of the roadway will be relocated, if required, at IDOT expense.

The cost of any improvement to, or betterment of municipal utilities, would be the entire financial responsibility (100%) of the local agency.

ROADWAY LIGHTING

Existing highway lighting that is owned and maintained by the municipality, will be relocated and upgraded to current standards. New lighting, proposed by the municipality, may be incorporated into the total improvement plans.

The cost of the above work would be the entire financial responsibility of the local agency.

PEDESTRIAN AND BICYCLE FACILITIES

Sections 17 Bicycle and Pedestrian Accommodations and 48-2.04 Sidewalks of the IDOT Bureau of Design and Environment Manual establish the criteria to determine pedestrian and bicycle needs. Maintenance responsibilities as well as State and local agency participation toward the cost of these facilities included as part of a roadway construction contract on a State route shall be in accordance with Sections 5-03 and 5-05 of the Bureau of Design and Environment Manual as follows.

Maintenance Responsibilities – The Municipality will maintain any new or replacement sidewalks the Department provides in conjunction with the highway improvement project, excluding those constructed on structures. The Municipality will also maintain any bicycle paths associated with the State highway project other than that portion of the bicycle path carried on state structures. The State will assume the maintenance responsibilities for On-Road Bicycle Lanes or Wide Outside Lane and Widened Shoulders constructed as bicycle accommodations.

Cost Participation

1. New and Deteriorated Sidewalks – Use the criteria in Chapters 17 and 48 to determine the warrants for sidewalks. If these criteria are met and the Local Agency agrees to maintain the sidewalks, proportion the improvement costs associated with new or deteriorated sidewalks as follows:
 - a. New Sidewalks – Proportion the cost between the State and Local Agency at 80/20 for new sidewalks within the project termini or for short distances outside the project termini as may be required to connect sidewalks to significant pedestrian generators (e.g., schools, transit facilities). The Phase I Study Report will document the need for sidewalk construction.
 - b. Deteriorated Sidewalks – The Local Agency will pay 100% of the cost to remove existing deteriorated sidewalks. Proportion the cost 80/20 between the State and Local Agency for deteriorated sidewalk replacement when associated with a highway project. Local Agency will pay 100% of the cost of decorative sidewalks.
 - c. Sidewalk Removal and Replacement – The State is 100% financially responsible for removing and replacing existing sidewalks if such a need is caused by the construction of an IDOT highway improvement.
2. Bicycle Accommodations – Use the criteria in Chapter 17 to determine the warrants for bicycle accommodations. If these criteria are met and the Local Agency agrees to maintain the bicycle accommodation as appropriate, proportion the improvement costs associated with the bicycle accommodations as follows:

- a. On-Road Bicycle Lanes – Proportion the cost 80/20 between the State and Local Agency for the construction of new on-road bicycle lanes as indicated by the facility selection criteria contained in Chapter 17.
 - b. Wide Outside Lanes and Widened Shoulders – The State will pay 100% of all costs for wide outside lanes or widened shoulders indicated for bicycle accommodation.
 - c. New Paths – Proportion the cost 80/20 between the State and Local Agency for construction of new paths within the project termini or for short distances outside the project termini as may be required to connect paths to significant bicycle traffic generators (e.g., schools, transit facilities). The Phase I Study Report will document the need for path construction.
 - d. Path Removal and Replacement – The State is 100% financially responsible for removing and replacing existing paths if such a need is caused by the construction of an IDOT highway improvement.
 - e. Adjustment of Existing Paths – If an existing path requires adjustment due to an IDOT improvement, the State will pay 100% of the adjustment cost. The Department will construct the replacement in accordance with IDOT path criteria. The Local Agency is 100% financially responsible for path adjustments that are caused or initiated by a work request from the Local Agency.
 - f. Paths Above and Beyond Selection Criteria – If facility selection criteria for side paths are not met and the Local Agency still requests side path installation, the Local Agency is 100% financially responsible for all costs for installation of the path above those costs for the improvement identified in the selection criteria, including any necessary right-of-way and construction.
3. Utility Adjustments and Other Items – Proportion the cost 80/20 between the State and Local Agency for reimbursable utility adjustments as defined in Chapter 6, Section 6-1.03 of the BDE Manual, as well as pedestrian barriers, retaining walls, and other collateral items that are required solely for pedestrian and bicycle accommodations not necessitated by the IDOT project. The Local Agency is responsible for 100% of the costs for right-of-way, utility adjustments, barriers, retaining walls, and other collateral items that are not required solely for the pedestrian and bicycle accommodations.
 4. Right-of-Way – Proportion the cost 80/20 between the State and Local Agency for right-of-way if acquired solely for sidewalk construction. Also, the Local Agency will pay 100% of the construction costs for sidewalks associated with the construction of on-system parking not necessitated by the IDOT project. The State will pay 100% for right-of-way if additional right-of-way is required to construct an IDOT-proposed highway cross section.
 5. Local Agency Does Not Accept Maintenance Responsibilities – If the Local Agency does not agree to maintain the sidewalk, the State will not construct it, even if it is warranted. However, the State will take reasonable actions to not preclude future additions of sidewalk at such locations.
 6. Local Agency Does Not Choose To Participate – If the local agency chooses not to participate financially in the bicycle or pedestrian accommodation, the Department will request that that local agency pass a local resolution indicating their non-participation and have this noted in the Phase I Project Report.

ADDITIONAL WORK

IDOT would be receptive to considering additional highway related work items suggested and paid for by the local agency for incorporation within the improvement, providing that the additional work items would not delay the implementation of the project. Such items could include lighting, over-size storm sewer, utilities, emergency vehicle pre-emption equipment etc.

The local agency may be expected to provide plans, specifications, and estimates for such additional work that is requested to be incorporated into the contract plans for the State-owned portion of the project. Said plans and specifications shall be of such quality to facilitate inclusion in the contract package and shall be available in a timeframe consistent with anticipated contract processing schedules and deadlines.

EXHIBIT "B"

The following improvements are optional and may be incorporated into this traffic signal improvement if the municipality requests it. Construction costs and engineering costs of these items would have to be borne entirely by the municipality. Please check the appropriate square. The Bureau of Traffic will not proceed with the design of plans for this improvement until this questionnaire has been completed.

Construction bracket-mounted traffic signals on existing street lighting standards.

Yes No

Install emergency fire pre-emption equipment.

Yes No

If "Yes" indicate what type: _____

Type of existing parking on the four approaches of this intersection:

Parallel Diagonal Existing Parking Prohibition Ordinance

Would the municipality be willing to prohibit existing parking, including any off street parking within the limits of the State right-of-way, on the approaches to this intersection? (Depending upon individual situations the minimum distance for no parking from the stop line, along any approach, would vary from 30 to 250 feet).

Yes No

Is this intersection located at an established school crossing?

Yes No

If "Yes", across which leg or legs of the intersection do children cross?

North South East West

Additional comments:

By:

Date:

**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: DISCUSSION: LETTER OF INTENT FOR THE I-88 AND IL ROUTE 47
INTERCHANGE PROJECT
AGENDA: SEPTEMBER 17, 2013 COMMITTEE OF THE WHOLE MEETING
DATE: SEPTEMBER 10, 2013

ISSUE

Should the Village authorize a Letter of Intent with the Illinois Department of Transportation for the I-88 and IL Route 47 Interchange Project.

DISCUSSION

The Village met several times with various entities regarding making the I-88 and IL Route 47 interchange a full interchange. Interested parties included the Illinois Department of Transportation (IDOT), the Illinois State Toll Highway Authority (ISTHA), Kane County Division of Transportation (KDOT), and larger landowners in the vicinity of the interchange. During this meeting, it was determined that a feasibility study was necessary to move this idea forward.

In December 2010, a Feasibility Study was completed and delivered to the interested parties. Several changes have occurred within this project since then, including the Prairie Parkway. These changes have paved the way for this project to be funded by IDOT and have necessitated moving forward with the next steps in the process. One of those steps is a Letter of Intent (LOI) from IDOT signed by all interested parties.

The LOI is a document originated by IDOT that outlines the terms, conditions and areas of responsibility each agency will assume during the project. All future commitments for interested agencies would be subject to future IGA's between the parties. Some of the conditions include but are not limited to:

- Lead agency designations
- Financial obligations of IDOT
- Right of way acquisition responsibility
- Maintenance obligations
- Bid documents / plan development responsibilities
- Utility relocations responsibilities

- Funding allocations

Of the above mentioned conditions, The Village will be the Lead Agency for the following:

- Phase I engineering
- Coordination of all future improvements associated with IDOT right of way or facilities
- Preliminary engineering
- Securing funding from the other agencies for construction after bid award

The LOI is a crucial component in moving forward with the project, as it acts as the trigger for the State to program this project into their FY 2014-2019 Proposed Multimodal Transportation Improvement Program and allows the Village to begin the process of developing the IGA with IDOT for Phase I engineering. The LOI will also need to be executed by the Tollway and Kane County.

COST

The main costs associated with the LOI will be due to legal review of the document.

RECOMMENDATION

That the Village Board review and discuss the proposed Letter of Intent and direct Staff to bring it forward for approval at the October 1, 2013 Regular Board meeting.

RESTATED
Intergovernmental Agreement
For Tri-City Police Records

This Agreement which was made and entered into on the Fourth day of September 2007, and amended on April 1, 2013, is hereby amended on September 16, 2013, by restating the Agreement in its entirety.

The CITY OF BATAVIA, located in Kane and DuPage Counties, Illinois,
the CITY OF GENEVA, located in Kane County, Illinois,
the CITY OF ST. CHARLES, located in Kane and DuPage Counties, Illinois,
and the VILLAGE OF SUGAR GROVE, located in Kane County, Illinois,
hereby agree as follows:

1. Parties

1.1. Each of the parties to this Agreement is a municipal corporation organized and existing under the authority of the Municipal Code of 1961 (Illinois Compiled Statutes) and predecessor statutes. Each municipal corporation shall hereinafter be called "Batavia," "Geneva," "St. Charles," or "Sugar Grove" as the context may require.

2. Purpose

2.1. The purpose of this Agreement is to unite the parties in a cooperative agreement to share data processing equipment and software used to provide electronic records management services for the Police Departments in each municipality. Batavia, Geneva, St. Charles, and Sugar Grove agree that combining records will facilitate inter-department communication and cooperation, thus serving the citizens of all four communities effectively.

3. Name

3.1. For convenient reference, the name by which this Agreement shall be known is the "Tri-City Police Records Agreement."

4. Legal Basis

4.1. This Agreement is executed pursuant to the provisions of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et. seq.*, and other legal authority.

5. Definitions

5.1. "New World" – New World Systems Corporation, a Michigan Corporation.

5.2. “New World License Agreement” – The agreement between Batavia and New World entitled “New World Standard Software License and Services Agreement” executed on February 19, 2007.

5.3. “System” – A combination of the software licensed from New World in the New World License Agreement and certain data processing equipment purchased by Batavia for the purpose of operating the New World software. The System shall be comprised of the actual operational equipment, software and data, as well as a second copy of the core New World records software for purposes such as testing the New World software or training personnel.

5.4. “Partners” – All parties to this Agreement other than Batavia.

5.5. “Geographic Information Systems (GIS) Data License” – Terms as outlined in Appendix 1, which is attached hereto and incorporated into this Agreement.

6. Term of Agreement

6.1 The Term of this Agreement shall be in effect for a period of three (3) years, beginning March 1, 2007, and ending February 29, 2010. Thereafter it shall automatically be renewed with no affirmative action by the parties for successive three (3) year periods commencing March 1 of each year until notice of termination is given as provided in Section 12. The parties hereto acknowledge that the duration of the initial and renewal terms of this Agreement is authorized pursuant to Paragraph 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7).

7. Services Provided by Batavia

7.1. Batavia shall provide the Partners with electronic access to the System. Partners shall also be permitted to utilize services from Batavia or from New World as provided in this section.

7.2. Batavia shall provide system management and administration functions for the System, including the following:

7.2.1. Installation, configuration, and administration of the operating system on each piece of equipment;

7.2.2. Installation of patches and upgrades to the operating systems;

7.2.3. Regular backups of the operating systems, software, and data in accordance with Batavia policies and procedures;

7.2.4. Installation and overall administration of the New World software and database system;

7.2.5. Installation of patches and upgrades to the New World software and database system;

7.2.6. Maintenance of network equipment and infrastructure owned or operated by Batavia;

- 7.2.7. For the purposes of compliance with any requests for information under the provisions of the Illinois Freedom of Information Act (5 ILCS 140/7 et. seq.), hereinafter referred to as “FOIA”, Batavia shall not be an agent of the Partners; and
- 7.2.8. Incorporate GIS map data provided by the Partners into the System and update the data as provided in Section 4 of Appendix 1.
- 7.3. The parties shall have access to the New World software components as described in Section 10. The parties shall also have access to their data stored in the database system used by the New World software.
- 7.4. Batavia shall undertake reasonable efforts to ensure access to the System but shall not, under any circumstances, guarantee the access to use the System. Certain events or circumstances, including but not limited to, hardware or software failures, may result in unscheduled downtime of the System. Batavia shall respond in a reasonable fashion to all unscheduled downtime and shall make reasonable efforts to prevent such unscheduled downtime.
- 7.5. From time to time, the System will require scheduled downtime for maintenance, repair or other purposes. Batavia shall attempt to minimize the period of downtime and shall provide reasonable notice to Partners of the expected time and duration of downtime. Such downtime shall be scheduled during pre-arranged, mutually agreeable time periods, and whenever possible, scheduled to avoid periods during unusual circumstances such as festivals or other events.
- 7.6. Batavia shall take reasonable action to protect the integrity of the System or other data processing systems operated by Batavia if a security breach is identified. Such action may require temporary interruption of services to the Partners. Batavia shall make reasonable efforts to promptly address the situation, including working with the Partners as necessary to remedy the problem.
- 7.7. Batavia shall not make any planned changes to the System or the means by which the Partners communicate with the System that could be reasonably expected to adversely affect the Partners’ ability to use the system without prior consent from all Partners.
- 7.8. Each party shall designate one or more people from their organization that shall be authorized to contact New World in order receive telephone support for the use of the System, subject to any limitations imposed by New World.
- 7.9. Partners are responsible for procuring all necessary equipment for them to access the System. Each party is also solely responsible for all costs of maintaining, repairing or operating their equipment, including any equipment required to access the System.

7.10. Batavia shall, to the extent of its capability, assist Partners in obtaining necessary technical data to ensure compatibility of Partners' computers and related equipment with the System. Batavia shall also make reasonable efforts to coordinate communications between a Partner and New World as necessary to facilitate the Partner's access to the System.

8. Governance of System Operation

8.1. A Policy Board shall be established to provide all parties with equal participation in certain decisions regarding the operation of the System as set forth in this section. The Policy Board shall not have the authority to bind or otherwise limit the Partners.

8.2. The Policy Board shall be comprised of the Chief of Police, or their assigned representative, of each of the parties of this Agreement.

8.3. Policy Board meetings may be called by any member of the Policy Board by providing notice to all other members at least forty-eight (48) hours in advance of the meeting time.

8.4. Each member of the Policy Board shall be entitled to cast one (1) vote on each matter brought to a meeting of the Policy Board for action. A quorum, defined as the majority of the members of the Policy Board, is required for the Policy Board to take action.

8.5. A majority vote of the Policy Board is required to successfully pass an action on items presented to the Policy Board.

8.6. The Policy Board shall act on matters related to policies, procedures, and other operational matters that require the cooperation of the parties in order to use or operate the System in an effective manner.

8.7. The Policy Board shall act on changes in the New World software components and/or the parties using particular components as outlined in Section 10. When changes are agreed upon by the Policy Board, the Policy Board shall recommend to the parties' City Councils that they, jointly and severally, take such necessary action to modify this Agreement accordingly, and, if required, to authorize any related expenditures.

8.8. The Policy Board shall act to determine the terms and length of a renewal of the Standard Software Maintenance Agreement ("SSMA") between Batavia and New World. The Policy Board will then recommend to the parties' City Councils that they take action to execute the agreement with New World and to authorize any related expenditures. To enter into a renewal term longer than three (3) years, the Policy Board must agree by unanimous vote rather than a majority vote. Should the Policy Board fail to successfully approve the renewal prior to the

expiration date of the then-current term, then Batavia shall have the right, at its option, to renew the SSMA for one (1) year, fifteen (15) days prior to the expiration of the then-current term.

8.9. The Policy Board shall not take any action that would violate or otherwise conflict with the New World License Agreement.

8.10. The Policy Board shall, as it deems necessary, create committees for collaboration between the parties on various functional or technical aspects of the System. Such committees shall be structured to provide equal representation from all parties.

9. Permitted Uses

9.1. Subject to the provisions relating to FOIA requests, there shall be no release or publication of data stored in the System that was entered by another party without the entering party's prior written approval. In the event that one party receives a request for information under the provisions of FOIA that may require a release of information that was not entered by that party, then that party shall notify the entering party that such a request has been made. The party receiving such a request shall process it using their policies and procedures for similar requests made under the provisions of FOIA.

9.2. Partners shall be permitted to utilize the System for the purpose of operating the New World software. All use of the system by the Partners shall be consistent with the New World License Agreement.

9.3. All information stored on the System shall be accessible only through a password-protected login, and each party shall restrict access to its respective passwords as may be reasonably necessary to preserve the security and privacy of the System.

9.4. Parties shall access only this System through their network connection to Batavia.

9.5. All parties shall utilize any information from the System only for authorized lawful police purposes.

9.6. Access to the System shall be restricted for use by each party's authorized employees and agents only. Each party shall administer its own internal procedures, including the issuance of passwords, authorizing employees and agents as users, discontinuing access of former users, and similar matters as may be required for the purposes of this Agreement.

9.7. In the event any party's participation in this Agreement is terminated, the terminated party shall immediately discontinue any usage of the System.

- 9.8. Batavia shall be promptly notified of any breach in Partner's computer or recordkeeping system that may jeopardize the security or integrity of the System, including the termination of employment of any formerly authorized user of the System, so that appropriate security measures can be implemented.
- 9.9. In addition to the above-described security and non-disclosure requirements, all parties shall comply with all local, state and federal regulations and statutes governing the keeping, use or transmission of personal information or records of any sort which are kept on or accessed through the System, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA).
- 9.10. Batavia shall administer all internal aspects of the System. Batavia shall also monitor the System as follows:
- 9.10.1. Use automated means to monitor the availability of the equipment used in the operation of the System, and to notify Batavia Information Systems personnel in the event of a failure.
 - 9.10.2. Install and maintain current anti-virus and anti-spyware software on the System, and use the centralized management services of those software products to notify Batavia Information Systems personnel in the event that a problem is detected.
 - 9.10.3. Review event logs for the various components of the System where available, and take action as necessary to correct problems as identified in the logs.
- 9.11. All parties agree that they shall monitor use of the System by their employees and agents as the party may deem necessary to assure that all use is in accordance with their own policies, all applicable laws and this Agreement.
- 9.12. Partners acknowledge and agree that the New World software is confidential and proprietary to New World. Partners are bound by the same obligations for confidential information as Batavia as more fully set forth in Section 8 of the New World License Agreement.
- 9.13. Each party is responsible for their compliance with license requirements for the number of users or workstations in use at their facilities in accordance with the terms of the New World License Agreement.
- 9.14. All parties share the same responsibilities for the initial implementation of the System or the later implementation of additional components. These responsibilities are described in Sections 6.1, 6.2, 6.4, and 6.5 of the New World License Agreement.

9.15. The parties agree to share certain kinds of data stored in the System with other law enforcement agencies as directed by the Policy Board.

9.15.1. The parties may each choose to execute an intergovernmental agreement with the County of Kane, Illinois, for the purpose of sharing data with other users of compatible software. The Partners authorize Batavia to make the necessary network connections and implement the New World software required for operating the data sharing service in support of such agreement. The kinds of data shared will be determined by the Policy Board and the capabilities of the software. Data being shared shall only be used for valid law enforcement purposes.

10. System Software Components and Costs

10.1. Batavia shall make New World software components available to one or more parties as indicated in Appendix 2, provided that such party has purchased the necessary user licenses as required by New World. Appendix 2 shall be modified by the parties as appropriate, without amendment of this Agreement, pursuant to the provisions of Sections 10.2, 10.3, and 10.4 below.

10.2. The parties agree to share the costs of services provided by New World during the initial implementation of the System as follows:

10.2.1. Batavia shall pay an agreed proportion of the service costs as if Batavia were the only party implementing the system. The remaining share of the service costs approximately represents the incremental increase in costs created by increasing the scope of the project to include the Partners, and the Partners shall share that cost equally.

10.2.2. Partners shall also share equally the cost of upgrading the New World software license from a single jurisdiction license to a multiple jurisdiction license.

10.2.3. Batavia and St. Charles shall implement the Software Components pertaining to mobile applications, sharing the implementation costs equally.

10.3. In the event that one or more parties desires to purchase additional software components or system capabilities, such parties shall provide written authorization to Batavia to purchase the software. The initial purchase cost incurred by Batavia for the software (including, but not limited to, license fees, initial maintenance fees, and installation services) shall be invoiced in an amount divided evenly between those parties. Upon installation of the additional software, Batavia shall make such software available to those parties that chose to purchase it. Appendix 2 of this Agreement shall be amended accordingly to reflect the additional software and the parties using it.

10.4. In the event that a party desires to begin using an installed component that has previously been implemented by other parties according to Section 10.3, then

that party shall provide written authorization to Batavia and pay a proportionate amount of to the initial purchase cost to the other parties using the component as if that party had participated in the initial implementation and divided the costs equally at that time.

- 10.5. In the event that a party needs to purchase user licenses or other New World software that will be installed at that party's agency for that party's exclusive use, that party shall procure such licenses or software directly from New World Systems. That party shall also be directly responsible for any installation costs and for the annual maintenance of such licenses or software. In the event that such a purchase also requires licenses or software to be purchased and installed on the shared application servers in Batavia, then the costs incurred by Batavia for such licenses or software will be divided among the parties based on their usage as provided in this Section 10.
- 10.6. An annual payment for software maintenance costs to New World is required for technical support of the system, such as phone support and software updates. Maintenance costs shall be divided between the parties as described below.
 - 10.6.1. Maintenance costs for the software components listed in Appendix 2 that have a fixed price shall be divided equally among the parties using each component.
 - 10.6.2. Maintenance costs for user licenses or for software components that are priced based on the number of users shall be divided among the parties in proportion to the number of user licenses that each party has purchased.
- 10.7. Batavia shall invoice Partners for maintenance costs thirty (30) days prior to the date the maintenance payment is due by Batavia to New World.
- 10.8. Payments for all invoices issued by Batavia are due thirty (30) days after the invoice date.
- 10.9. Batavia owns all title and interest in the data processing equipment, and Batavia is the software licensee with New World. In the event that a Partner terminates their participation in the Agreement, that party shall not be entitled to a refund for any monies paid prior to the termination. Should a party terminate their participation in this Agreement in order to pursue an alternate implementation of the New World software, Batavia shall make all reasonable efforts to work with New World to transfer user licenses or other components bought explicitly and solely on behalf of that party to another New World license agreement.
- 10.10. Partners are permitted to engage New World directly to obtain their consulting services for System training or configuration of Partner's equipment. Partner shall arrange to be billed directly by New World for such services, and

shall be solely responsible for payment of invoices issued by New World for such services.

- 10.11. In consideration for its addition as a party to this Agreement, Sugar Grove shall pay to the other parties the following costs:
- a. The annual New World software maintenance costs cover a period beginning on March 1 and ending on the last day of February in the following calendar year (the “Maintenance Term”). Sugar Grove shall pay a prorated amount of their share of the annual costs based on the day they begin using the system to the end of the Maintenance Term then in effect. Sugar Grove will pay the full amount of their share at the beginning of the next Maintenance Term. Such payment shall be made to Batavia, and Batavia will reduce the maintenance amounts due to Batavia from Geneva and St. Charles accordingly.
 - b. The costs for legal fees directly related to the review of this Amendment as required for passage by the parties’ City Councils. Payment for these costs shall be made directly to each party.
 - c. Costs incurred by the City of Batavia for staff time required to prepare this Amendment, assist Sugar Grove in procuring services and/or licenses from New World, provide Sugar Grove with network access to the System and verify its correct operation, and any other services requested by Sugar Grove in conjunction with their implementation of the System. Such costs will be billed at fifty dollars (\$50) per hour. Payment for these costs shall be made to Batavia.

Sugar Grove shall also be responsible for any software licensing costs and future software maintenance costs payable to New World that are directly attributable to their use of the System.

- 10.12. The costs for the data sharing services described in section 9.15, including but not limited to network communications, software acquisition, installation, and maintenance costs, shall be shared equally by all parties participating in the services.

- 10.13. New World requires its customers to regularly upgrade to newer versions of their software in order to continue receiving support for the software under their Standard Software Maintenance Agreement (“SSMA”). Such upgrades may incur additional costs above and beyond the annual cost of the SSMA. The additional costs may include, but are not limited to, implementation fees from New World, and replacement or expansion of equipment used to operate the System. Batavia shall make reasonable efforts to coordinate the timing of such required upgrades with the Partners to facilitate budgetary planning cycles and to limit the costs as much as possible. The parties agree that the costs of such upgrades, including both the initial cost of equipment as well as any related ongoing equipment costs, shall be shared by all users of the affected components

of the System as outlined in Appendix 2 based on the number of licenses they own for those components.

11. Indemnification

- 11.1. Each party shall indemnify and hold harmless the other parties and their agents, employees, officers and elected officials for any and all costs, judgments or damages (including reasonable attorneys fees) arising out of the party's use of the System, including any damages arising out of information contained therein and its accuracy, and shall indemnify and hold harmless such indemnified parties for all official or unofficial use or misuse of the System originating from the party's facilities, equipment, or conducted through the use of any security information specific to the party such as usernames or passwords and for any and all costs, judgments or damages arising therefrom.
- 11.2. Partners agree that Batavia shall have no liability for any and all losses of data or information stored on the system or server and any costs associated with the creation, replication or loss of such data and information, or for any downtime as described in Section 7.4, except in cases of gross negligence or malicious intent.

12. Termination

- 12.1. A Partner may voluntarily terminate their participation by giving written notice to the other parties ninety (90) days prior to the effective date of termination.
- 12.2. Batavia may voluntarily terminate this Agreement by giving written notice to the other parties twenty-four (24) months prior to the effective date of termination. Such termination may be effected earlier with unanimous consent of the other parties.
- 12.3. If a Partner is in default of their obligations hereunder, then Batavia shall send that party a written notice of default. The defaulting party shall have thirty (30) days to cure the default condition. If the default is not cured after that time, the defaulting party's participation in this Agreement shall be terminated.
- 12.4. Regardless of the manner in which the termination is effected, the terminated party shall pay its proportionate share of the annual maintenance costs through the end of the then-current annual period of the Standard Software Maintenance Agreement, described in Exhibit C of the New World License Agreement.

13. General Provisions

- 13.1. This Agreement may be amended in writing at any time by all of the parties to the Agreement. Amendments shall refer back to this Agreement and to subsequent amendments, if any, on the same subject and shall specify the language to be changed or added. The execution of any amendment shall be authorized by passage of an appropriate ordinance by the corporate authorities of each party.
- 13.2. If any part of this Agreement is adjudged invalid, such adjudication shall not affect the validity of the Agreement as a whole or of any other part.
- 13.3. Any notice required hereunder shall be deemed to be given on the date of mailing if sent by registered or certified mail, return receipt requested, to the address or addresses of the parties following their signatures at the end of this Agreement.
- 13.4. Paragraph titles are descriptive only and do not in any way limit or expand the scope of this Agreement, which is not transferable by any party hereto.

CITY OF BATAVIA, an Illinois
Municipal Corporation,

By: _____

Its Mayor

Attest:

By: _____

Its City Clerk

CITY OF ST. CHARLES, an Illinois
Municipal Corporation,

By: _____

Its Mayor

Attest:

By: _____

Its City Clerk

CITY OF GENEVA,
an Illinois Municipal Corporation,

By: _____

Its Mayor

Attest:

By: _____

Its City Clerk

VILLAGE OF SUGAR GROVE,
an Illinois Municipal Corporation,

By: _____

Its Mayor

Attest:

By: _____

Its City Clerk

Appendix 1
Geographic Information Systems (GIS) Data License

This Appendix 1 grants certain limited rights to use the electronic data and documentation generated from the parties' GIS spatial or tabular datasets (hereinafter, "Datasets"). All rights not specifically granted in this Agreement are reserved to the party who created the Datasets.

1. Reservation of Ownership and Grant of License

1.1. Each party retains exclusive rights, title, and ownership of the copy of the Datasets licensed under this Appendix and grants to the user a personal, nonexclusive, nontransferable license to use the data on the terms and conditions of this Agreement. From the date of receipt, each party agrees to use reasonable effort to protect the Datasets from unauthorized use, reproduction, distribution, or publication.

2. Use

2.1. Parties to this Agreement shall not sublicense, sell, rent, lease, loan, transfer, assign, or provide access to electronic versions of the Datasets, in whole or part, to third parties, including clients or contractors. Printed versions of all or portions of the Datasets may only be provided to contractors as part of a larger service that is contracted by a party.

2.2. Each party may produce maps, tables, and/or reports using all or portions of the Datasets provided. The appropriate party must be cited as the source of the Datasets in all products, publications, or presentation containing all or portions of the Datasets. Users of the Datasets must also cite the source of any modifications or analysis performed on the Datasets.

2.3. Each party is solely responsible for any interpretation or manipulation of the Datasets, and the parties are strongly encouraged to collaborate with the party that created the Datasets on all analyses in order to ensure full understanding of the appropriate use of the Datasets.

2.4. Parties shall not use the Datasets as the primary criteria for regulatory permitting decisions.

2.5. Parties shall not use the Datasets to replace or modify land surveys, deeds, and/or other legal instruments defining land ownership and use. Any utilities contained within the Datasets have not been JULIE located. Please contact (800) 892-0123 for compliance with Illinois Compiled Statute 220 ILCS 50/1 et seq. prior to excavation.

3. Liability

3.1. The Datasets contain information from publicly available sources. Each party has developed the Datasets for their internal use. Independent verification of all information derived from the Datasets is strongly recommended.

3.2. Each party makes no warranties, expressed or implied, including without limitation, any warranties of merchantability or fitness for a particular purpose. Independent verification of all information derived from the Datasets is strongly recommended.

3.3. Each party and its elected or appointed officials, agents, consultants, contractors and employees shall not be liable for any loss of profits, consequential or incidental damages, or claims against the consumer by third parties that arise from the use of the Datasets. Each party shall indemnify and hold harmless the party that owns the Datasets from any and all liability claims or damages to any person or property arising from or connected with the use of the Datasets.

4. Updates

4.1. The Datasets shall be updated on a regular basis as mutually agreed by the parties.

Appendix 2
New World Software Components In Use

Installed Component	Parties Using Component
Aegis/MSP Base Law Enforcement (LE) Records*	Batavia, Sugar Grove, Geneva, St. Charles
Aegis/MSP Federal and State Compliance Reporting for LE Records	Batavia, Sugar Grove, Geneva, St. Charles
Additional Aegis/MSP Software for LE Records Alarm Tracking and Billing Bicycle Registration Bookings Case Management Demographic Profiling Reporting Gang Tracking	Batavia, Sugar Grove, Geneva, St. Charles Batavia, Sugar Grove, Geneva, St. Charles
Aegis/MSP Third-Party Interface Software Livescan Interface for Identix	Batavia, St. Charles
Aegis/MSP Data Analysis / Crime Mapping / Management Reporting*	Batavia, Sugar Grove, Geneva, St. Charles
Aegis/MSP Imaging Software	Batavia, Sugar Grove, Geneva, St. Charles
Mobile Messaging Software* Software for RS/6000 Message Switch MDT/MCT Base RMS Interface	Batavia, St. Charles Batavia, St. Charles
Mobile Management Server Software* Base CAD/RMS/NCIC/Messaging Package Field Reporting Field Reporting Data Merge	Batavia, St. Charles Batavia, St. Charles Batavia, St. Charles
Mobile Client Software* LE Field Reporting (Federal Standards) LE Field Reporting Compliance Mobile Upload of Field Reports	Batavia, St. Charles Batavia, St. Charles Batavia, St. Charles

* indicates component pricing varies based on number of users



RESOLUTION NO. 2013-0917B

**RESOLUTION AUTHORIZING A RESTATED
INTERGOVERNMENTAL AGREEMENT
WITH TRI-COM FOR POLICE RECORDS**

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

WHEREAS, the Village of Sugar Grove currently has an existing Intergovernmental Agreement with Tri-Cities for Management of Police Records; and

WHEREAS, the Tri-Cities Grove is desirous of amending this agreement; an.

WHEREAS, the Village of Sugar Grove agrees that entering into this re-stated Intergovernmental Agreement is in the best interest of Sugar Grove.

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

1. That the Village President is hereby authorized to sign the re-stated Intergovernmental Agreement as attached.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this 17th day of September, 2013.

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

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

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

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: PATRICK J. ROLLINS, CHIEF OF POLICE
SUBJECT: RESOLUTION: RESTATED INTERGOVERNMENTAL AGREEMENT
FOR TRI-CITY POLICE RECORDS
AGENDA: SEPTEMBER 17, 2013 BOARD MEETING
DATE: SEPTEMBER 11, 2013

ISSUE

Should the Village re-enter into an Intergovernmental Agreement with TRI-CITY Police Records.

DISCUSSION

Sugar Grove Police Department is an existing member of the Tri-City Police Records as joined back in April 2013. The Village entered into an IGA with Tri-City Police Records by approving it at the April 2, 2013 Village Board Meeting. The Records System is currently being housed with the City of Batavia. They host the network, servers, and interface for all four agencies. Sugar Grove's addition to the original IGA of Tri-City was through an Amendment. (known as, Amendment #1).

The Tri-City Police Records System Policy Board conducts regular meetings and has since been asked to address a few topic items which some include:

1. Replacement cost to upgrade the existing computer hardware/server hosting the police records systems – scheduled for next budget year.
2. Upgrade the Law Enforcement Records Software to a newer version –scheduled next budget year.
3. Grant received to share Law Enforcement Records within Kane County police agencies.

During the discussions at the meetings, a cost sharing method was worked out for the four entities based on agency user licensees rather than splitting costs four ways equally for future hardware replacement and software upgrade costs. The license based method for Sugar Grove is favorable, instead of a twenty five percent cost, it equates to approximately 6 percent of total costs. This can fluctuate as the number of licenses change within each of the four police agencies. The 2014 projected future hardware and software upgrades costs for the four agencies are about \$55,000. Sugar

Grove's cost share would be approximately \$3,300. The separate Kane County Law Enforcement Sharing interface, purchased with a Grant Award covering the initial costs, will be split equally amongst each of our four agencies, approximately \$600 a year per agency for annual maintenance.

To incorporate all the changes and other additions, a 2nd amendment to the IGA was first proposed and distributed. Some of the City attorneys felt it would be best just to re-write the original IGA and replace it with the needed language in the proper locations in the document by incorporating the cost sharing and agency sharing law enforcement records within the main body of the IGA, thus the reason for a restated IGA. This restated IGA will replace the existing one approved at the April 2, 2013 Sugar Grove Board Meeting.

The Village attorney has reviewed the new agreement.

COST

The additional annual maintenance cost of \$600 for sharing law enforcement records throughout Kane County would be paid from line item (01-51-6307) IS Services. Next budget year, approximately \$3,300 would be added as a onetime cost for the upgrade and replacement of the hardware and software. Attorney review of the IGA document will be charged to Legal Services (01-51-6301). There is sufficient funding in that account to pay for this minor expense.

RECOMMENDATION

Staff recommends that the Village Board approve Resolution # 20130917B, authorizing execution of a restated IGA with the Tri-City Records.

Multi-Agency Public Safety Information Data Sharing Cooperative

This agreement is entered into, by and between,

The Village of Sugar Grove (hereinafter referred to as the “Participating Agency”) and the County of Kane (hereinafter referred to as “County”), Illinois. This Agreement sets forth the conditions governing the Participating Agency’s use of data through the Multi-Agency Data Sharing Cooperative (hereinafter “Cooperative”) as further described within this document.

I. Purpose

Implementation of this Agreement is intended to enhance and foster the exchange of criminal justice data, to assist in decision making and improve officer/public safety.

II. Indemnification

The Participating Agency shall indemnify and hold harmless County, and the County shall indemnify and hold harmless the Participating Agency, any of their employees or officials, agents, boards and commissions from, and against any and all claims, demands, actions, suits and proceedings including, but not limited to, any liability for damages by reason of, or arising out of, any false arrest or imprisonment or any cause of action whatsoever; and from and against any loss, cost, expense, or damage resulting therefrom arising out of, or involving any acts by or on the part of the Participating Agency in the fulfillment of this Agency Agreement.

III. Description of Services

The Cooperative’s purpose is to utilize integrated software for law enforcement records systems, allowing for law enforcement agencies to share access to the data contained in their respective systems with other agencies utilizing compatible software systems. The Participating Agency will make records available to the Cooperative, and in turn, the Participating Agency will be given query rights to records made available to the Cooperative by the other agencies. The exact categories being shared will be determined by applicable regulations, agency policies and the capabilities of the software.

The intent of this data sharing is to give each Participating Agency access to information that has been collected by neighboring agencies that may assist the Participating Agency in the execution of their law enforcement duties.

The County is providing a centralized computer network that will connect the Participating Agencies and enable the software located at multiple physical sites to communicate and share data. This network supports the capability for each Participating Agency to establish a single network connection to the County in order to gain access to the data from multiple agencies.

IV. Suspension of Services and Termination

County reserves the right to immediately and unilaterally suspend the Participating Agency's access to the Cooperative when any term of this agreement is violated or, in the opinion of County appears to have been violated. Suspended service shall only be resumed upon such terms and conditions as County shall deem appropriate under the circumstances. Suspension may be followed by termination if deemed necessary. Any party to the agreement may terminate the agreement at any time upon ten (10) days written notice for any reason.

V. Authorized User

An authorized user in the Cooperative is described as any person having been placed in employment by the Participating Agency and has been previously issued an Illinois SID number by the Illinois State Police following a background check by the Participating Agency, and has job responsibilities that provide them with a legitimate need for data access the Cooperative provides. Special authorization may be granted to users who do not have an Illinois SID number if the person is employed by a Participating Agency and has job functions that require access to law enforcement records. Participating Agency must request approval for these users from County, which will grant or deny authorization on a case-by-case basis pursuant to the aforementioned criteria. An authorized user is employed by a Participating Agency and shall not be considered an employee of the County.

VI. Participating Agency Responsibilities

1. Abide by all Cooperative requirements and conform to all Cooperative security standards.
2. Be responsible for ensuring any person who accesses the Cooperative is properly trained by Participating Agency and/or County personnel for functions authorized to perform.
3. Purchase and maintain such equipment and software and obtain communications circuits as it reasonably deems necessary in its sole discretion, provided such equipment, software and circuits are in accordance with specifications provided by County. Connectivity and equipment configuration must be approved by the County prior to installation.
4. Establish local policies and procedures for safeguarding information and equipment, and impose disciplinary action against any individual found to be violating the Cooperative policies and procedures.
5. Cooperate with the County in any investigation into allegations of misuse of data contained in the Cooperative or violations of policy.
6. The Participating Agency will install and maintain anti-virus software on any computer that is attached to the network used to access Cooperative.
7. To appoint one employee as its Agency's System Administrator on the Cooperative. The name of the Agency's System Administrator must be submitted to the County. Upon termination or reassignment of the Agency's System Administrator, the Participating Agency Chief Administrator must appoint and notify the Agency Liaison in writing of the new Agency System Administrator.

VII. Kane County Responsibilities

1. Administer and maintain the Cooperative equipment needed to provide service to the Participating Agency.
2. To appoint an employee of the Participating Agency to serve as the Agency Liaison for the duration of this agreement.
3. Provide Cooperative access, training, system documentation, updates, and other materials necessary to ensure the Participating Agency's ability to effectively participate.

VIII. Data Access and Permitted Uses

All data accessible through or supplied by the Cooperative ("Data", in this section) remains the property of the Participating Agency that entered it into their records management system. The Participating Agency that enters the Data is responsible for its accuracy. Use of Data must be for valid law enforcement purposes only and is strictly forbidden to be used for personal reasons. Collection, storage, access, dissemination, and use of Data must be in strict compliance with all Federal and State laws and regulations, with policies adopted County to administer the Cooperative, and with any applicable standards for the handling of such information as defined by Federal and State law enforcement agencies with authority over the Participating Agency. The Data is confidential and should be treated accordingly. An unauthorized request or receipt of Data could result in criminal proceedings. It is the responsibility of the Participating Agency to determine when dissemination is necessary, and to whom the data is disseminated. No Participating Agency will disseminate Data belonging to another Participating Agency without that Agency's prior written authorization

IX. Entire Agreement and Amendment

This Agreement shall be the entire agreement between the parties; any provision of this Agreement determined to be invalid or otherwise unenforceable shall not affect the other provisions, which other provisions remain in full force and effect. This Agreement shall not be altered, changed or amended except in writing executed by the authorized representatives of the Participating Agency and the County.

X. Venue and Governing Law

Venue for any contract disputes shall be in the Circuit Court of Kane County, Illinois. Intellectual property disputes shall be in the United States District Court for the Northern District of Illinois. This Agreement shall be governed by the laws of the State of Illinois without reference to conflict of laws principle. The intellectual property rights and proprietary rights laws of the United States of America shall govern any intellectual property disputes.

XI. Notices

All written notices, pursuant to this agreement shall be directed to the following parties:

Participating Agency Chief Administrator

Kane County

XII. Authority & Understanding

By signing below, each of us agrees to the terms and conditions of this Agreement. Each individual signing below represents that (s)he has the requisite authority to execute this Agreement on behalf of the Organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

Participating Agency acknowledges that it has read and understood this Agreement and agrees to be bound by its terms and conditions.

P. Sean Michels, Village President

September 17, 2013
Date

**Village of Sugar Grove
10 S. Municipal Drive
Sugar Grove, IL 60554
Participating Agency Name**

County of Kane

Date

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: PATRICK J. ROLLINS, CHIEF OF POLICE
SUBJECT: RESOLUTION: INTERGOVERNMENTAL AGREEMENT FOR KANE COUNTY MULTI-AGENCY PUBLIC SAFETY INFORMATION DATA SHARING COOPERATIVE
AGENDA: SEPTEMBER 17, 2013 BOARD MEETING
DATE: SEPTEMBER 11, 2013

ISSUE

Should the Village enter into an Intergovernmental Agreement with Kane County for the purpose of sharing Law Enforcement records with other Kane County Agencies.

DISCUSSION

A grant was received by the City of Elgin to share Law Enforcement Records with other members in law enforcement. Elgin realized that it would be best that this happened at the County level. So, the County of Kane was asked to host and facilitate the sharing of Records for public safety throughout the entire County. This initiative will better serve law enforcement in its daily duties. Being part of the Tri-City Records group, Tri-City Records will be our conduit for the sharing and receiving for those who wish to participate in this endeavor. Sugar Grove Police Department will greatly benefit with having this information available to our officers.

Kane County has prepared a Multi-Agency Public Safety Information Data Sharing Cooperative Agreement for each agency wishing to opt in. The policy members that make up the four agencies of Tri-City Records are in support of sharing and receiving the data from all other outside agencies in Kane County.

The Kane County Law Enforcement Sharing interface was purchased with a Grant Award covering the initial costs. However, there will be an annual maintenance cost of \$2,400 for Tri-City Records which will be split equally amongst each of our four agencies. (Approximately \$600 a year per agency for annual maintenance.)

The Village attorney has reviewed the IGA for the Multi-Agency Public Safety Information Data Sharing Cooperative.

COST

The annual maintenance cost of \$600 for sharing law enforcement records throughout Kane County would be paid from line item (01-51-6307) IS Services.

Attorney review of the IGA document will be charged to Legal Services (01-51-6301). There is sufficient funding in that account to pay for this minor expense.

RECOMMENDATION

Staff recommends that the Village Board approve Resolution # 20130917C, authorizing execution with Kane County for the Multi-Agency Public Safety Information Data Sharing Cooperative.



RESOLUTION NO. 2013-0917C

**RESOLUTION AUTHORIZING AN
INTERGOVERNMENTAL AGREEMENT
FOR MULTI-AGENCY PUBLIC SAFETY INFORMATION DATA SHARING**

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

WHEREAS, Public Safety Information Data Sharing Agreement has been proposed by the County of Kane; and

WHEREAS, this agreement will allow for the sharing of Public Safety Records throughout the County of Kane; and

WHEREAS, the Village of Sugar Grove agrees that entering into this Intergovernmental Agreement is in the best interest of Sugar Grove.

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

- 1. That the Village President is hereby authorized to sign the re-stated Intergovernmental Agreement as attached.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this 17th day of September, 2013.

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

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

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



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

ORDINANCE NO. 2013-0917D

**AN ORDINANCE GRANTING AN AMENDMENT TO THE
THE LANDINGS OFFICE PARK PUD
ORDINANCE 2007-1218A
IN THE VILLAGE OF SUGAR GROVE**

Adopted by the
Board of Trustees and President
of the Village of Sugar Grove
this 17th day of September, 2013.

Published in Pamphlet Form
by authority of the Board of Trustees
of the Village of Sugar Grove,
Kane County, Illinois
this 17th day of September, 2013.

ORDINANCE NO. 2013-0917D

**AN ORDINANCE GRANTING AN AMENDMENT TO THE
THE LANDINGS OFFICE PARK PUD
ORDINANCE 2007-1218A
IN THE VILLAGE OF SUGAR GROVE**

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, CDH-Delnor Health Systems d/b/a Cadence Health, owner of a portion of the property legally described in SECTION ONE of this ordinance, has petitioned for a minor amendment to The Landings Office Park PUD Ordinance 2007-1218A; and

WHEREAS, the remainder of the PUD is owned by WB Pad Holdings I, LLC; Old Second National Bank; and 474 Division, LLC (Brightest Stars Preschool) and all three of these owners have stated no objection to the minor amendment; and

WHEREAS, the amendment requested is a revision to conditions 1 and 2 of the ordinance regarding approved plans and signage (condition 2 directing to The Landings Preliminary PUD Ordinance 2007-0403B and in this case specifically condition 18), respectively; and,

WHEREAS, the amendment requested is specific to the building on Lot 16 of the PUD only (414 Division Drive); and,

WHEREAS, the Plan Commission has reviewed this minor amendment at their meeting on August 21, 2013, and the Commission recommended approval by a vote of 6-0; and,

WHEREAS, the Village Board has reviewed this request and has deemed that the approval of the amendment as stated in SECTION TWO is in compliance with the Comprehensive Plan and all Ordinances of 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: LEGAL DESCRIPTION

That the property is legally described as follows:

See Exhibit "A".

SECTION TWO: PLANNED DEVELOPMENT

That The Landings Office Park PUD Ordinance 2007-1218A Exhibit B is hereby amended as follows:

Condition 1 is hereby repealed and replaced in its entirety as follows:

“The Final PUD shall substantially conform to the Site Plan, titled “Site Plan”, by Intech Consultants, Inc., dated September 17, 2007, last revised November 26, 2007; the Landscape / Signage Plan, titled “Lot 8 Landscape Plan / Lot 8 Sign Plan”, by Gary R. Weber Associates, Inc., Sheets 1-3, dated November 26, 2007; the Wall Signage Plan, by Accurate Repro Inc., dated _____, last revised _____, the Architectural Rendering, not labeled, date stamped November 21, 2007; the Architectural Elevation Plan, titled “The Landings Office Park”, by Linden Group Inc., Sheets A-1 to A-3, dated November 8, 2007; the Lighting Plan, titled “67810 Landing Lot 8”, by Ruud Lighting, dated September 5, 2007 (to be revised); the Trash Enclosure Plan, titled “The Landings Office Park Schedules & Refuse Enclosure”, by Linden Group Inc., dated July 24, 2007, last revised July 30, 2007; the Engineering Plans, titled “Final Engineering, The Landings – Lot 8, Sugar Grove, Illinois”, by Intech Consultants, Inc., Sheets 1-11, dated July 10, 2007, last revised November 26, 2007, the Final Plat, titled “The Final Plat of the Resubdivision of Lot 8 of The Landings Resubdivision”, by Intech Consultants, Inc., Sheets 1-2, dated October 29, 2007, last revised November 26, 2007 (collectively Group Exhibit D), except as such plans may be revised to conform to Village codes and ordinances and the conditions below.”

Condition 2 is hereby repealed and replaced in its entirety as follows:

“All applicable Preliminary PUD Ordinance 2007-0403B (attached as Exhibit C) conditions shall be met with the exception of a modification to Condition 18 of that Ordinance as described below.

Wall-mounted advertising signage shall only be allowed for the building on Lot 16. The single wall sign may be installed on the south wall of this building. The wall sign shall only advertise the use located in the Lot 16 building. The sign may not be internally illuminated, shall be flush / flat to the wall, and shall be allowed to remain for three (3) years from the date of this ordinance. The applicant may request an extension of the three (3) year allowance one (1) month prior to expiration.”

SECTION THREE: REPEALER

That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION FOUR: SEVERABILITY

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

SECTION FIVE: EFFECTIVE DATE

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 17th day of September, 2013.

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

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

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

Exhibit A- Legal Description

LOTS 9 THROUGH 16 OF THE RESUBDIVISION OF LOT 8 OF THE LANDINGS RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 19, 2008 AS DOCUMENT 2008K012966, IN THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS.



RE: Cadence Health® - The Landings PUD Amendment – 414 Division Drive, Sugar Grove, IL.

I Joseph P. Byczek ^{DESIGNATED AGENT}, Owner of WB RAD HOLDINGS I, LLC at
Print First & Last Name Business Name

The Landings Office Park, ALL REMAINING UNDEVELOPED PARCELS in Sugar Grove, IL
Business Address

Hereby APPROVE the request for Minor PUD Amendment to the Preliminary Planned Unit Development for a Commercial Development at Route 47 and Park Avenue (The Landings) Ordinance No. 200710403B proposed by Cadence Health®. This approval is valid for the below amendment request:

1. "Install a temporary wall sign on building facade. Wall sign to be removed after 3 years unless land development of Business Park is incomplete." For Parcel No. 14-16-176-014

WB RAD HOLDINGS I, LLC
By: [Signature]
Signature
8/22/13
Date



RE: Cadence Health® - The Landings PUD Amendment – 414 Division Drive, Sugar Grove, IL.

I, Valerie Vance on behalf of Old Second National Bank, Owner of 414 Division St, Units A-G, Sugar Grove
Print First & Last Name business Name

The Landings Office Park, 474 Division St, Units A-G in Sugar Grove, IL
Business Address

Hereby APPROVE the request for Minor PUD Amendment to the Preliminary Planned Unit Development for a Commercial Development at Route 47 and Park Avenue (The Landings) Ordinance No. 200710403B proposed by Cadence Health®. This approval is valid for the below amendment request:

- 1. "Install a temporary wall sign on building facade. Wall sign to be removed after 3 years unless land development of Business Park is incomplete." For Parcel No. 14-16-176-014

Old Second National Bank

By: [Signature]
Signature Vice President

8/22/2013
Date



RE: Cadence Health® - The Landings PUD Amendment - 414 Division Drive, Sugar Grove, IL.

Bill Peters, Owner of Brightest Stars Preschool at
Print First & Last Name Business Name

The Landings Office Park, 474 Division Drive, Suite H in Sugar Grove, IL
Business Address

Hereby APPROVE the request for Minor PUD Amendment to the Preliminary Planned Unit Development for a Commercial Development at Route 47 and Park Avenue (The Landings) Ordinance No. 200710403B proposed by Cadence Health®. This approval is valid for the below amendment request:

1. "Install a temporary wall sign on building facade. Wall sign to be removed after 3 years unless land development of Business Park is incomplete." For Parcel No. 14-16-176-014


Signature

23 August 2013
Date

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: RICHARD YOUNG, COMMUNITY DEVELOPMENT DIRECTOR
MIKE FERENCAK, VILLAGE PLANNER
SUBJECT: ORDINANCE: MINOR AMENDMENT TO THE LANDINGS
OFFICE PARK PLANNED UNIT DEVELOPMENT (PUD)
AGENDA: SEPTEMBER 17, 2013 REGULAR VILLAGE BOARD MEETING
DATE: SEPTEMBER 12, 2013

ISSUE

Should the Village amend The Landings Office Park PUD.

DISCUSSION

The Committee of the Whole reviewed this request at the September 3, 2013 meeting. The Committee was in favor of the amendment as presented. The proposed ordinance would amend the PUD to allow for Cadence Health's single wall advertising sign on the south wall of the 414 Division Drive building only, for a period of three (3) years from the date of the ordinance. The applicant may apply for an extension ninety (90) days prior to the expiration.

Staff, the Plan Commission, and the Committee agree that the wall sign should only be allowed as an externally-illuminated or non-illuminated flush sign (not a box sign as proposed). The applicant will modify the plan prior to it being attached to the ordinance and recorded.

ATTACHMENTS

1. Minor PUD Amendment Ordinance
2. Letters from all other owners of land in The Landings Office Park PUD.

The following items were previously provided:

1. Staff Report to the August 21, 2013 Plan Commission meeting
2. Proposed Sign Elevation / Site Plan last revised June 20, 2013
3. The Landings Office Park PUD Signage Plan dated November 26, 2007

COST

This project did not require a public hearing. Costs have been paid by the applicant.

RECOMMENDATION

That the Board adopts Ordinance 2013-0917D, An Ordinance Granting a Minor PUD Amendment for The Landings Office Park, subject to attorney review.



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

ORDINANCE NO. 2013-0917A

**An Ordinance Amending Title 11, of the Village Code
Concerning the Zoning Laws of the
Village of Sugar Grove, Kane County, Illinois
(Aerial Lift Sales, Rental, and Service as Special Use)**

Adopted by the
Board of Trustees and President
of the Village of Sugar Grove
this 17th day of September, 2013.

Published in Pamphlet Form
by authority of the Board of Trustees
of the Village of Sugar Grove, Kane County,
Illinois, this 17th day of September, 2013.

ORDINANCE NO. 2013-0917A

**An Ordinance Amending Title 11, of the Village Code
Concerning the Zoning Laws of the
Village of Sugar Grove, Kane County, Illinois
(Aerial Lift Sales, Rental, and Service as Special Use)**

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 maintains zoning restrictions on the use of land within the Village; and,

WHEREAS, the Village finds that such restrictions provide for the safety and well-being of Village inhabitants and benefit the public welfare, safety and morals; 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 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 Created/Amended

That the following Sub-section(s) of Title 11 of the Village Code of Ordinances are hereby amended as follows:

Section 11-10-2 is hereby amended to read as follows:

“B. Special Uses:

Aerial lift sales, rental, and service.

Airport and heliports.

Bakeries, exceeding five thousand (5,000) square feet of building area.

Bottled gas dealer.

Brick and structural clay products manufacturing.

Chemical processing.

Concrete and clay works.

Dairy products processing.

Food manufacturing, packaging and processing.

Furniture display, sales, and repair.

Gymnasiums and health clubs.

Heavy machinery manufacturing.

Mining, loading and hauling of sand, gravel, topsoil or other aggregate or minerals, including equipment, building or structure for screening, crushing, mixing, washing or storage, provided that:

1. No open pit or shaft is less than three hundred feet (300') from any public road or one hundred feet (100') from any side or rear property line.
2. All buildings or structures used for the crushing, washing, mixing or storage of mined materials are located not less than two hundred feet (200') from any property line.
3. A plan of development or the reclamation of the land is provided as part of the application for special use. This plan of development shall be accompanied by a written agreement between the owner or his agent and village and by a performance bond in an amount equal to the cost of the reclamation of the land, as set forth in the development plan.

Miniwarehouses, including watchman's quarters.

Paint and wallpaper manufacturing.

Paper products manufacturing.

Pharmaceutical and cosmetic manufacturing.

Planned developments.

Plastic manufacturing.

Public utility, governmental and service uses, including, but not limited to:

1. Essential services, including, fully automated gas regulating stations; telephone exchanges; and electric substations.

2. Towers and antennas, commercial, for radio, television and telephone transmitting, receiving or relay stations.
3. Wastewater treatment plant.
4. Waterworks, reservoirs, pumping stations, filtration plants and wells.

Radio, cellular and television towers.

Railroad yards.

Refuse company.

Stone products manufacturing.

Structural steel manufacturing.

Truck sales. (Ord. 2002-01-15B, 1-15-2002; amd. Ord. 2004-06-01B, 6-1-2004; Ord. 2004-11-16A, 11-16-2004; Ord. 2005-02-01C, 2-1-2005)

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 17th day of September, 2013.

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 Robert E. Bohler	___	___	___	___
Trustee Kevin M. Geary	___	___	___	___
Trustee Sean Herron	___	___	___	___
Trustee Mari Johnson	___	___	___	___
Trustee Rick Montalto	___	___	___	___
Trustee David Paluch	___	___	___	___
President P. Sean Michels	___	___	___	___



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

ORDINANCE NO. 2013-0917B

**AN ORDINANCE GRANTING A SPECIAL USE AND VARIANCES
FOR AERIAL LIFT SALES, RENTAL, AND SERVICE
IN THE VILLAGE OF SUGAR GROVE,
KANE COUNTY, ILLINOIS
AT 659, 679, AND 689 N. HEARTLAND DRIVE
(METROLIFT, INC.)**

Adopted by the
Board of Trustees and President
of the Village of Sugar Grove
this 17th day of September, 2013.

Published in Pamphlet Form
by authority of the Board of Trustees
of the Village of Sugar Grove, Kane County,
Illinois, this 17th day of September, 2013.

ORDINANCE NO. 2013-0917B

**AN ORDINANCE GRANTING A SPECIAL USE AND VARIANCES
FOR AERIAL LIFT SALES, RENTAL, AND SERVICE
IN THE VILLAGE OF SUGAR GROVE,
KANE COUNTY, ILLINOIS
AT 659, 679, AND 689 N. HEARTLAND DRIVE
(METROLIFT, INC.)**

BE IT ORDAINED by the 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 1970 Constitution of the State of Illinois and therefore pursuant to those powers granted to it under 65 ILCS 5/1-1 *et seq.*; and,

WHEREAS, the land described in Section One of this ordinance is within the boundaries of the Village of Sugar Grove and presently zoned M-1 Limited Manufacturing District and is sought by the petitioners to be granted a special use for aerial lift sales, rental, and service, including outdoor storage and fuel tanks and certain variances related to the construction of the outdoor storage area; and,

WHEREAS, all hearings required to be held before agencies of the Village took place pursuant to proper legal notice including publication; and

WHEREAS, the Plan Commission, on August 21, 2013, after consideration of an application to grant a special use for said property, recommended to the Village Board of Trustees conditional approval of said application 6-0; and,

WHEREAS, the Plan Commission, on August 21, 2013, after consideration of an application to grant several variances for said property, recommended to the Village Board of Trustees approval of each variance 6-0 as is documented in their written report and findings on file with the Village; and,

WHEREAS, the Village Board of Trustees has reviewed the request and has deemed that approval of the Special Use and Variances would be in compliance with the Zoning Ordinance of the Village of Sugar Grove.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois, as follows:

SECTION ONE: ZONING CLASSIFICATION (SPECIAL USE)

That the property legally described on attached Exhibit A (hereby incorporated by reference) is

hereby granted a special use as follows:

M-1 Limited Manufacturing District with a special use for aerial lift sales, rental, and service, including outdoor storage and fuel tanks. The special use is granted upon the following conditions and restrictions pursuant to Section 11-13-12(G)(3) of the Village of Sugar Grove Zoning Ordinance:

- 1) The Special Use shall substantially conform to plans for 689 N. Heartland Drive:
 - a. the Site Plan, titled “Zoning Site Plan Metrolift Expansion”, by Bono Consultants, Inc., Sheet C-1, dated May 7, 2013, last revised September 10, 2013;
 - b. the Landscape Plan, titled “Landscape Plan”, (overlaid on the Site Plan by Bono Consultants, Inc., Sheet C-1, dated May 7, 2013, last revised August 16, 2013), dated September 10, 2013;
 - c. the Floor Plan, not titled, date stamped August 15, 2013;
 - d. the Fence Elevation, titled “96” Chainlink Line of Fence”, by Complete Northern Illinois Fence, dated June 12, 2013;

except as such plans will be revised to address the staff review and conform to Village codes and ordinances and the conditions below.
- 2) That the Special Use is limited to 659, 679, and 689 N. Heartland Drive, as long as they are used for aerial lift sales, rental, and service.
- 3) That any expansion or changes to the use of 659, 679, and / or 689 N. Heartland Drive will require a Special Use Amendment review.
- 4) That any zoning, site design, architectural, landscape, lighting, signage, or other similar items that are existing, nonconforming at 659 and 679 N. Heartland Drive are addressed at the time of any future expansion or changes to the use of those properties.
- 5) That if the occupant of the property at 689 N. Heartland Drive is different than the occupant of the property at 679 N. Heartland Drive, such that the outdoor storage areas at the rear of the properties are used by different persons or entities, a fence shall be installed setback 10 feet from the south property line of 689 N. Heartland Drive to enclose the 689 N. Heartland Drive outdoor storage area, and the fence in the current location at 679 N. Heartland Drive shall be replaced to enclose the 679 N. Heartland Drive outdoor storage area. The occupant of the property at 689 N. Heartland Drive shall install landscaping as required under the Village of Sugar Grove Zoning Ordinance on the outer side of the fence.

- 6) That shields are added to the existing building-mounted lights by June 1, 2014.
- 7) That a sign permit is acquired for any modifications to the existing sign frame or new signs.

The Zoning Ordinance of the Village of Sugar Grove, Kane County, Illinois is hereby amended to provide for said zoning classification on said property and the clerk is directed to amend the zoning map of the Village of Sugar Grove to reflect this amendment.

SECTION TWO: VARIANCES GRANTED

That the property legally described on attached Exhibit A (hereby incorporated by reference) is hereby granted the following variances:

- 1) A variance to reduce by 100% the interior side yard pavement setback from 10' to 0' along the south property line of 689 N. Heartland Drive for the length of the outdoor storage area, pursuant to Section 11-10-7-A-2 of the Sugar Grove Zoning Ordinance.
- 2) A variance to reduce by 60% the rear yard pavement setback from 50' to 20' along the entire east property line of 689 N. Heartland Drive, pursuant to Section 11-10-7-A-3 of the Sugar Grove Zoning Ordinance.
- 3) A variance to reduce by 100% the interior side yard landscape requirement of the M-1 District along the south property line of 689 N. Heartland Drive for the length of the outdoor storage area from 7 trees and 42 shrubs to 0 trees and 0 shrubs, pursuant to Section 11-10-6-G-1-b of the Sugar Grove Zoning Ordinance.
- 4) A variance to reduce by 100% the interior side yard landscape requirement of the M-1 District along the north property line of 689 N. Heartland Drive from the eastern point of the outdoor storage yard gate to the western point of the overhead door from 4 trees and 24 shrubs to 0 trees and 0 shrubs, pursuant to Section 11-10-7-G-1-b of the Sugar Grove Zoning Ordinance.
- 5) A variance to reduce by 100% the outdoor storage landscape requirement for the outer perimeter of the outdoor storage area of 689 N. Heartland Drive from 169 shrubs to 0 shrubs, pursuant to Section 11-4-7-K of the Sugar Grove Zoning Ordinance.

SECTION THREE: 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 17th day of September, 2013.

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 Robert E. Bohler	___	___	___	___
Trustee Kevin M. Geary	___	___	___	___
Trustee Sean Herron	___	___	___	___
Trustee Mari Johnson	___	___	___	___
Trustee Rick Montalto	___	___	___	___
Trustee David Paluch	___	___	___	___
President P. Sean Michels	___	___	___	___

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: RICH YOUNG, COMMUNITY DEVELOPMENT DIRECTOR
MIKE FERENCAK, VILLAGE PLANNER
SUBJECT: ORDINANCE: TEXT AMENDMENT, SPECIAL USE, AND VARIANCES
FOR AN AERIAL LIFT SALES, RENTAL, AND SERVICE FACILITY AT
659, 679, AND 689 N. HEARTLAND DRIVE
AGENDA: SEPTEMBER 3, 2013 COMMITTEE OF THE WHOLE MEETING
DATE: SEPTEMBER 13, 2013

ISSUE

Should the Village Board consider requests for a Text Amendment, Special Use, and five (5) Variances for an aerial lift sales, rental, and service facility at 659, 679, and 689 N. Heartland Drive in the Sugar Grove Research Park.

DISCUSSION

The Committee of the Whole reviewed these requests at the September 3, 2013 meeting. The Committee was in favor of each of the requests as presented. The proposed ordinances would amend the Zoning Ordinance to add a use that is currently not listed and bring an existing business into conformance with zoning, including proposed site improvements to one of the properties.

Since the Committee meeting, the applicant provided a revised Site Plan and revised Landscape Plan. Staff reviewed these plans and found they are in compliance and addressed seven of the fourteen draft conditions. The Floor Plan and Fence Elevation Plan have not been revised, but were already in compliance. The draft Special Use and Variances Ordinance therefore contains only seven conditions.

ATTACHMENTS

1. Text Amendment Ordinance
2. Special Use and Variances Ordinance
3. Site Plan last revised September 10, 2013
4. Landscape Plan last revised September 10, 2013

The following items were previously provided:

1. Staff Report to the August 21, 2013 Plan Commission
2. Site Plan last revised August 16, 2013
3. Landscape Plan overlaid on Site Plan last revised August 16, 2013
4. Floor Plan date stamped August 15, 2013
5. Fence Elevation dated June 12, 2013

COSTS

This project required a public hearing. Costs have been paid by the applicant.

RECOMMENDATION

That the Board adopts Ordinance 2013-0917_, An Ordinance Amending Title 11 of the Code of Ordinances to add aerial lift sales, rental, and service as a Special Use in the M-1 Limited Manufacturing District.

That the Board adopts Ordinance 2013-0917_, An Ordinance Granting a Special Use for aerial lifts sales, rental, and service, including outdoor storage and fuel tanks for 659, 679, and 689 N. Heartland Drive, as well as Variances for pavement setbacks and landscaping requirements at 689 N. Heartland Drive.



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

Ordinance NO 20130917E

**AN ORDINANCE AMENDING THE VILLAGE CODE OF ORDINANCES SECTION 6-3-4
FOR THE VILLAGE OF SUGAR GROVE,
KANE COUNTY, ILLINOIS
(OVERNIGHT PARKING)**

Adopted by the
Board of Trustees and President
of the Village of Sugar Grove
this 17th day of September 2013.

Published in Pamphlet Form
by authority of the Board of Trustees
of the Village of Sugar Grove, Kane County,
Illinois, this 17th day of September 2013.

ORDINANCE NO. 20130917E

**AN ORDINANCE AMENDING THE VILLAGE CODE OF ORDINANCES SECTION 6-3-4
FOR THE VILLAGE OF SUGAR GROVE,
KANE COUNTY, ILLINOIS
(OVERNIGHT PARKING)**

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 wishes to amend Section 6-3-4 of the Village of Sugar Grove Code of Ordinances to overnight parking on Village streets;

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

SECTION ONE: Amendment to Section 6-3-4

The Village Code of Ordinances Section 6-3-4 is hereby amended to read as follows:

6-3-4: NIGHT PARKING:

A. Prohibited: No person shall park any vehicle on any street within the village between the hours of two o'clock (2:00) A.M. to six o'clock (6:00) A.M.

B. Exceptions: Excepted from the provisions of this section are:

1. Emergency vehicles, including physicians, police officers and firefighters on emergency calls.
2. Any person who notifies the Village Police Department by use of the Night Parking Voicemail (or direct contact with a Police Department Officer or staff person) that they will be unable to move their vehicle for the hours normally prohibited above and complies with the following: a) the notification is made as stated herein; b) the notification must be provided no earlier than 24 hours prior to the time period sought to be used; c) this exemption may be used once per calendar month; d) the vehicle registration number and State of issuance, along with the description of the vehicle and address where parked shall be provided to the Police Department. In addition, the phone number of where to reach a driver/owner shall be supplied in case of contact is required. No fee for such permission shall be required.
3. Any person who notifies the Village Police Department by use of the Night Parking Voicemail

(or direct contact with a Police Department Officer or staff person) that their property has been sealcoated and where it is apparent that the driveway or parking areas have been sealcoated. This exception shall be allowed for a maximum of three days after sealcoating has been applied. The notification must be provided no earlier than 24 hours prior to the time period sought to be used; b) this exemption will not count towards the once per calendar month exemption in Section 6-3-4(B)(2) above; c) the vehicle registration number and State of issuance, along with the description of the vehicle, address where parked shall be provided shall be provided to the police department.

4. Any person who notifies the Village Police Department by use of the Night Parking Voicemail (or direct contact with a Police Department Officer or staff person) that they wish to park on the following holidays: New Year's Eve, New Year's Day, Memorial Day, Independence Day and the day following Independence Day, Labor Day and the day following Labor Day, Thanksgiving Day and the day following Thanksgiving Day, Christmas Eve, Christmas Day and the day following Christmas. The notification must be provided no earlier than 24 hours prior to the time period sought to be used; b) this exemption will not count towards the once per calendar month exemption in Section 6-3-4(B)(2) above; c) the vehicle registration number and State of issuance, along with the description of the vehicle, address where parked shall be provided shall be provided to the police department.

5. The Chief of Police and his/her designee may also use his/her discretion to provide for lengthier exceptions based on individual circumstances beyond the control of most reasonably prudent persons, including, but not limited to, acts of nature, and limited time circumstances that are unlikely to reoccur. Incidences where the exception is granted for more than 3 continuous days hereunder shall be documented in writing by the Police Department. Any person benefitting from such exception for more than 3 continuous days shall sign an acknowledgment of the same.

C. Section 6-3-7 of the Code of Ordinances takes precedence over the exceptions listed herein. These exceptions do not apply (except Section 6-3-4(B)(5)) during time periods when on street parking is prohibited under Section 6-3-7.

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 17th day of September, 2013.

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

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

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

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: PATRICK J. ROLLINS, CHIEF OF POLICE
SUBJECT: ORDINANCE: AMENDING THE VILLAGE CODE FOR OVERNIGHT PARKING SECTION 6-3-4
AGENDA: SEPTEMBER 17, 2013 BOARD MEETING
DATE: SEPTEMBER 9, 2013

ISSUE

Should the Village amend the Village Code, Section 6-3-4 for Overnight Parking on Village Streets.

DISCUSSION

Follow up from the June 4 Village Board Meeting: Staff was given direction to amend the existing overnight parking program as outlined in the Village Code, Section 6-3-4.

The amended ordinance addresses the number of times a vehicle can park on the Village Streets within a given time frame, holiday exemption, exceptions based on unique circumstance such as a hospice caretaker, and snowfall restrictions to override granted permission.

Notification must be provided no earlier than 24 hours prior to the time period sought to be used this exemption may be used once per calendar month. The vehicle registration number and State of issuance, along with the description of the vehicle and address and phone number where parked shall be provided to the Police Department.

Overnight parking shall be allowed:

- Once per calendar month.
- When a property has been sealcoated and where it is apparent that the driveway or parking areas have been sealcoated. This exception shall be allowed for a maximum of three days after sealcoating has been applied.
- On the following holidays: New Year's Eve, New Year's Day, Memorial Day, Independence Day and the day following Independence Day, Labor Day and the

day following Labor Day, Thanksgiving Day and the day following Thanksgiving Day, Christmas Eve, Christmas Day and the day following Christmas. This exemption will not count towards the once per calendar month exemption the police department.

The Chief of Police and his/her designee may also use his/her discretion to provide for lengthier exceptions based on individual circumstances beyond the control of most reasonably prudent persons, including, but not limited to, acts of nature, and limited time circumstances that are unlikely to reoccur.

Section 6-3-7 - of the Code of Ordinances takes precedence over the exceptions listed herein. These exceptions do not apply (except Section 6-3-4(B)(5)) during time periods when on street parking is prohibited under Section 6-3-7. (2" snowfall)

COST

Costs of this item are limited to legal services for drafting the IGA and estimated at less than \$500 which can be accommodated in the General Fund Police account #01-51-6301 Legal Services.

RECOMMENDATION

Staff recommends that the Village Board approve an Ordinance amending the Overnight Parking section 6-3-4, Ordinance # 20130917E.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: PATRICK J. ROLLINS, CHIEF OF POLICE
SUBJECT: RESOLUTION: EXECUTION OF AN IGA WITH THE PARK DISTRICT
FOR POLICE ENFORCEMENT OF PARK DISTRICT REGULATIONS
AGENDA: SEPTEMBER 17, 2013 BOARD MEETING
DATE: SEPTEMBER 9, 2013

ISSUE

Should the Village enter into an Intergovernmental Agreement with the Sugar Grove Park District- adopting their ordinances allowing Sugar Grove Police Officers to enforce Park District regulations/violations on park district property.

DISCUSSION

Follow up from the July 16 Village Board Meeting: The Village Board desired to enter into a Intergovernmental Agreement with the Park District and directed Staff and the Village's Attorney to move forward in drafting and IGA with the Park District for the Enforcement of Park District Ordinances by the Sugar Grove Police Department.

The IGA was presented to the Park District for their approval, and has since been approved by the Park District's at their Board Meeting on Monday, September 9, 2013.

COST

Costs of this item are limited to legal services for drafting the IGA and estimated at less than \$500 which can be accommodated in the General Fund Police account #01-51-6301 Legal Services.

RECOMMENDATION

Staff recommends that the Village Board approve Resolution # 20130917A, authorizing execution of an IGA with the Sugar Grove Park District.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
VILLAGE OF SUGAR GROVE AND SUGAR GROVE PARK DISTRICT
REGARDING POLICING OF PARK PROPERTY**

THIS AGREEMENT is entered into by and between the SUGAR GROVE PARK DISTRICT (hereinafter referred to as the "District") and the VILLAGE OF SUGAR GROVE (hereinafter referred to as the "Village"), both municipal corporations located in the County of Kane, State of Illinois;

WHEREAS, the Illinois Constitution provides that units of local government may contract to share services through intergovernmental agreements, III. Const., Art. VII, §10 (1970); and

WHEREAS, Illinois statutes provide that public agencies may share powers through intergovernmental agreements pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, the District desires that its laws, ordinances, rules and regulations be enforced by the Village within its parks, grounds and facilities; and

WHEREAS, the Village operates a police force including police officers and required vehicles and equipment; and

WHEREAS, the Village has determined that it is feasible and appropriate that its police officers enforce the laws, ordinances, rules and regulations of the District within its parks, grounds and facilities within the corporate limits of the Village; and

WHEREAS, the Village and the District wish to associate, cooperate and share services to achieve the goals and objectives expressed herein and to enter into an intergovernmental agreement that so provides.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained in this Agreement, the District and the Village agree as follows:

Section 1: Village police officers shall be authorized at all times to enforce the laws, ordinances, rules and regulations of the District upon the parks, grounds and facilities of the District within the corporate limits of the Village and to sign and file complaints for any violation thereof. Under this provision, no Village police officers, vehicles or equipment shall be specifically designated for park patrol, but rather in the normal course of patrol and on call, the Village police officers shall so enforce the laws in the parks, grounds and facilities of the District. The District shall make no payment to the Village for the enforcement services as set out in this Section.

Section 2: The police officers of the Village shall remain under the command of the Village's Chief of Police at all times. At all times, Village police officers shall remain employees and agents of the Village. As employees of the Village, the police

officers shall have full and exclusive control over the specific means, manner and methods used in providing the law enforcement and police services contemplated by this Agreement.

It is further understood that said police officers are not agents or employees of the Park District and are therefore not entitled to any benefits provided employees of the Park District.

Section 3: This Agreement shall not be construed as to limit in any way the authority or ability of the police officers of the Village to enforce the laws of the Village, State of Illinois and United States as otherwise authorized by applicable law, either on or off of the property of the District.

Section 4: Members of the Village Police Department, acting hereunder to enforce the laws on District property, shall be conservators of the peace within and upon such parks and property controlled by the District and shall have the power to make arrests on view of the offense, or upon warrants, for violation of any of the laws, rules, regulations or ordinances of the District, or for any breach of the peace, in the same manner as police in cities or villages organized and existing under the general laws of the State of Illinois.

Section 5: To the fullest extent permitted by law, each party shall protect, indemnify, save, defend and hold harmless the other party, including its officers, officials, volunteers, employees and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorney and paralegal fees, which the other party and for which its officers, officials, volunteers, employees and agents may become obligated by reason of any accident, bodily injury, death of person, or loss of or damage to tangible property, or civil and/or constitutional infringement of rights (specifically including violations of the Federal Civil Rights Statutes) arising indirectly or directly in connection with or under, or as a result of this agreement; but only to the extent caused in whole or in part by any negligent or wrongful act or omission of the indemnifying party.

In the event either party purchases insurance from an insurance company, it shall keep in force at all times during the term of this agreement Commercial General Liability Insurance specifically including Police Professional Liability, bodily injury, personal injury and property damage limits of \$3,000,000 per occurrence.

In the event that either party is self-insured, member of an intergovernmental pool or provides for its risk financing by a means other than commercial insurance, it shall keep in force at all times during the term of this agreement, General Liability coverage specifically including Police Professional Liability, bodily injury, personal injury and property damage limits of \$3,000,000 per occurrence.

Each party shall furnish certificates of the insurance and/or coverage in place

as required herein and including a 60-day notice of cancellation or reduction in limits. The policy and/or coverage shall be primary and non-contributory as to the other party and shall name the other party as an additional insured and shall also contain a "contractual liability" clause and shall waive any rights of subrogation against the other party.

Section 6: If any provision of this Agreement is held to be invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect without the invalid provision.

Section 7: This Agreement shall be effective when executed by the District and Village. Unless otherwise terminated by either party, this Agreement shall be effective for a term of one (1) year and be automatically renewed for successive terms of one (1) year each unless either party notifies the other in writing of non-renewal at least ninety (90) days before the end of the applicable term.

Section 8: Either party hereto may terminate this Agreement for any violation of its terms by providing the offending party with thirty (30) days advance written notice. Either party hereto may also terminate this Agreement for any reason or no reason at all by giving the other party at least ninety (90) days advance written notice.

Section 9: Any other agreement or agreements between the parties hereto concerning the subjects hereof are terminated and canceled upon approval hereof, and this Agreement shall be the only agreement between the parties regarding the subject matter hereof.

Section 10: Notice or other writings which any party is required to, or may wish to, serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

For the Village of Sugar Grove:

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

With a copy to:

Steven A. Andersson
Attorney for the Village of Sugar Grove
Mickey, Wilson, Weiler, Renzi & Andersson, P.C.
2111 Plum Street, Suite 201 Aurora, IL 60506

For the Sugar Grove Park District:

With a copy to:

or such other address as any party may from time to time designate in a written notice to the other party.

Section 11: This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois.

Section 12: This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

IN WITNESS WHEREOF, the undersigned governments have caused this Agreement to be duly executed this __day of _____, 2013

VILLAGE OF SUGAR GROVE

**SUGAR GROVE PARK
DISTRICT**

BY: _____
Village President

BY: _____

ATTEST: _____
Village Clerk

ATTEST: _____

**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: APPROVAL: AUXILIARY SALT STORAGE IMPROVEMENTS
AGENDA: SEPTEMBER 17, 2013 REGULAR BOARD MEETING
DATE: SEPTEMBER 11, 2013

ISSUE

Should the Village approve the auxiliary salt storage improvements project.

DISCUSSION

Over the last 6 winter seasons, the unpredictable nature of winter, irregular salt delivery schedules and river icing have made it challenging to predict the amount of salt necessary to keep on-site to effectively respond to snow removal demands. As a result, Public Works has taken the necessary steps to ensure the proper amounts of materials are available to combat snow and ice by constructing a temporary salt storage area at the Public Works Facility. The storage area was built approximately 5 years ago and while it has been effective, it has proven somewhat inefficient and difficult to use.

In order to improve the system, Staff is requesting to transform the temporary salt storage area and add a more stable enclosure for the salt; including end walls, a truss system, a canvas cover and an opening for access to the salt. The project would include the purchase of the enclosure, minor site improvements and hardware and contractual installation of the enclosure. The total costs are estimated at \$40,450.00 to complete the project.

Staff requested quotes from 3 companies for the enclosure including delivery and installation. The results are as follows:

Company	Enclosure	Labor	Total
Guard-All	\$15,450.00	\$12,000.00	\$27,450.00
ClearSpan	\$18,218.00	\$25,696.00	\$43,914.00
BriteSpan	Did not reply to request		

Due to the somewhat specialized nature of the enclosure, local distributors were not readily available which led to Staff initiating Requests for Proposals from dealers selected off the American Public Works Association website. Guard-All was the lowest

responsive quote with a total cost of \$27,450.00 and Staff is requesting that the Board waive the bidding process and accept Guard-All's proposal.

Additional costs anticipated with this project include various site improvements including replacement concrete block purchases, sealers and caulks for the structure and miscellaneous hardware for bracing the blocks. The additional costs are estimated \$13,000.00.

The permanent Salt Storage building is tentatively scheduled for improvement in FYE 16; however, Staff would continue to utilize the outside storage beyond that point.

COST

The total cost to complete the Auxiliary Salt Storage Enclosure is estimated at \$40,450.00. The Fiscal Year 13-14 Streets Capital Project Budget, account number 30-53-7003: Building Improvements includes \$60,000.00 for the project.

RECOMMENDATION

The Village Board waive the bidding process and accepts Guard-All's proposal for the manufacture and installation of the Auxiliary Salt Storage Enclosure and authorizes the Director of Public Works to execute all necessary paperwork associated with the project in an amount not to exceed the \$40,450.00.