

<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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**January 21, 2014
Board Meeting
6:00 P.M.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Hearing:
 - a. None
5. Appointments and Presentations
 - a. Appointment: AACVB Liaison
6. Public Comment on Items Scheduled for Action
7. Consent Agenda
 - a. Approval: Minutes of the January 7, 2014 Meeting
 - b. Approval: Vouchers
 - c. Appointment: Village Treasurer
 - d. Resolution: Appointing an IMRF Authorized Agent
 - e. Resolution: Appointing IRMA Delegates
 - f. Resolution: Approving Bank Signatories
8. General Business
 - a. Resolution: Authorizing an Economic Development Agreement – ACE
 - b. Resolution: Authorizing an Inducement Agreement – ACE
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

Committee of the Whole Meeting – Cancelled

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

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

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

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: CINDY GALBREATH, VILLAGE CLERK
SUBJECT: AURORA AREA CONVENTION & VISITORS BUREAU APPOINTMENT
AGENDA: JANUARY 21, 2014 REGULAR BOARD MEETING
DATE: FRIDAY, JANUARY 17, 2014

ISSUE

Should the Village of Sugar Grove make an appointment to the Aurora Area Convention and Visitors Bureau.

DISCUSSION

At this time, an appointment to serve as the Village's representative on the Board of Directors of the Aurora Area Convention and Visitors Bureau (AACVB) is needed.

This appointment is authorized by Village Code 1-8-6, which states that the mode of appointment shall be by the president, subject to the advice and consent of the board. The appointment to the AACVB is authorized by the By-Laws of the AACVB and calls for the appointment to be done each May. However, with the resignation of Mr. Renk an appointment is needed at this time.

COSTS

There are no costs.

RECOMMENDATION

That the Village Board by consensus ratify President Michels appointment of Trustee Montalto as the Village of Sugar Grove representative to the Aurora Area Convention and Visitors Bureau Board of Directors until June 1, 2015 and direct Clerk Galbreath to notify the AACVB of the appointment.

**January 7, 2014
Village of Sugar Grove
Regular Board Meeting
6:00 PM**

President Michels opened the meeting at 6:00 PM and asked that Trustee Geary lead the Pledge. The roll was then called.

Present: Trustee Paluch, Trustee Johnson, Trustee Bohler, Trustee Herron, Trustee Montalto, and Trustee Geary.

Quorum Established.

Also Present:

Administrator Eichelberger, Chief Rollins, Clerk Galbreath, Public Works Director Speciale, Attorney Andersson, Accountant Milewski, and Attorney Andersson.

PUBLIC HEARINGS

Annexation Agreement Amendment – Lot 62 Hannaford Farm

President Michels opened the Public Hearing to receive comments on the Annexation Agreement Amendment for Lot 62 in Hannaford Farms. He then called for public comments and hearing none subsequently closed the public hearing.

APPOINTMENTS AND PRESENTATIONS

President Michels welcome Pat Chamberlin, Finance Director and Walter Magdziarz, Interim Community Development Director to their first Village Bord meeting as a member of the Village team.

PUBLIC COMMENTS ON ITEMS SCHEDULED FOR ACTION

President Michels called for any public comment and hearing, none this portion of the agenda was closed.

CONSENT AGENDA

- a. Approval: Minutes of the November 12 & 26, and December 17, 2013 Meetings
- b. Approval: Vouchers
- c. Approval: Treasurer’s Report
- d. Ordinance: ~~Sign Ordinance Amendment – Village Code Sections 11-7-2, 11-7-3, 11-7-4, 11-9A-2, 11-12-3, 11-12-6, 11-14 and 12-6-10~~
- e. Ordinance: Authorizing an Annexation Agreement Amendment - Lot 62 Hannaford Farm

Trustee John **moved to approve the Consent Agenda removing item d as requested by Trustee Geary.** Trustee Montalto seconded the motion. President Michels then called for a roll call vote.

AYE:	Geary	NAY:	None	ABSENT:	None
	Paluch				
	Montalto				

	Herron				
	Johnson				
	Bohler				

Motion Carried.

Sign Ordinance Amendment – Village Code Sections 11-7-2, 11-7-3, 11-7-4, 11-9A-2, 11-12-3, 11-12-6, 11-14 and 12-6-10

Trustee Johnson **moved to approve an Ordinance Amending Sections 11-7-2, 11-7-3, 11-7-4, 11-9A-2, 11-12-3, 11-12-6, 11-14 and 12-6-10 of the Village Code.** Trustee Montalto seconded the motion. Trustee Geary asked staff to clarify that all changes as requested are indeed in the ordinance. CD Director Magdziarz pointed out the updates. President Michels then called for a roll call vote.

AYE:	Geary	NAY:	None	ABSENT:	None
	Paluch				
	Montalto				
	Herron				
	Johnson				
	Bohler				

Motion Carried.

GENERAL BUSINESS

Approval Liquor License Application – Round Up Sports Bar & Grill

President Michels requested that on behalf of the Liquor Commissioner and Commission the license be conditionally. Trustee Johnson **moved to approve the Liquor License for Roundup Sports Bar and Grill pending verification of and receipt of all documentation and to authorize the Clerk to notify the applicants that the liquor license is approved however shall be revoked prior to March 1st, should all documentation not be received.** Trustee Bohler seconded the motion. President Michels then called for a roll call vote.

AYE:	Geary	NAY:	None	ABSENT:	None
	Paluch				
	Montalto				
	Herron				
	Johnson				
	Bohler				

Motion Carried.

Resolution Amending Liquor Licenses per Classification

Trustee Johnson **moved to approve Resolution #20140107, A Resolution Setting the Number of Liquor Classes for the Licensing Year 2013-2014.** Trustee Paluch seconded the motion. President Michels then called for a roll call vote.

AYE:	Geary	NAY:	None	ABSENT:	None
	Paluch				
	Montalto				
	Herron				
	Johnson				
	Bohler				

Motion Carried.

Discussion Village Committees

President Michels stated that he had spoken with Mr. Renk and he has stated that at this time due to personal reasons he cannot totally fulfill his role as the AACVB liaison. President Michels stated that as Trustee Montalto had expressed an interest in this role he would be looking for the Board to ratify his appointment at an upcoming meeting.

This evening as there has been much speculation and discussion regarding Village committees, specifically a International Crown Committee and a Beautification Committee that the Board discussed the roles and powers of such committee and if committees of the Village should standing or remain as needed. The benefits of both were debated. It is also understood that at no time would any person or persons on a committee be authorized to speak on the behalf of the Village or to commit to any funding. The Open Meeting Act and how it applies to committees was explained.

There was much debate about the International Crown Communication Committee as this is a committee gathered by Mr. Rich for the event and is not one that was at the ill of the Village. After much debate it was decided that those attending, Kevin, Mari and Brent should continue to attend to keep the lines of communications open however in no way should any offer of the Village show casing or advertising for the event be approved unless the matter returns to the Village Board for further discussion.

The Village is and will continue to be heavily involved in safety, traffic, inspections and roadway improvements for this event.

Trustee Paluch and Trustee Herron explained how they thought a citizens beatification would work, run and organized by volunteers to beautify the Village, with no staff involvement or Village funding. The committee would fundraise and either provide or find the labor to do small projects.

NEW BUSINESS

None

REPORTS

Thanks were given to the Public Works crew for their great job in keeping the streets clear. Director Special stated that it has been a very busy winter season.

Trustee Geary invited everyone to a township strategic plan meeting this Saturday.

The staff was asked to send out eBlasts reminding everyone to clear, if possible, their storm drains and fire hydrants and to check to insure sump pump lines to make sure they were clear pending the upcoming rain and thaw.

President Michels stated that he had an excellent meeting with Aurora University and also spoke with the Metra Representative that went very well.

PUBLIC COMMENTS

None.

Adjournment

Meeting was adjourned at 7:15 p.m.

Respectfully submitted, Cynthia L Galbreath, Clerk

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT MICHELS & BOARD OF TRUSTEES
FROM: FINANCE DEPARTMENT
SUBJECT: APPROVAL OF VOUCHERS
AGENDA: JANUARY 21, 2014 BOARD MEETING
DATE: JANUARY 17, 2014

ISSUE

Approval of Vouchers

DISCUSSION

Vouchers for items purchased are submitted for payment and manual checks are noted for ratification.

COST

Vouchers total \$181,927.64 and manual checks total \$281.44

RECOMMENDATION

Approval of vouchers totalling \$181,927.64 and ratification of manual checks totaling \$281.44.

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MANUAL CHECKS ISSUED 01/09/2014 THRU 01/17/2014

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	CHECK #	CHECK DATE	ITEM AMT
S1909			SAM'S CLUB				
2246582233	01/15/14	01	S&P/COFFEE, CREAM & SUGAR	01536508	045344	01/16/14	73.86
		02	W&S/COFFEE, CREAM & SUGAR	50596508			73.85
		03	CD/COFFEE, CREAM & SUGAR	01556508			73.85
		04	BC/COFFEE, CREAM & SUGAR	01576508			59.88
						INVOICE TOTAL:	281.44
						VENDOR TOTAL:	281.44
						TOTAL ALL INVOICES:	281.44

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INVOICES DUE ON/BEFORE 01/21/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

UNDEFINED							
						INVOICE TOTAL:	0.00
						VENDOR TOTAL:	0.00
A0032 AMALGAMATED BANK OF CHICAGO							
010114	01/01/14	01	ADM/2006 BOND FEES	41508004		01/21/14	200.00
		02	W&S/2006 BOND FEES	50508004			200.00
						INVOICE TOTAL:	400.00
						VENDOR TOTAL:	400.00
A0038 AMERICAN FIRST AID SERV, INC							
146185	01/13/14	01	W&S/FIRST AID SUPPLIES-PW FACI	50596604		01/21/14	5.00
		02	BM/FIRST AID SUPPLIES	01546604			5.00
		03	S&P/FIRST AID SUPPLIES	01536604			4.99
						INVOICE TOTAL:	14.99
						VENDOR TOTAL:	14.99
A0104 ACE HARDWARE							
352237	12/13/13	01	W&S/VEHICLE MAINT SUPPLIES	50596617		01/21/14	14.98
						INVOICE TOTAL:	14.98
						VENDOR TOTAL:	14.98
A0128 ATLAS BOBCAT INC.							
B21886	12/19/13	01	W&S/BOBCAT TIRES	50596603		01/21/14	900.00
						INVOICE TOTAL:	900.00
						VENDOR TOTAL:	900.00
A8037 AIRGAS NORTH CENTRAL							
9915474579	12/31/13	01	W&S/CHEMICALS	50656607		01/21/14	24.15
						INVOICE TOTAL:	24.15
						VENDOR TOTAL:	24.15

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B0202	BP						
40152244	01/06/14	01	ACCT 590-200-899-3 - GASOLINE	01516601		01/21/14	1,866.51
						INVOICE TOTAL:	1,866.51
						VENDOR TOTAL:	1,866.51
B0235	BONNELL INDUSTRIES INC						
0150639-IN	01/05/14	01	S&P/PLOW PARTS	01536617		01/21/14	2,802.88
						INVOICE TOTAL:	2,802.88
						VENDOR TOTAL:	2,802.88
B0239	ROBERT BOGLE						
01052014	01/05/14	01	POL/MEALS ON 1/5/14-SNOW STORM	01516508		01/21/14	71.49
						INVOICE TOTAL:	71.49
						VENDOR TOTAL:	71.49
C0005	CHICAGO INTERNATIONAL TRUCKS						
1119826	01/09/14	01	S&P/VEHICLE REPAIR TRK 209	01536407		01/21/14	3,133.26
						INVOICE TOTAL:	3,133.26
16123012	01/03/14	01	W&S/FUEL ADDITIVE	50596617		01/21/14	11.90
						INVOICE TOTAL:	11.90
17022708	12/19/13	01	S&P/VEHICLE PARTS TRK 200, 201	01536617		01/21/14	329.12
						INVOICE TOTAL:	329.12
17022750	12/20/13	01	S&P/VEHICLES PARTS	01536617		01/21/14	32.30
						INVOICE TOTAL:	32.30
17022822	12/27/13	01	W&S/VEHICLE PARTS TRK 207	50596617		01/21/14	258.98
						INVOICE TOTAL:	258.98
17023027	01/06/14	01	W&S/VEHICLE PARTS TRK 207	50596617		01/21/14	204.79
						INVOICE TOTAL:	204.79

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C0005	CHICAGO INTERNATIONAL TRUCKS						
CM17019964	09/13/13	01	S&P/VEHICLE PARTS RETURN	50596617		01/21/14	-126.99
						INVOICE TOTAL:	-126.99
CM17023027	01/06/14	01	W&S/CREDIT FUEL SURCHARGE	50596617		01/21/14	-3.00
						INVOICE TOTAL:	-3.00
						VENDOR TOTAL:	3,840.36
C0015	CYLINDER SERVICES						
208925	01/10/14	01	W&S/RESEAL & TEST CYLINDER	50596407		01/21/14	374.22
						INVOICE TOTAL:	374.22
						VENDOR TOTAL:	374.22
C0036	CONSTELLATION						
0012985738	01/09/13	01	S&P/0309004108 ENERGY 12/4-1/5	01536511		01/21/14	88.51
		02	S&P/0309004108 DELIVE 12/4-1/5	01536511			45.83
						INVOICE TOTAL:	134.34
0012985739	01/09/14	01	S&P/0840058004 ENERGY 12/4-1/7	01536511		01/21/14	2,144.47
		02	S&P/0840058004 DELIVER12/4-1/7	01536511			1,025.15
						INVOICE TOTAL:	3,169.62
0013009140	01/10/14	01	W&S/5222138020 ENERGY12/4-1/6	50606511		01/21/14	4,252.07
		02	W&S/5222138020 DELIVERY12/4-1/	50606511			3,173.10
						INVOICE TOTAL:	7,425.17
0013009141	01/10/14	01	W&S/0399050054 ENERGY11/27-1/2	50606511		01/21/14	450.73
		02	W&S/0399050054 DELIVERY11/27-1	50606511			1,296.30
						INVOICE TOTAL:	1,747.03
						VENDOR TOTAL:	12,476.16
C0351	COFFMAN TRUCK SALES INC						
845020	12/23/13	01	S&P/VEHICLE REPAIRS TRK 209	01536407		01/21/14	500.00
						INVOICE TOTAL:	500.00
						VENDOR TOTAL:	500.00

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C0361	COM ED						
011414	01/08/14	01	S&P/0053059135 LIGHT1/16-12/20	01536511		01/21/14	165.63
						INVOICE TOTAL:	165.63
011414A	01/07/14	01	S&P/9369045017 LIGHTS	01536511		01/21/14	6.59
						INVOICE TOTAL:	6.59
012114	01/07/14	01	S&P/0612101014 LIGHT 12/3-1/6	01536511		01/21/14	6.59
						INVOICE TOTAL:	6.59
						VENDOR TOTAL:	178.81
C0362	COMMONWEALTH EDISON						
011414	01/06/14	01	W/2763123040 WELL 4 11/27-1/3	50606511		01/21/14	465.80
						INVOICE TOTAL:	465.80
011414A	01/06/14	01	W/1713098046 WELL 7 11/27-1/3	50606511		01/21/14	366.21
						INVOICE TOTAL:	366.21
011414B	01/06/14	01	W/1581052012 WELL 5 11/27-1/3	50606511		01/21/14	375.20
						INVOICE TOTAL:	375.20
011414C	01/06/14	01	S/1311106047 STATION711/27-1/3	50656511		01/21/14	170.78
						INVOICE TOTAL:	170.78
011414D	01/06/14	01	S/1209054036 LIFT 6 11/27-1/3	50656511		01/21/14	85.73
						INVOICE TOTAL:	85.73
011414E	01/06/14	01	W/2151031026 WELL 3 11/27-1/3	50606511		01/21/14	513.12
						INVOICE TOTAL:	513.12
011414F	01/06/14	01	W/2073094061 WELL 11/27-1/3	50606511		01/21/14	170.26
						INVOICE TOTAL:	170.26
011414G	01/06/14	01	S/2295116015 LIFT 4 11/27-1/3	50656511		01/21/14	366.98
						INVOICE TOTAL:	366.98

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C0362	COMMONWEALTH EDISON						
011414H	01/06/14	01	S/0789114021 LIFT 5 11/27-12/3	50656511		01/21/14	326.70
						INVOICE TOTAL:	326.70
011414I	01/06/14	01	W/0039152077 WELL 6 11/27-12/3	50606511		01/21/14	214.71
						INVOICE TOTAL:	214.71
011614	01/13/14	01	S/1035032066 LIFT STATION 8	50656511		01/21/14	142.61
						INVOICE TOTAL:	142.61
011614A	01/13/14	01	S/9390162025 LIFT STATION 9	50656511		01/21/14	91.85
						INVOICE TOTAL:	91.85
						VENDOR TOTAL:	3,289.95
C0379	CDW GOVERNMENT, INC.						
HV47553	12/20/13	01	W&S/ADAPTER FOR TOUGHBOOK	50496307		01/21/14	118.29
						INVOICE TOTAL:	118.29
HV87827	12/23/13	01	W&S/TOUGHBOOK	50496307		01/21/14	2,009.95
						INVOICE TOTAL:	2,009.95
						VENDOR TOTAL:	2,128.24
D0010	DU-TEK INC.						
694598	01/03/14	01	S&P/HOSES & COUPLINGS PLOWTRUCK	01536617		01/21/14	421.00
						INVOICE TOTAL:	421.00
						VENDOR TOTAL:	421.00
D0445	DULTMEIER SALES						
2188832	12/18/13	01	S&P/CALCIUM PUMP PARTS	01536612		01/21/14	181.59
						INVOICE TOTAL:	181.59
						VENDOR TOTAL:	181.59
E0544	ENGINEERING ENTERPRISES, INC.						

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E0544	ENGINEERING ENTERPRISES, INC.						
53688	12/27/13	01	CD/CROWN PROPERTY SG0437	01556303		01/21/14	300.00
						INVOICE TOTAL:	300.00
53689	12/27/13	01	CD/DENNY RD-5 ACRE ESTATE SG10	01556303		01/21/14	228.00
						INVOICE TOTAL:	228.00
53690	12/27/13	01	S&P/RT 47 PEDESTRIAN CROSSING	35536303		01/21/14	729.49
						INVOICE TOTAL:	729.49
53691	12/27/13	01	S&P/VOSG-GENERAL AT&T PER1300	01536303		01/21/14	1,011.75
						INVOICE TOTAL:	1,011.75
53692	12/27/13	01	S&P/DUGAN RD LAFO SG1302	35536303		01/21/14	4,692.20
						INVOICE TOTAL:	4,692.20
53693	12/27/13	01	S&P/MCCANNON,SCHOOLSG1303	01536303		01/21/14	150.00
						INVOICE TOTAL:	150.00
53694	12/27/13	01	CD/SG CENTER (ACE) LOT 10 SG13	01556303		01/21/14	321.00
						INVOICE TOTAL:	321.00
53695	12/27/13	01	S&P/SG DRAINAGE DIST #1 SG1313	01536303		01/21/14	283.50
						INVOICE TOTAL:	283.50
53696	12/27/13	01	CD/HANNAFORD FARMS PHAS2SG0720	01556303		01/21/14	125.00
						INVOICE TOTAL:	125.00
53697	12/27/13	01	CD/PRAIRIE GLEN UNIT 1 SG0734	01556303		01/21/14	1,075.00
						INVOICE TOTAL:	1,075.00
53698	12/27/13	01	CD/BLACK WALNUT TRLS UNIT 8 SG	01556303		01/21/14	125.00
						INVOICE TOTAL:	125.00
						VENDOR TOTAL:	9,040.94
F0013	WRIGHT EXPRESS FSC						

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F0013	WRIGHT EXPRESS FSC						
35355480	12/31/13	01	POL/GASOLINE-DECEMBER 13	01516601		01/21/14	2,116.26
						INVOICE TOTAL:	2,116.26
35365187	12/31/13	01	FIN/GASOLINE 50%	01566601		01/21/14	2,261.51
		02	W&S/GASOLINE 50%	50506601			2,261.52
						INVOICE TOTAL:	4,523.03
35365248	12/31/13	01	S&P/GASOLINE DECEMBER 13	01536601		01/21/14	4,654.28
						INVOICE TOTAL:	4,654.28
						VENDOR TOTAL:	11,293.57
F0608	FOX METRO WATER RECLAMATION						
010114	01/03/14	01	CD/WATER INSPECTION DEC 13	01556309		01/21/14	40.00
						INVOICE TOTAL:	40.00
						VENDOR TOTAL:	40.00
F0635	FLEET SAFETY SUPPLY						
59263	12/19/13	01	S&P/VEHICLE REPAIR PARTS	01536617		01/21/14	114.27
						INVOICE TOTAL:	114.27
						VENDOR TOTAL:	114.27
F8029	FBI NATIONAL ACADEMY ASSOCIATE						
01022014	01/02/14	01	POL/2014 MEMBERSHIP DUES	01516208		01/21/14	95.00
						INVOICE TOTAL:	95.00
						VENDOR TOTAL:	95.00
F8030	FORCE AMERICA DISTRIBUTING						
04147364	12/18/13	01	S&P/KEY CALIBRATION	01536407		01/21/14	885.36
						INVOICE TOTAL:	885.36
						VENDOR TOTAL:	885.36

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G0016	GABS HOLDINGS LLC						
7584	12/23/13	01	S&P/SALT STORAGE BLDG-FINAL	30537003		01/21/14	19,000.00
						INVOICE TOTAL:	19,000.00
						VENDOR TOTAL:	19,000.00
G1123	GRAINCO FS, INC.						
17349	12/10/13	01	S&P/WHEEL LOADER TIRE REPAIR	01536407		01/21/14	350.00
						INVOICE TOTAL:	350.00
17934	12/27/13	01	S&P/TRK 201 TIRES & LABOR	01536407		01/21/14	1,386.08
						INVOICE TOTAL:	1,386.08
						VENDOR TOTAL:	1,736.08
H0006	HARRIS COMPUTER SYSTEMS						
XT00004149	12/31/13	01	W&S/ICONNECT HOSTING DEC 13	50506307		01/21/14	198.86
						INVOICE TOTAL:	198.86
						VENDOR TOTAL:	198.86
I0037	INTERSTATE BATTERY SYSTEM						
30061170	12/10/13	01	W&S/BATTERIES-WELL HOUSE	50606603		01/21/14	71.88
						INVOICE TOTAL:	71.88
						VENDOR TOTAL:	71.88
J0009	JB CONCRETE CONTRACTORS						
PAY EST 2	12/17/13	01	S&P/RTE 47 GALENA BIKE PATH	35537008		01/21/14	5,836.42
						INVOICE TOTAL:	5,836.42
						VENDOR TOTAL:	5,836.42
J1030	JIMS TRUCK INSPECTION & REPAIR						
149500	01/10/14	01	W&S/INSPECITON TRK 07	50596407		01/21/14	26.00

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J1030	JIMS TRUCK INSPECTION & REPAIR						
149500	01/10/14	02	W&S/INSPECTION TRK 303	50596407		01/21/14	25.00
						INVOICE TOTAL:	51.00
149509	01/13/13	01	W&S/INSPECITON TRK 13	50596407		01/21/14	25.00
		02	W&S/INSEPCITON TRLR 317	50596407			30.50
						INVOICE TOTAL:	55.50
						VENDOR TOTAL:	106.50
K1106	KANE COUNTY RECORDER						
SGRV120413	12/04/13	01	W&S/W&S LIENS	50506309		01/21/14	96.00
		02	W&S/W&S LIEN RELEASE	50506309			64.00
		03	CD/WEEL LIEN RELEASE	01556309			32.00
						INVOICE TOTAL:	192.00
SGRV120913	12/09/13	01	W&S/W&S LIEN RELEASE	50506309		01/21/14	32.00
						INVOICE TOTAL:	32.00
SGRV121313	12/13/13	01	CD/WEED LIEN RELEASE	01556309		01/21/14	32.00
						INVOICE TOTAL:	32.00
SGRV122013	12/20/13	01	W&S/W&S LIEN RELEASE	50506309		01/21/14	32.00
						INVOICE TOTAL:	32.00
SGRV123013	12/30/13	01	W&S/W&S LIEN	50506309		01/21/14	64.00
		02	W&S/W&S LIEN RELEASE	50506309			128.00
						INVOICE TOTAL:	192.00
						VENDOR TOTAL:	480.00
K1321	KONICA MINOLTA BUSINESS						
227266433	12/30/13	01	ADM/COPIES THRU 12/26	01506403		01/21/14	4.03
		02	POL/COPIES THRU 12/26/13	01516403			108.70
		03	CD/COPIES THRU 12/23/13	01556403			4.51

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K1321	KONICA MINOLTA BUSINESS						
227266433	12/30/13	04	FIN/COPIES THRU 12/26/13	01566403		01/21/14	28.00
		05	UB/COPIES THRU 12/26/13	50506403			53.58
		06	BD/COPIES THRU 12/26/13	01576403			31.49
						INVOICE TOTAL:	230.31
						VENDOR TOTAL:	230.31
L0010	L-3 COMMUNICATIONS MOBILE						
0125078	12/30/13	01	POL/IN CAR VIDEO SYSTEMQ125078	01516403		01/21/14	2,146.20
						INVOICE TOTAL:	2,146.20
0125079	12/30/13	01	POL/IN CAR VIDEO SYSTEMQ12507	01516403		01/21/14	750.00
						INVOICE TOTAL:	750.00
0125080	12/30/13	01	POL/IN CAR VIDEO SYSTEMQ125080	01516403		01/21/14	1,250.00
						INVOICE TOTAL:	1,250.00
0125081	12/30/13	01	POL/IN CAR VIDEO SYSTEMQ125081	01516403		01/21/14	325.00
						INVOICE TOTAL:	325.00
						VENDOR TOTAL:	4,471.20
M0024	MCHENRY ANALYTICAL WATER						
1400154	01/08/14	01	W&S/WATER SAMPLES-COLIFORM	50606311		01/21/14	199.50
						INVOICE TOTAL:	199.50
						VENDOR TOTAL:	199.50
M1386	METROLIFT, INC.						
52817	12/27/13	01	BM/40' BOOM RENTAL-SALTSTGESHE	30537003		01/21/14	1,395.00
						INVOICE TOTAL:	1,395.00
52901	12/20/13	01	BM/42' TELESCOPIC FORKLIFT-SAL	30537003		01/21/14	1,055.80
						INVOICE TOTAL:	1,055.80
						VENDOR TOTAL:	2,450.80

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M8017	WALTER MAGDZIARZ						
14001	01/06/14	01	CD/CONSULTING SERVICES	01556309		01/21/14	3,540.00
						INVOICE TOTAL:	3,540.00
						VENDOR TOTAL:	3,540.00
N1407	THE NEEDHAM SHOP						
19716	12/10/13	01	W&S/STEEL	50596612		01/21/14	13.88
						INVOICE TOTAL:	13.88
						VENDOR TOTAL:	13.88
N1413	NEXTEL COMMUNICATIONS						
835451515-142	12/12/13	01	POL/NEXTEL 11/9-12/8	01516502		01/21/14	163.08
		02	S&P/NEXTEL 11/9-12/8	01536502			115.24
		03	BM/NEXTEL 11/9-12/8	01546502			54.36
		04	CD/NEXTEL 11/9-12/8	01556502			54.36
		05	FIN/NEXTEL 11/9-12/8	01566502			72.91
		06	W&S/NEXTEL 11/9-12/8	50506502			27.18
		07	PW/NEXTEL 11/9-12/8	50596502			284.84
		08	BD/NEXTEL 11/9-12/8	01576502			27.18
						INVOICE TOTAL:	799.15
						VENDOR TOTAL:	799.15
N1444	NORTH AMERICAN SALT CO.						
71077879	12/18/13	01	W&S/SALT WELL #10	50606607		01/21/14	2,782.99
						INVOICE TOTAL:	2,782.99
71079176	12/20/13	01	W&S/SALT WELL #10	50606607		01/21/14	2,826.84
						INVOICE TOTAL:	2,826.84
						VENDOR TOTAL:	5,609.83
D1520	THE OFFICE WORKS						
229071	01/02/14	01	FIN/22905 TAX KIT	01566613		01/21/14	13.20

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01520	THE OFFICE WORKS						
229071	01/02/14	02	PW/22905 TAX KIT	50596613		01/21/14	13.19
						INVOICE TOTAL:	26.39
229268I	01/08/14	01	POL/TAPE CARTRIDGES	01516613		01/21/14	41.96
						INVOICE TOTAL:	41.96
229269I	01/08/01	01	S&P/WINDOW ENVELOPES	01536504		01/21/14	8.88
		02	BM/WINDOW ENVELOPES	01546613			3.70
		03	W&S/WINDOW ENVELOPES	50596504			12.20
		04	CD/OFFICE SUPPLIES	01556504			56.37
						INVOICE TOTAL:	81.15
229270I	01/08/14	01	POL/DISC/PORTFOLIOS	01516613		01/21/14	119.45
						INVOICE TOTAL:	119.45
229422I	01/10/14	01	ADM/PAPER	01506613		01/21/14	19.20
		02	FIN/PAPER	01566504			19.20
		03	W&S/PAPER	50506613			19.20
		04	PW/PAPER	50596613			19.20
		05	S&P/PAPER	01536613			19.17
						INVOICE TOTAL:	95.97
						VENDOR TOTAL:	364.92
00006	PADDOCK PUBLICATIONS INC						
T4361386	12/28/13	01	CD/HANNAFORD FARM LOT 62 PHNOT	01556503		01/21/14	74.75
						INVOICE TOTAL:	74.75
						VENDOR TOTAL:	74.75
01636	POMP'S TIRE SERVICE, INC						
410133301	12/03/13	01	POL/TIRES-QTY 4 SQUAD 50	01516407		01/21/14	505.12
						INVOICE TOTAL:	505.12
						VENDOR TOTAL:	505.12

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P1643	PATTEN INDUSTRIES, INC.						
TH510048456	12/31/13	01	S&P/EQUIPMENT PARTS	01536407		01/21/14	1,461.80
						INVOICE TOTAL:	1,461.80
						VENDOR TOTAL:	1,461.80
R0001	RADCO COMMUNICATIONS, INC.						
79527	01/10/14	01	POL/SERVICE ON 41, 42, & 47	01516403		01/21/14	371.60
						INVOICE TOTAL:	371.60
						VENDOR TOTAL:	371.60
R0212	BEDAL HEATING & COOLING						
010914	01/09/14	01	BM/REPAIRS PD (PO#99000319)	01546406		01/21/14	4,161.00
						INVOICE TOTAL:	4,161.00
14011	01/07/14	01	BM/REPARIS PD	01546406		01/21/14	398.00
						INVOICE TOTAL:	398.00
14027	12/23/13	01	BM/REPAIRS PD	01546406		01/21/14	165.00
						INVOICE TOTAL:	165.00
						VENDOR TOTAL:	4,724.00
R1844	RIVER VIEW FORD, INC.						
112418	12/19/13	01	S&P/DOOR SWITCH TRK 05	01536617		01/21/14	43.32
						INVOICE TOTAL:	43.32
						VENDOR TOTAL:	43.32
R1891	RUSSO POWER EQUIPMENT						
1813146	12/10/13	01	W&S/SNOWBLOWER PARTS	50596612		01/21/14	306.49
		02	S&P/SNOWBLOWER PARTS	01536612			306.49
						INVOICE TOTAL:	612.98
						VENDOR TOTAL:	612.98

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S0045	SHAW SUBURBAN MEDIA						
1630682	11/01/13	01	S&P/I88/47 INTERCHANGE	35536303		01/21/14	101.20
						INVOICE TOTAL:	101.20
						VENDOR TOTAL:	101.20
S1896	STAHL'S SERVICE & REPAIR						
1001	12/31/13	01	S&P/VEHICLE REPAIRS TRK 201	01536407		01/21/14	538.50
						INVOICE TOTAL:	538.50
679436	12/19/13	01	S&P/VEHICLE REPAIRS TRK 209	01536407		01/21/14	475.00
						INVOICE TOTAL:	475.00
679437	12/27/13	01	S&P/VEHICLE REPAIRS TRK 201	01536407		01/21/14	741.50
						INVOICE TOTAL:	741.50
						VENDOR TOTAL:	1,755.00
S1936	SICALCO, LTD						
60938	12/27/13	01	S&P/CALCIUM CHLORIDE 4686@.57	01536615		01/21/14	2,671.02
						INVOICE TOTAL:	2,671.02
60991	01/03/14	01	S&P/CALCIUM CHLORIDE 4655@.57	01536615		01/21/14	2,653.35
						INVOICE TOTAL:	2,653.35
						VENDOR TOTAL:	5,324.37
S1954	STEINER ELECTRIC						
4533291.007	01/02/14	01	S&P/STREET LIGHT PARTS	01536610		01/21/14	728.58
						INVOICE TOTAL:	728.58
						VENDOR TOTAL:	728.58
S1961	STEVEN'S SILK SCREENING						
6448	12/26/13	01	S&P/LOGO ON COATS	01536209		01/21/14	18.00

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S1961	STEVEN'S SILK SCREENING						
6448	12/26/13	02	W&S/LOGO ON COATS	50596209		01/21/14	27.00
						INVOICE TOTAL:	45.00
						VENDOR TOTAL:	45.00
T0001394 SAL-POL CONSTRUCTION INC							
20140113E	01/13/14	01	CD/REFUND CONTR #2295	01003291		01/21/14	150.00
						INVOICE TOTAL:	150.00
						VENDOR TOTAL:	150.00
T0001395 TOP FLIGHT RENOVATION							
20140113D	01/13/14	01	CD/REFUND CONTR #2289	01003291		01/21/14	150.00
						INVOICE TOTAL:	150.00
						VENDOR TOTAL:	150.00
T0001396 GREEN ENERGY SAVINGS INSULATIO							
20140113C	01/16/14	01	CD/REFUND CONTR #2296	01003291		01/21/14	150.00
						INVOICE TOTAL:	150.00
						VENDOR TOTAL:	150.00
T0001397 JKS HEATING & COOLING							
20140113B	01/13/14	01	CD/REFUND CONTR #2774	01003291		01/21/14	150.00
						INVOICE TOTAL:	150.00
						VENDOR TOTAL:	150.00
T0001398 RELIABLE HOME IMPROVEMENT & SU							
20140113A	01/13/14	01	CD/REFUND CONTRACT REG #2275	01003291		01/21/14	150.00
						INVOICE TOTAL:	150.00
						VENDOR TOTAL:	150.00
T0001399 ORLEANS RHIL							

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T0001399 ORLEANS RHIL							
011414	01/07/14	01	CD/REF ESCROW 419 YOLANE DR	01002359		01/21/14	3,000.00
						INVOICE TOTAL:	3,000.00
						VENDOR TOTAL:	3,000.00
T0001400 GLENDA MUNDAY							
010614	01/13/14	01	S&P/MAIL BOX REPLACEMENT	01536606		01/21/14	20.00
						INVOICE TOTAL:	20.00
						VENDOR TOTAL:	20.00
T0012 THIRD MILLENNIUM							
16494	12/31/13	01	W&S/PRINTING AMD MAILING JAN14	50506309		01/21/14	792.00
						INVOICE TOTAL:	792.00
						VENDOR TOTAL:	792.00
T2014 TRAFFIC CONTROL & PROTECTION							
79140	01/07/14	01	S&P/STREET SIGNS & SUPPLIES	01536610		01/21/14	1,184.90
						INVOICE TOTAL:	1,184.90
						VENDOR TOTAL:	1,184.90
U2117 UNITED STATES TREASURY							
011414	01/14/14	01	EIN: 36-6009121 Q:3 941 PAYMEN	01002160		01/21/14	56.51
		02	Q:3 941 PENALTY CHARGE	01566309			0.57
		03	Q:3 941 INTEREST CHARGE	01566309			0.15
						INVOICE TOTAL:	57.23
						VENDOR TOTAL:	57.23
V2231 VERIZON WIRELESS							
9717886453	01/06/14	01	POL/MOBILE BROADBAND CARDS	01516502		01/21/14	380.12
						INVOICE TOTAL:	380.12
						VENDOR TOTAL:	380.12

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W2315	WASTE MANAGEMENT						
3315358-2011-1	01/01/14	01	REFUSE COLLECTION-DECEMBER 13	57506513		01/21/14	62,440.79
						INVOICE TOTAL:	62,440.79
						VENDOR TOTAL:	62,440.79
Y2515	YORKVILLE NAPA AUTO PARTS						
60067	11/30/13	01	W&S/SHOP SUPPLIES	50596617		01/21/14	98.93
						INVOICE TOTAL:	98.93
61436	12/13/13	01	CD/CORE DEPOSIT CREDIT	01556407		01/21/14	-89.44
						INVOICE TOTAL:	-89.44
61437	12/13/13	01	W&S/BATTERY CABLES	50596617		01/21/14	74.19
		02	S&P/BATTERY CABLES	01536617			74.20
						INVOICE TOTAL:	148.39
61843	12/17/13	01	S&P/VEHICLE PARTS	01536617		01/21/14	241.49
						INVOICE TOTAL:	241.49
62368	12/23/13	01	W&S/SHOP SUPPLIES	50596601		01/21/14	53.94
		02	W&S/SHOP SUPPLIES	01536601			53.94
						INVOICE TOTAL:	107.88
62604	12/27/13	01	W&S/SHOP SUPPLIES	50596617		01/21/14	478.83
		02	S&P/SHOP SUPPLIES	01536617			478.82
						INVOICE TOTAL:	957.65
62648	12/27/13	01	W&S/POWER STEERING FLUID	50596617		01/21/14	26.18
						INVOICE TOTAL:	26.18
						VENDOR TOTAL:	1,491.08
						TOTAL ALL INVOICES:	181,927.64

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: CINDY GALBREATH
SUBJECT: APPOINTMENT OF IMRF & IRMA DELEGATES, A VILLAGE TREASURER AND AUTHORIZATION OF AMENDED SIGNATORY CARDS
AGENDA: JANUARY 21, 2014 REGULAR BOARD MEETING
DATE: JANUARY 16, 2014

ISSUE

Should the Village Board authorize revisions to all fund signatory cards and appoint: an IMRF representative, IRMA Delegates, and a Village 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.

The Illinois Municipal Retirement Fund (IMRF) and the Intergovernmental Risk Management Agency (IRMA) require that delegates from the Village be appointed to their agencies. Additionally the appointment of a new Finance Director will require the need to update the bank signatory cards.

The primary role of the IRMA delegate is to receive, distribute and gather information for IRMA and follow up on any claims made. The primary role of the IMRF Authorized Agent is to sign all documentation as it pertains to IMRF.

It is recommended that Patricia (Pat) Chamberlin, Finance Director be appointed as that the Village Treasurer the authorized agent for IMRF, and as the delegate to IRMA. It is further recommended that the Jennifer Milewski be re-appointed as the alternate to IRMA and that authorization be given to update all signatory cards for banking accounts and any Illinois Funds.

COSTS

There is no cost associated with the appointments of these positions or the revisions to the signatories.

RECOMMENDATION

- That the Board appoints Pat Chamber, Finance Director as the Village Treasurer.
- That the Board adopts Resolution 20140121A, A Resolution Appointing an Authorized Agent for the Illinois Municipal Retirement Fund.
- That the Board adopts Resolution 20140121B, A Resolution Appointing a Delegate and an Alternate Delegate to the Intergovernmental Risk Management Agency.
- That the Village Board Adopts Resolution 20140121C, A Resolution Authorizing revised signatory cards



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

RESOLUTION NO. 20140121A

**A RESOLUTION
APPOINTING AN AUTHORIZED AGENT
FOR THE
ILLINOIS MUNICIPAL RETIREMENT FUND**

**ADOPTED BY THE
BOARD OF TRUSTEES AND PRESIDENT
OF THE VILLAGE OF SUGAR GROVE, ILLINOIS
THIS 21st DAY OF JANUARY, 2014.**

**PUBLISHED IN PAMPHLET FORM
BY THE AUTHORITY OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF SUGAR GROVE,
KANE COUNTY, ILLINOIS
THIS 21st DAY OF JANUARY, 2014**

RESOLUTION NO. 20140121A

**RESOLUTION APPOINTING AN
AUTHORIZED AGENT FOR THE
ILLINOIS MUNICIPAL RETIREMENT FUND**

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

WHEREAS, the Village of Sugar Grove is a participant in the Illinois Municipal Retirement Fund; and

WHEREAS, President and Board of Trustees desires that Patricia Chamberlin, be appointed as the Duly Appointed Authorized Agent for the Illinois Municipal Retirement Fund;

NOW, THEREFORE BE IT RESOLVED by the CORPORATE AUTHORITIES, of the VILLAGE of SUGAR GROVE, ILLINOIS, that Pat Chamberlin of the Village of Sugar Grove is hereby appointed to represent the Village of Sugar Grove as the Duly Appointed Authorized Agent for the Illinois Municipal Retirement Fund (IMRF) commencing on January 21, 2014. Powers and Duties delegated to the Authorized Agent pursuant to Section 7-135 of the Illinois Pension Code include filing a Petition of Nominations of an Executive Trustee of IMRF and casting a Ballot for Election of an Executive Trustee of IMRF.

PASSED by the Board of Trustees of the Village of Sugar Grove, Illinois, this 21st day of January, 2014.

	AYE:	NAY:	ABSENT:
Bohler	___	___	___
Paluch	___	___	___
Geary	___	___	___
Johnson	___	___	___
Montalto	___	___	___
Herron	___	___	___

P. Sean Michels, Village President
Village of Sugar Grove

ATTEST:

Cynthia L. Galbreath

(Seal)

CERTIFICATE

I, Cynthia L. Galbreath, certify that I am the duly appointed and acting Municipal Clerk of the Village of Sugar Grove, Kane County, Illinois.

I further certify that on 21st day of January the Board of Trustees of the Village of Sugar Grove passed and approved Resolution No. 20140121A, Entitled:

“RESOLUTION APPOINTING AN AUTHORIZED AGENT FOR THE ILLINOIS MUNICIPAL RETIREMENT FUND”.

Dated at Sugar Grove, Illinois this 21st day of January, 2014.

Cynthia L. Galbreath

RESOLUTION NO. 20140121B

**RESOLUTION APPOINTING A DELEGATE AND ALTERNATE DELEGATE
TO THE INTERGOVERNMENTAL RISK MANAGEMENT AGENCY**

WHEREAS, the Village of Sugar Grove adopted the Contract and By-Laws of the Intergovernmental Risk Management Agency by Ordinance and thereby became a member of said cooperative; and

WHEREAS, said contract provides that member units of local government shall by majority vote of its corporate authorities select one (1) person to represent that body on the Board of Directors of Said Intergovernmental Agency.

NOW, THEREFORE BE IT RESOLVED by the CORPORATE AUTHORITIES, of the VILLAGE of SUGAR GROVE, ILLINOIS, that Pat Chamberlin, Finance Director of the Village of Sugar Grove is hereby appointed to represent the Village of Sugar Grove on the Board of Directors of said Intergovernmental Risk Management Agency commencing on January 21, 2014.

BE IT FURTHER RESOLVED that Jennifer Milewski of the Village of Sugar Grove is hereby selected as the alternative representative to serve if Pat Chamberlin is unable to carry out her aforesaid duties as the representative of the Village of Sugar Grove to said Intergovernmental Agency.

PASSED by the Board of Trustees of the Village of Sugar Grove, Illinois, this 21st day of January, 2014.

P. Sean Michels, Village President

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

Cynthia L. Galbreath, Village Clerk

(Seal)



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

RESOLUTION NO. 20140121C

**A RESOLUTION OF THE VILLAGE OF SUGAR GROVE
DESIGNATING SIGNATORIES**

Adopted by the
Board of Trustees and President
of the Village of Sugar Grove
this 21st day of January, 2014.

**RESOLUTION NO. 20140121C
A RESOLUTION OF THE VILLAGE OF SUGAR GROVE
DESIGNATING SIGNATORIES**

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

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

WHEREAS, the Village Board confirmed the appointment of the Village Treasurer/Finance Director on September 3, 2013 necessitating updating signatory cards with various Financial Institutions; and

NOW, THEREFORE, BE IT RESOLVED by the Corporate Authorities of the Village have determined that designated signatories effective September 3, 2013 for the Village Financial Institutions are as follows:

P. Sean Michels, Village President
Brent Eichelberger, Village Administrator
Patricia (Pat) Chamberlin, Village Finance Director/Treasurer
Cynthia Galbreath, Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 21st day of January, 2014.

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 Johnson	___	___	___	___
Trustee Herron	___	___	___	___
Trustee Paluch	___	___	___	___
Trustee Bohler	___	___	___	___
Trustee Geary	___	___	___	___
Trustee Montalto	___	___	___	___

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: BRENT M. EICHELBERGER, VILLAGE ADMINISTRATOR
SUBJECT: APPROVAL: ECONOMIC DEVELOPMENT AGREEMENT – ACE
RESOLUTION: AUTHORIZING AN INDUCEMENT AGREEMENT - ACE
AGENDA: JANUARY 21, 2014 REGULAR BOARD MEETING
DATE: JANUARY 16, 2014

ISSUE

Should the Village enter into Economic Development and Inducement Agreements to facilitate the location of an ACE Hardware store in the Village.

DISCUSSION

At the November 5, 2013 Regular Board meeting, an Ordinance granting a Final PUD and Major PUD Amendment for the proposed ACE Hardware in the Sugar Grove (Jewel) Center was approved. At that meeting the Village Board, by consensus, endorsed an Economic Development and Inducement Agreements to facilitate the location of the store.

The Economic Development Agreement provides that the Village will reimburse 50% (up to \$10,000) of the required Kane County Road Impact Fee. The Inducement Agreement provides that General Sales Tax generated shall be forwarded to the developer at the following schedule: 100% years 1&2, 75% years 3, 4&5, and 25% years 6&7. The Village will retain 100% of the Non-Home Rule Sales Tax generated.

The attached Agreements include the financial provisions as well as typical provisions regarding timing, etc.

The Agreements have been reviewed and approved by both the Village and the developer's attorneys.

COST

Village costs associated with development of the Agreements are estimated at less than \$1,000 in attorney's fees. The Village is projected to retain approximately \$122,500 in new sales tax revenue over the first seven years of the project.

RECOMMENDATION

That the Board approve an Economic Development Agreement and Resolution 20140121D Authorizing an Inducement Agreement, both to facilitate the location of an ACE Hardware store in the Village.

RESOLUTION NO. 20140121F

**RESOLUTION OF AUTHORIZATION TO ENTER INTO
ECONOMIC DEVELOPMENT AGREEMENT
WITH DRIBAR ILLINOIS LLC**

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 desire to enter in an Economic Development Agreement with DriBar Illinois, LLC (Ace Hardware); and

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 and the Village Clerk are hereby authorized to sign an Economic Development Agreement with DriBar Illinois, LLC (attached Exhibit A)

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this 21st day of January, 2014.

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

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (this "Agreement") is entered into this ___th day of _____, 2014, by and between the VILLAGE OF SUGAR GROVE, an Illinois Municipal Corporation (the "Village") and DriBar Illinois, LLC, an Illinois Limited Liability Company DRIBAR("Dribar").

WITNESSETH:

WHEREAS, the Village of Sugar Grove is an Illinois Municipal Corporation existing under and by virtue of the Constitution and laws of the State of Illinois, including but not limited to the Illinois Municipal Code; and

WHEREAS, § 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5) (the "Code") authorizes the corporate authorities of a municipality to expend funds to make grants to private commercial enterprises relating to economic development; and

WHEREAS, Illinois law has also long recognized that expenditures of municipal funds for economic development is within the powers of municipalities for the public welfare; and

WHEREAS, Dribar desires to open an Ace Hardware Store located at 160 E. Galena Blvd., Sugar Grove, IL 60554 in Sugar Grove, Illinois (the "Project"); and

WHEREAS, the operation and construction of the Project will create job opportunities and economic development within the Village; and

WHEREAS, without this Agreement, the Project would not be possible; and

WHEREAS, it is in the best interest of the Village to enter into this Agreement.

SECTION 1. Incorporation. The Preambles to this Agreement are hereby declared to be the findings of the parties and that said Preambles and all exhibits referred to in the Preambles and this Agreement are incorporated herein as if fully set forth in this Section 1.

SECTION 2. Conditions Precedent to the Undertaking on the part of the Village. All undertaking on the part of the Village pursuant to this Agreement are subject to the satisfaction of the following conditions by Dribar:

- A. Dribar shall construct the Ace Hardware Project located at the address in the preamble and shall have obtained from the Village its final certificate of occupancy for the Project.
- B. Dribar shall have paid to the County of Kane all amounts due under the County of

Kane's ORDINANCE NO.12-100 KANE COUNTY ROAD IMPROVEMENT IMPACT FEE ORDINANCE (or successor ordinances as applicable). This amount is currently estimated to be approximately \$19,000.00.

- C. Dribar shall present to the Village a written receipt showing payment of said amounts in Subsection B above.

SECTION 3. Undertaking on the Part of the Village Upon Satisfaction by Dribar of all the Conditions herein Stated.

- A. The Village shall pay to Dribar the lesser of fifty (50) percent of the amount paid by Dribar to the County of Kane referenced above in Section 2(B) or \$10,000.00 whichever is less.
- B. The Village shall make payments to Dribar within thirty (30) days following the presentation to the Village of the receipt required in Section 2(C) above.

SECTION 4. Representations and Warranties of Dribar.

- A. Dribar hereby represents and warrants that but for economic assistance from the Village the project as contemplated would not be undertaken within the Village.
- B. Dribar hereby represents and warrants that at all times it shall comply with all applicable zoning ordinances and regulations, and all building and fire code regulations, and all other applicable Village ordinances, resolutions, codes and regulations.

SECTION 5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the forum of any dispute shall be in Kane County, Illinois.

SECTION 6. Amendment. This Agreement may be amended only by the mutual consent of the parties, or their successors and assigns, by a written instrument specifically referencing this Agreement.

SECTION 7. Notices. All notices, elections and other communications between the parties shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, or delivered personally, to the parties at the following addresses, or at such other addresses as the parties may, by notice, designate:

If to the Village: Village of Sugar Grove
 10 S. Municipal Drive
 Sugar Grove, Illinois 60554

Attention: Village Administrator

with a copy to: Mickey, Wilson, Weiler, Renzi & Andersson PC
2111 Plum Street, Suite 201
Aurora, Illinois 60507
Attention: Steven A. Andersson

If to Dribar: Mark Driscoll,
DriBar Illinois, LLC,
796 TWIN ELMS DRIVE,
BATAVIA, IL, 60510

with a copy to: Karrsten Goettel,
Ariano, Hardy, Ritt et al,
2000 McDonald Rd., Ste. 200,
South Elgin, IL 60177

Notices shall be deemed received on the fourth business day following deposit in the U.S. Mail, if given by certified mail as aforesaid, and upon receipt or refusal, if personally delivered.

SECTION 8. Effective Date. This Agreement shall be effective on the date set forth above.

SECTION 9. Mutual Assistance and Consents. The parties agree to do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms of this Agreement, including, without limitation, the enactment by the Village of such ordinances and resolutions and the taking of such other actions as may be necessary to enable the parties' compliance with the terms and provisions of this Agreement. In the event that any party to this Agreement is required to grant its consent or approval to the other party to this Agreement in connection with any of the terms and provision of this Agreement, such consent or approval shall not be unreasonably withheld.

SECTION 10. Severability. If any provision, covenant or portion of this Agreement is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement.

SECTION 11. Entire Agreement. This Agreement supersedes all prior agreements, negotiations and exhibits and is a full integration of the entire agreement of the parties.

SECTION 12. Successors and Assigns. This Agreement may be assigned by either party hereto and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written, and by so executing this Agreement, they mutually represent and warrant to one another that they have full power and authority to enter into this Agreement.

VILLAGE OF SUGAR GROVE,
an Illinois Municipal Corporation

DriBar Illinois, LLC
an Illinois Limited Liability Company

By: _____
Its: Village Administrator

By: _____
Mark Driscoll, Manager

ATTEST:

By: _____

Its: _____

RESOLUTION NO. 20140121E

**RESOLUTION OF AUTHORIZATION TO ENTER INTO
INDUCEMENT AGREEMENT
WITH DRIBAR ILLINOIS LLC**

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 desire to enter in an Inducement Agreement with DriBar Illinois, LLC (Ace Hardware); and

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 and the Village Clerk are hereby authorized to sign an Inducement Agreement with DriBar Illinois, LLC (attached Exhibit A)

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this 21st day of January, 2014.

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

INDUCEMENT AGREEMENT – ACE HARDWARE LOT

THIS AGREEMENT is entered into this ____ day of _____, 2013, by and between the **VILLAGE OF SUGAR GROVE** , Kane County, Illinois, a municipal corporation (hereinafter referred to as the “Village”) and **DriBar Illinois, LLC**, an Illinois Limited Liability Company (hereinafter referred to as “Developer”).

WITNESSETH:

In consideration of the Preliminary Statements, the mutual covenants herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. Preliminary Statements

Among the matters of mutual inducement which have resulted in this Agreement are the following:

(a) Developer is the owner of the real estate legally described on **EXHIBIT A** attached hereto and made a part hereof (such property is referred to as the “Subject Property”). The Subject Property will be developed into a hardware store, including parking and customary shopping center improvements (all collectively referred to as the “Project”), all as fully set forth on the conceptual plan prepared by CRK Engineering entitled “Site Plan” and dated 10/16/2013, and attached hereto and hereby made a part hereof as **EXHIBIT B** (the “Concept Plan”).

(b) The Village is desirous of having the Subject Property developed in accordance with the approved Concept Plan in order to service the needs of the Village and its residents, and the Project, if completed, will increase employment opportunities in the Village, improve economic conditions existing in the Village, stimulate commercial

growth and increase and stabilize the tax base of the Village, and, in furtherance thereof, the Village contemplates certain incentives and continuing incentives under the terms and conditions hereinafter set forth to assist in the development of the Subject Property.

(c) The parties hereto acknowledge, and Developer represents and warrants, that the Project requires economic assistance from the Village in order to acquire and complete the same, and, but for the economic assistance to be given by the Village, the Project as contemplated would not be economically viable nor eligible for the funding necessary for its completion.

(d) For purposes of this Agreement, the use of the terms “sales tax” and “sales tax revenue” shall be construed to refer to that net portion of taxes collected by the State of Illinois for distribution to the Village pursuant to the Retailers’ Occupation Tax Act and the Service Occupation Tax Act (as said acts may be amended) and which are collected by the State and distributed to the Village, but specifically excludes any separate sales tax revenue received by the Village, specifically the Village’s current non-home rule sales tax(or any future such sales tax levies) or a separate home rule sales tax if the Village ever becomes a home rule municipality and levies such a sales tax under home rule powers that does not replace in part or in whole the current sales tax, or any other sales tax, business district tax or property tax levy that the Village may in the future enact.

2. Conditions Precedent to the Undertakings on the Part of the Village

All undertakings on the part of the Village pursuant to this Agreement are subject to satisfaction of the following conditions by the Developer on or before the date of the

Initial Payment provided for in Paragraph 3 below, or such other date specifically hereinafter stated:

(a) On or before _____, Developer shall provide the Village with written documentation that it owns the subject property described on **EXHIBIT A**.

(b) The Developer shall have obtained approval of its development plan for the Project by the Village.

(c) Prior to any disbursement of sales tax revenue funds hereunder, the Developer and/or its assignees shall have:

(i) obtained such approvals from the Village as are reasonably required for issuance of building permits.

(ii) obtained final approval of its plans from any other governmental unit or agency which has jurisdiction or authority over any portion of the Developer's Project and/or plans.

(iii) obtained a Certificate of Occupancy by December 31st, 2014 provided however that if there is an event(s) that delay(s) the issuance of a Certificate of Occupancy by December 31st, 2014, which event(s) have not been caused by the actions of the Developer, that the Village and Developer shall work together to extend the time to obtain a Certificate of Occupancy to a date reasonably necessary to complete construction of the Ace Hardware Store on the Subject Property and obtain occupancy of same.

(iv) certified to the Village that there exists no material default under this Agreement, and the Developer has not received any notice of any violation of any Village ordinance, rules and regulations or any applicable law of the State of

Illinois and any agency thereof, as well as any ordinances and resolutions of the Village pertaining to the Project which by their respective terms are to have been complied with prior to the commencement of construction of the Project.

(d) Developer may at any time assign, sell or lease any or all of the Subject Property to another person, firm or corporation, in which case such assignee, purchaser or lessee shall become the Developer for that portion of the Subject Property; provided, however, no assignment of the right to receive sales tax revenues shall accompany such assignment, sale or lease unless the Village is specifically notified in writing by the assigning Developer of the assignment of the right to receive sales tax revenues. Developer shall notify the Village in writing within thirty (30) days after such assignment, sale or lease. Developer may, as part of any assignment, sale or lease of any portion of the Subject Property and/or any building or facility constructed thereon, also assign all or any portion of any sales tax revenues that would otherwise be paid by the Village to Developer under this Agreement. Developer shall notify the Village in writing within thirty (30) days after such assignment of revenue. Any notice of sale, assignment or lease shall specify the name and address of the assignee, purchaser or lessee and the nature of the interest transferred, including any rights to receive payments of sales tax revenue.

Notwithstanding the foregoing, Developer may also assign, mortgage or pledge its interests hereunder for financing purposes and shall notify the Village of the same within thirty (30) days after the completion of any financing transaction.

No sale, assignment, or lease of any portion of the Subject Property shall effect an assignment of the economic incentive payments provided for in paragraph 3(b) of this

Agreement unless it is specifically provided for as part of such assignment, sale or lease transaction and until the Village has been notified of the assignment of such revenue.

3. Undertakings on the Part of the Village

(a) Upon satisfaction by the Developer of all conditions set forth in paragraph 2 hereof, the Village hereby undertakes to make the payments set forth in subparagraph (b) below.

(b) Subject to subparagraph (a) hereof, the Village hereby agrees to pay the Developer the Inducement Costs (hereinafter defined in Section 4(a)) by quarterly installments payable over the Term of this Agreement (as hereinafter defined), subject to and in accordance with the following conditions and restrictions:

- (i) Each amount will be due and payable solely from the proceeds of sales tax revenues received by the Village from the Project and shall not be a general obligation of the Village. If the Village ever becomes a home rule municipality and levies a sales tax pursuant to its home rule powers that replaces in whole or in part the current sales tax, it is understood and agreed that such replacement sales tax revenue shall be available for payment of the amounts provided in this Agreement. It is acknowledged and understood by the parties hereto that the Village receives sales tax revenue monthly, and that the taxes generated by sales in any one month are distributed to the Village approximately 4 months later (e.g. taxes generated by sales in January are received normally in June) and any monthly installment of sales tax due by the Village in any quarterly payment hereunder shall only be remitted by the Village if said amount is received by the Village at least one month prior to said quarterly remittance, otherwise to be included in the next remittance.

The period during which a portion of the sales tax paid by a retail user, including Developer's tenant, ACE HARDWARE (hereinafter referred to as "User") of the Subject Property shall be paid to Developer as described in this Agreement, shall commence on the date of the issuance of a final Certificate of Occupancy by the Village to a retail user of the Subject Property.

The initial payment (“Initial Payment”) date for User shall be on the first day of the seventh month of User’s first year (e.g. if the first day of the initial 12 month period is January 1 and the Village has received sales tax revenue from the Project by June 30, the Initial Payment shall be made on July 1 of the same year) and then quarterly thereafter. During the payment term, the Developer shall be entitled to receive and the Village shall pay one hundred percent (100%) of the sales tax revenues paid by such User and received by the Village, and the Village shall be entitled to retain the remaining zero percent (0%) of such sales tax revenue generated by such User for years 1 and 2 of this agreement (commencing on the date of the issuance of the final Certificate of Occupancy to the retail user of the Subject Property); in years 3, 4 and 5 the Developer shall be entitled to receive and the Village shall pay seventy-five percent (75%) of the sales tax revenues paid by such User and received by the Village, and the Village shall be entitled to retain the remaining twenty-five percent (25%) of such sales tax revenue generated by such User; In years 6 and 7 the Developer shall be entitled to receive and the Village shall pay fifty percent (50%) of the sales tax revenues paid by such User and received by the Village, and the Village shall be entitled to retain the remaining fifty percent (50%) of such sales tax revenue generated by such User until the earlier of either 1) the total amount of \$100,000.00 is paid to the Developer by the Village under this agreement, 2) until the seventh (7th) year (“end date”), or 3) the cessation of use of the Subject Property as a bona fide hardware store (open for business on a daily basis) for a continuous period in excess of 3 months. Upon the amount of \$100,000.00 having been paid, the end date being reached, or the Subject property ceasing being used as a bona fide hardware store, the Village shall have no further obligation to pay any amounts under this agreement.

Upon receipt by Developer of all sums to be paid pursuant to this Agreement or after the end date, the Village will retain all sales tax revenues.

- (ii) In the event of a change of law with regard to the sales tax revenues generated as the result of the sales activities from the Project to be paid to the Village, and if any successor or substitute tax revenue is made available to the Village as the result of such change in the law, including without limitation, with regard to sales tax revenues, the Village agrees to share such successor or substitute tax revenues on the same proportion as set forth above to the extent that such successor or substitute tax revenues are equal to or less than the sales tax revenues that the Village otherwise would have received from the Project if the law had not changed

(i.e., if the successor or substitute tax revenues are in excess of the sales tax revenues that would have been received from the Project, then the Village shall be entitled to all of any such excess). If there is any such change in state law and if the Village becomes a Home Rule municipality at any time during the Term of this Agreement and at any time adopts a Home Rule Sales Tax, then to the extent Developer has not received the sales tax revenue that it would have otherwise received but for the change in law (the “Deficiency”), the Home Rule Sales Tax revenue generated from the Project shall be paid first to Developer in order to pay the amount of the Deficiency to Developer and any amounts in excess thereof shall be retained by the Village. The parties agree that in the event of any such change in law that they will meet and attempt to agree on a specific amendment to this Agreement relating to and resulting from such change in the law.

- (iii) The calculation of the quarterly payment amount due to the Developer shall be determined quarterly by the Village based upon this Agreement and the information and sales tax revenues received by the Village from the Illinois Department of Revenue. Such quarterly calculation shall be prepared using the Illinois Department of Revenue Form setting forth the amount of monthly sales tax that is generated from the Project and from each of the users of the Project or from other information as set forth in Section 4 (d). If either the Village or the Developer question the amount of sales tax revenue received by the Village and/or paid to the Developer, each shall have the right to challenge the amount of such sales tax revenue that it is entitled to pursuant to Illinois law and this Agreement. The Village and Developer will cooperate with one another in obtaining access to the necessary books and records evidencing the sales tax revenue generated as a result of the sales activities from the Project and the information used by the Illinois Department of Revenue to calculate the sales tax revenue payable to the Village pursuant to Illinois law. Each of the Village and Developer agree to hold such information as confidential, except to the extent required under applicable law. The Village agrees that, to the extent necessary, it will join in any action by the Developer, assign (to the extent applicable) to the Developer any of its rights to permit the Developer to prosecute an action in the name of the Village in order to permit the Developer to bring a good faith challenge to the amount of sales tax revenue due the Village pursuant to Illinois law and/or the amount due the Developer pursuant to paragraph 3(b) hereof.
- (iv) Upon receipt of the sales tax revenue generated from sales activities from the Project, the Village will place the portion of

such revenue that is due to Developer pursuant to paragraph 3(b) hereof in a separate liability account on the books solely relating to this Project. As security for the payment of the amount due to the Developer under paragraph 3(b) herein, the Village hereby pledges to Developer that portion of the sales tax revenue received by the Village and which is due and payable to the Developer pursuant to subparagraph 3(b) hereof.

(c) To the extent permitted by law, the Village shall provide for payments required under subparagraph (b) by adopting at the time this Agreement is approved, a continuing appropriation therefore which shall be part of the Village's annual appropriation pursuant to the budget ordinance to be adopted for each fiscal year in which payments may be due hereunder.

(d) In the event the conditions to payment as provided in Paragraph 2 hereof have not been satisfied or waived by the Village, then in such event, the Village shall have no obligation to make any current payment to Developer and such payment shall be suspended until such time as all of such conditions have been satisfied or waived, by the Village, and all rights of the Developer to demand sales tax payment from the Village shall be deemed suspended until such conditions have been satisfied or waived by the Village.

4. Undertakings on the Part of the Developer

(a) The Developer shall construct and install the Site Improvements in accordance with final engineering plans approved by the Village, and shall not cause or permit the existence of any violation of Village ordinances, including but not limited to, the Building Code, Zoning Ordinance, Fire Code, and all rules and regulations there under. If the Developer complies with all the provisions of this Agreement, then the Village shall pay the inducement cost amount of up to one hundred thousand dollars (\$100,000.00) ("Inducement Cost").

(b) The Developer recognizes and agrees that the Village has the sole authority with regard to all approvals and permits relating to the Project, including but not limited to approval of the final development plan, grading permit, building permit and occupancy permit, and failure on the part of the Village to grant any required approval or issue any required permit shall not be deemed as the cause of a default by the Village under this Agreement or give rise to any claim against or liability to the Village pursuant to this Agreement.

(c) Developer shall include in all leases of any space within the Project a provision that each tenant must provide the Village with an irrevocable power of attorney letter addressed to, and in a form satisfactory to, the Illinois Department of Revenue authorizing the Illinois Department of Revenue to release all gross revenue and sales tax information to the Village relating to the premises leased by such tenant in the Project, which letter shall authorize such information to be released to the Village as long as such tenant or owner continues to operate or own a business on the Subject Property. Such letter shall be in the form attached hereto as **EXHIBIT C** or such other or additional forms as required from time to time by the Illinois Department of Revenue in order to release such information to the Village. Further, in the event the Developer sells or transfers any interest in any portion of the Subject Property (specifically including but not limited to the outlots), the Developer shall require, under the provisions of the contract of sale or transfer, the buyer to provide the Village with the same form power of attorney letter addressed to the Illinois Department of Revenue authorizing the release of the sales tax information. No business license and/or certificate of occupancy shall be issued by the Village to any tenant or owner in the Project until such power of attorney letter is

received by the Illinois Department of Revenue and approved by it for release of such information to the Village. At the request of the Developer and subject to any legal restrictions on distributing such information that are binding on the Village by any applicable law, the Village shall share with the Developer any sales tax information concerning the users of the Project that the Village receives from any source. The obligations set forth in this subparagraph shall apply only during the Term of this Agreement. It is agreed that the Village's obligation to distribute sales taxes pursuant to this Agreement is limited to those funds attributable to the Project and which are identified on or may be compiled from any return, list or break down from the Illinois Department of Revenue, or its successor or agent, or records supplied by Developer which are reasonably acceptable to the Village, of the sales taxes from each user of the Project, and the Village shall not be required to distribute the sales taxes for a user of the Project for a month until receipt of such user's return, list or break down (or such return, list or break down that contains such user's information) for such monthly sales taxes.

(e) Nothing in this Agreement shall be construed as an express or implied covenant by Developer to construct, open or operate a business on the Subject Property; provided, however, that if Developer shall not satisfy the conditions set forth in this Agreement, including without limitation those set forth in Paragraph 2, the Village shall have no obligation to make the payments set forth in Paragraph 3.

5. Representations and Warranties of the Developer. The Developer represents and warrants as follows:

(a) The Project requires economic assistance from the Village in order to complete the acquisition and construction of the Project in accordance with the approved

development plan, and, but for the economic assistance to be given by the Village as heretofore stated, the Project as contemplated would not be economically viable nor eligible for the financing necessary for its completion.

(b) At all times Developer shall comply with all applicable local zoning ordinances and regulations, and all building and fire code regulations, and all other applicable Village ordinances, resolutions and regulations.

(c) The Developer shall comply with all applicable laws, rules and regulations of the State of Illinois, County of Kane and the United States and all agencies thereof. This provision shall not preclude any challenge by Developer to the applicability or reasonableness of any law, rule or regulation.

(d) The Developer shall comply with all terms, provisions and conditions and shall not default or permit a default under this Agreement.

(e) The Developer is a individual qualified to conduct business in the State of Illinois. The Developer has the power to enter into this Agreement and carry out its obligations hereunder and is duly authorized to execute, deliver and perform all of the provisions of this Agreement. The Agreement is a legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms.

(f) The execution, delivery and performance of this Agreement by the Developer does not conflict with or result in a violation of the Developer's organizational documents or any judgment, order or decree of any court or arbiter or any contract to which the Developer is a party.

(g) The Developer shall construct and install the Site Improvements pursuant to the terms and conditions of this Agreement.

(h) The Developer has provided the legal description of the Subject Property set forth in this Agreement and that said legal description is accurate and correct.

6. Representations and Warranties of the Village. The Village represents and warrants as follows:

(a) The Village is a public body corporate and politic duly organized and existing under the laws of the State of Illinois. The Village has the power to enter into this Agreement and carry out its obligations hereunder and has duly authorized the execution, delivery and performance of this Agreement. This Agreement is a legal, valid and binding obligation of the Village, enforceable against the Village in accordance with its terms.

(b) The execution, delivery and performance of this Agreement by the Village does not conflict with or result in a violation of the Village's organizational documents or any judgment, order or decree of any court or arbiter or any contract to which the Village is a party.

(c) The Village shall comply with all terms, provisions and conditions and shall not default or permit a default under this Agreement.

(d) The Village has held all public meetings or hearings required by law in connection with the approval of this Agreement.

(e) The Village will reasonably cooperate with the Developer with regard to the construction and installation of the Site Improvements.

7. Defaults

(a) The occurrence of any one of the following shall constitute a default by the Village or the Developer under this Agreement:

(i) Failure to comply with any term, provision or condition of this Agreement; or

(ii) A representation or warranty of the Developer or the Village contained herein is not true and correct.

(b) In the event of any default under or violation of this Agreement, the party not in default or violation shall serve written notice upon the party or parties in default or violation, which notice shall be in writing and shall specify the particular violation or default. All parties hereto reserve the right to cure any violation of this Agreement or default by it hereunder within thirty (30) days from written notice of such default. If a non-monetary default under this Agreement cannot be reasonably cured within said thirty (30) days, then so long as the defaulting party has commenced such cure within the said thirty (30) day period and is proceeding diligently thereafter to cure such default, the time period within which the default must be cured shall be extended until the default has been cured. If the default has not been cured within the applicable grace period as hereinbefore provided, then an "Event of Default" shall have occurred under this Agreement.

(c) Upon an occurrence of an Event of Default by the Developer or the Village, as the case may be, as hereinabove set forth, the non-defaulting party may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance of any obligation, undertaking, covenant or agreement of

the defaulting party set forth in this Agreement. Either party may bring an action for specific performance for any Event of Default under this Agreement within six (6) months of the Event of Default or exercise any other remedy in equity. No default by either party hereto or any other party under the Annexation Agreement or any other agreement shall be a default by Developer or the Village under this Agreement.

(d) If an Event of Default occurs and a legal action is commenced to enforce the terms of this Agreement, each party shall pay its own attorneys' fees and costs.

8. Notices

All notices, demands and requests required pursuant to this Agreement shall be sufficiently given or delivered if it is the dispatched by registered or certified mail, postage pre-paid, return receipt requested or personally delivered as follows:

For the Village:

Village of Sugar Grove
10 S. Municipal Drive
Sugar Grove, Illinois 60554
Attention: Village Administrator and Village Clerk

With a copy to:

Mickey, Wilson, Weiler, Renzi & Andersson, P.C.
2111 Plum Street, Suite 201
Aurora, Illinois, 60506
Attention: Steven A. Andersson.

For the Developer:

Mark Driscoll,
DriBar Illinois, LLC,
796 TWIN ELMS DRIVE,
BATAVIA, IL, 60510

With a copy to:

Karrsten Goettel,
Ariano, Hardy, Ritt et al,
2000 McDonald Rd., Ste. 200,
South Elgin, IL 60177

or at such other addresses as the parties may indicate in writing to the other either by personal delivery or by certified or registered mail, return receipt requested, with proof of delivery thereof. Notice shall be deemed to be effective two (2) days after mailing registered or certified mail, postage pre-paid, return receipt requested or upon delivery if delivered personally.

9. Law Governing

This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

10. Time

Time is of the essence unless this Agreement and all time limits set forth are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the party excusing such timely performance.

11. Binding Effect

This Agreement shall inure to the benefit of and shall be binding upon the Village, the Developer, and their respective successors and assigns, subject however to the provisions of Paragraph 2(e) hereof.

12. Limitation of Liability

No recourse under or upon any obligation, covenant or agreement of this Agreement or for any claim based thereon or otherwise in respect thereof shall be had against (i) the Village in excess of any amount agreed by the Village to be paid to the Developer hereunder, subject to the terms and conditions herein, or (ii) the officers, agents and employees of the Village and no liability, right or claim at law or in equity shall attach to or shall be incurred by (i) the Village in excess of such amounts or (ii) the officers, agents and employees of the Village and all and any such rights or claims of the Developer against the Village in excess of the amounts as herein provided or against its officers, agents and employees are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. No recourse under or upon any obligation, covenant or agreement of this Agreement or for any claim based thereon or otherwise in respect thereof shall be had against the (i) Developer, in excess of its obligations to the Village hereunder, or (ii) directors, officers, agents and employees of Developer, and no liability, right or claim at law or in equity shall attach to or shall be incurred by the (i) Developer, in excess of its obligations hereunder or (ii) directors, officers, agents and employees of Developer, and all and any such rights or claims of the Village against the Developer, in excess of its obligations hereunder, or against its officers, agents and employees are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Developer.

13. No Waiver or Relinquishment of Right to Enforce Agreement

Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or

relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

14. Village Approval or Direction

Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.

15. Section Headings and Subheadings

All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

16. Authorization to Execute

The officers of the Developer who have executed this Agreement warrant that they have been lawfully authorized by the Developer to execute this Agreement on behalf of the Developer. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. The Developer and Village shall deliver, upon request, to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all articles of incorporation, bylaws, resolutions, partnership agreements, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective parties.

17. Amendment

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Developer and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

18. Counterparts

This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

19. Conflict Between the Text and Exhibits

In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement shall control and govern.

20. Severability

If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve the Village from performance under such invalid provision of this Agreement, provided, however, if the judgment or decree relieves the Village of all or any portion of its monetary obligations under Paragraph 3(b) of this Agreement, then the Developer will be relieved of all of its obligations under this

Agreement, including, without limitation, its obligation to construct the Site Improvements.

21. Definition of Village

When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.

22. Term of Agreement

This Agreement shall be in effect for a term commencing as of the date of this Agreement and terminating on the date that the last payment due the Developer pursuant to paragraph 3(b) hereof has been paid to Developer.

23. Execution of Agreement

This Agreement shall be signed last by the Village and the President (Mayor) of the Village shall affix the date on which he signs this Agreement on page 1 hereof which date shall be the effective date of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement as of the date and year first written above.

VILLAGE OF SUGAR GROVE, a
municipal corporation

ATTEST:

By: _____
Village Clerk

By: _____
Village President

DriBar Illinois, LLC,
an Illinois Limited Liability
Company

By: _____

Name: Mark Driscoll

Title: Manager

LIST OF EXHIBITS

EXHIBIT A	Legal Description
EXHIBIT B	Concept Plan
EXHIBIT C	Letter Format

Exhibit A

Legal Description

Lot 10 in Sugar Grove Center, in the Village of Sugar Grove, Kane County, Illinois, according to a plat thereof recorded February 4, 2005 as Document No. 2005K014439

Read this information first

Attach a copy of this form to each specific tax return or item of correspondence for which you are requesting power of attorney.
Do not send this form separately.

Step 1: Complete the following taxpayer information

<p>1 _____ Taxpayer's name</p> <p>2 _____ Taxpayer's identification number(s)</p>	<p>3 _____ Taxpayer's street address</p> <p>_____ City _____ State _____ ZIP</p>
---	--

Step 2: Complete the following information

4 The taxpayer named above appoints the following to represent him before the Illinois Department of Revenue.

Name	Name	Name
Name of firm	Name of firm	Name of firm
Street address	Street address	Street address
City _____ State _____ ZIP _____ ()	City _____ State _____ ZIP _____ ()	City _____ State _____ ZIP _____ ()
Daytime phone number	Daytime phone number	Daytime phone number
E-mail address	E-mail address	E-mail address
Specific tax type _____ Year or period _____	Specific tax type _____ Year or period _____	Specific tax type _____ Year or period _____

5 The attorneys-in-fact named above shall have, subject to revocation, full power and authority to perform any act that the principals can and may perform, including the authority to receive confidential information.

The attorneys-in-fact named above **do not** have the power to – *Check only the items below you do not wish to grant.*

- endorse or collect checks in payment of refunds.
- receive checks in payment of any refund of Illinois taxes, penalties, or interest.
- execute waivers (including offers of waivers) of restrictions on assessment or collection of deficiencies in tax and waivers of notice of disallowance of a claim for credit or refund.
- execute consents extending the statutory period for assessments or collection of taxes.
- delegate authority or substitute another representative.
- file a protest to a proposed assessment.
- execute offers in compromise or settlement of tax liability.
- represent the taxpayer before the department in all proceedings including hearings (requiring representation by an attorney) pertaining to matters specified above.
- obtain a private letter ruling on behalf of the taxpayer.
- perform other acts (explain) _____

6 This power of attorney revokes all prior powers of attorney on file with the department with respect to the same matters and years or periods covered by this form, except for the following:

Name	Name	Name
Street address	Street address	Street address
City _____ State _____ ZIP _____ ()	City _____ State _____ ZIP _____ ()	City _____ State _____ ZIP _____ ()
Daytime phone number	Daytime phone number	Daytime phone number
Date granted	Date granted	Date granted



7 Copies of notices and other written communications addressed to the taxpayer in proceedings involving the matters listed on the front of this form should be sent to the following:

_____ Name	_____ Name	_____ Name
_____ Street address	_____ Street address	_____ Street address
_____ City	_____ City	_____ City
_____ State	_____ State	_____ State
_____ ZIP	_____ ZIP	_____ ZIP
(_____)_____ Daytime phone number	(_____)_____ Daytime phone number	(_____)_____ Daytime phone number

Step 3: Taxpayer's signature

If signing as a corporate officer, partner, fiduciary, or individual on behalf of the taxpayer, I certify that I have the authority to execute this power of attorney on behalf of the taxpayer.

_____ Taxpayer's signature	_____ Title, if applicable	_____ Date
_____ Spouse's signature	_____ Title, if applicable	_____ Date
_____ If corporation or partnership, signature of officer or partner	_____ Title, if applicable	_____ Date

Step 4: Complete the following if the power of attorney is granted to an attorney, a certified public accountant, or an enrolled agent

I declare that I am **not** currently under suspension or disbarment and that I am

- a member in good standing of the bar of the highest court of the jurisdiction indicated below; or
- duly qualified to practice as a certified public accountant in the jurisdiction indicated below; or
- enrolled as an agent pursuant to the requirements of United States Treasury Department Circular Number 230.

_____ Designation (attorney, C.P.A., enrolled agent)	_____ Jurisdiction (state(s), etc.)	_____ Signature	_____ Date
_____ Designation (attorney, C.P.A., enrolled agent)	_____ Jurisdiction (state(s), etc.)	_____ Signature	_____ Date
_____ Designation (attorney, C.P.A., enrolled agent)	_____ Jurisdiction (state(s), etc.)	_____ Signature	_____ Date

Step 5: Complete the following if the power of attorney is granted to a person other than an attorney, a certified public accountant, or an enrolled agent

If the power of attorney is granted to a person other than an attorney, a certified public accountant, or an enrolled agent, this document must be witnessed or notarized below. Please check and complete one of the following.

Any person signing as or for the taxpayer

_____ is known to and this document is signed in the presence of the two disinterested witnesses whose signatures appear here.

_____ Signature of witness	_____ Date
_____ Signature of witness	_____ Date

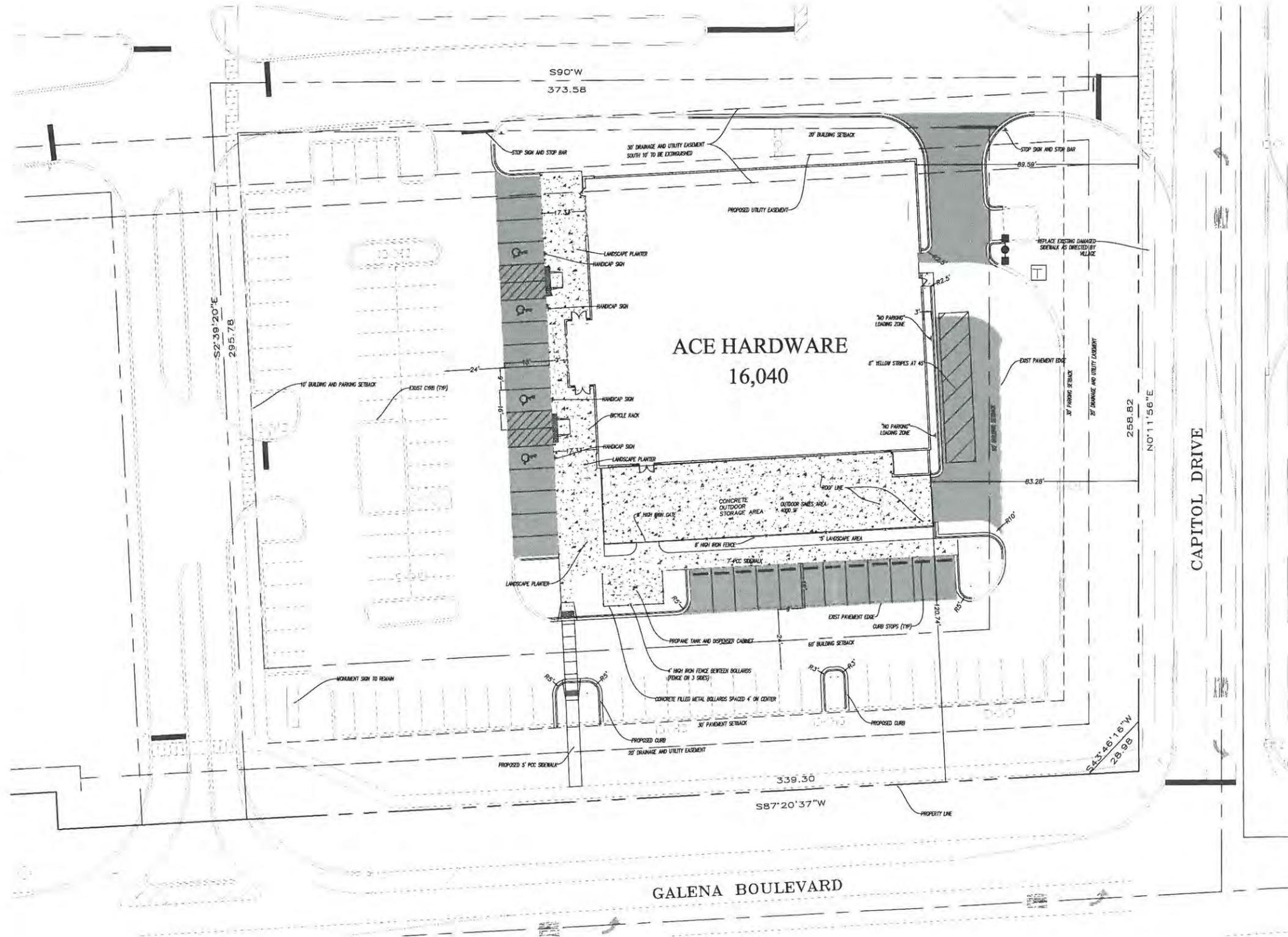
_____ appeared this day before a notary public and acknowledged this power of attorney as his or her voluntary act and deed.

_____ Signature of notary	_____ Date
------------------------------	---------------

Notary seal



Exhibit C



SITE ANALYSIS

SITE	
LOT	105,219 SF ±2.42 ACRES

SETBACKS

- FRONT SIDE BUILDING SETBACK (GALENA) - 60'
- REAR BUILDING SETBACK - (ACCESS DRIVE) 10'
- NORTH PROPERTY BUILDING SETBACK 20'
- SOUTH AND EAST PARKING SETBACK - 30'
- WEST PARKING SETBACK (DIVISION) - 10'

COVERAGE

MAXIMUM LOT COVERAGE - 71.6% Per Ordinance

	SQUARE FEET	ACRES	PERCENTAGE
BUILDING	16,040	±0.37	15.2%
PAVEMENT (INCLUDING SIDEWALK)	58,321	±1.34	55.4%
LANDSCAPING	29,870	±0.69	28.4%
TOTAL	105,217	±2.42	100.00%

PARKING

- MINIMUM REQUIRED PARKING FOR RETAIL:
1 SPACE PER 200 SQUARE FEET
- ACCESSIBLE PARKING REQUIREMENTS:
- 1 TO 25 PARKING SPACES, 1 ACCESSIBLE SPACE REQUIRED
 - 26 TO 50 PARKING SPACES, 2 ACCESSIBLE SPACES REQUIRED
 - 51 TO 75 PARKING SPACES, 3 ACCESSIBLE SPACES REQUIRED
 - 76 TO 100 PARKING SPACES, 4 ACCESSIBLE SPACES REQUIRED
- MINIMUM DRIVE AISLE WIDTH FOR 90 DEGREE PARKING: 24'
PARKING SPACE SIZE MINIMUM: 9' X 18'
ACCESSIBLE PARKING SPACE SIZE: 16' X 18'
- | | |
|-----------------------------|---|
| PARKING PROVIDED | 95 CARS |
| ACCESSIBLE PARKING PROVIDED | 4 CARS |
| TOTAL PARKING PROVIDED | 99 CARS |
| PARKING REQUIRED | 6.17 CARS/1000 SF (GLA)
100 CARS (PER ORDINANCE) |

SITE NOTES

- ALL CURB & GUTTER TO BE 6" HIGH CURB & GUTTER UNLESS OTHERWISE SPECIFIED. SEE DETAIL C7.3
- ALL DIMENSIONS ARE FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL CURB RAYS ARE FACE OF CURB UNLESS OTHERWISE NOTED.
- SEE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
- SIDEWALK AROUND BUILDING SHALL BE INTEGRAL WALK/CURB. BY CONTRACTOR SEE DETAIL C7.1. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS BEFORE START OF CONSTRUCTION. IF ANY DISCREPANCIES EXIST NOTIFY THE OWNER PRIOR TO STARTING CONSTRUCTION.
- BUILDING DIMENSIONS AND STAKING OF BUILDING MUST BE VERIFIED BY GENERAL CONTRACTOR WITH ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION.
- ALL PAVEMENT MARKINGS SHALL BE PAINTED WHITE 4" WIDE AND 2 COATS UNLESS OTHERWISE NOTED.
- COORDINATE LOCATION OF FIRE LINE AND "NO PARKING" SIGNS WITH CITY FIRE DEPARTMENT.
- REFER TO ARCHITECTURAL DRAWINGS FOR MONUMENT SIGN.
- ACCESSIBLE RAMPS SHALL BE INSTALLED AT ALL LOCATIONS WHERE A SIDEWALK ABUTS A DRIVE, CROSSWALK, OR OTHER PEDESTRIAN ACCESS LOCATION AS WELL AS ALL OTHER LOCATIONS NOTED ON PLANS.
- CONTRACTOR SHALL REPAIR ANY EXISTING PAVEMENT, CONCRETE, LANDSCAPING ETC. DAMAGED DURING CONSTRUCTION.
- THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE SITE ENGINEERING PLANS WITH THE ARCHITECTURAL PLANS FOR INTERFACE COMPATIBILITY. CONTACT THE ENGINEER IMMEDIATELY WITH ANY DISCREPANCIES.
- CONTRACTOR IS RESPONSIBLE FOR INSTALLING ACCESSIBLE RAMPS PER LATEST ILLINOIS ADA CODES.
- BASED UPON THE LATEST OPINION OF THE SURVEYOR, OF THE PROPERTY LINES, THE BUILDING AND PARKING LOT MAY NOT BE PARALLEL/PERPENDICULAR TO THE PROPERTY LINES.

LEGEND

PROPOSED CURB & GUTTER	
PROP. REV. CURB & GUTTER	
EXISTING CURB & GUTTER	
PROPERTY LINE	
SETBACK LINE	
PARKING LOT LIGHT (PRIVATE)	
STREET LIGHT (PUBLIC)	
PROPOSED PAVEMENT	
CONCRETE SIDEWALK	

REVISIONS		
NO.	DATE	DESCRIPTION
1	10-23-13	PER VILLAGE REVIEW

SITE PLAN

ACE HARDWARE
NWC GALENA AND CAPITOL
SUGAR GROVE, ILLINOIS

Craig R. Knoche & Associates
Civil Engineers, P.C.

DATE: 10-08-13
FILE: 13-043 C10
JOB NO: 13-043
SHEET NO: C1.1

MEMORANDUM

TO: President Michels and Board of Trustees

From: Pat Rollins, Chief of Police

Date: January 17, 2014

RE: Police Department Staff Report

Significant Police Events

- Multiple snow events and deep freeze – four reported accidents and over forty disabled vehicles keep Sugar Grove officers busy during the major two day event. Blowing snow and icy conditions made the roads treacherous as spin outs and wrecks tie up officers on calls for all three shifts.
- Residential Burglaries – Two residential burglaries occurred over the past two weeks. (one in Dugan Woods and the other on Gordon Rd.) Investigator Kurzawa is assigned to follow up on the two cases.
- Car Burglaries continue with residents leaving their vehicle doors unlocked where GPS devices and miscellaneous change being taken.
- An attempted Commercial Burglary occurred at Runway to Galloway by an offender trying to pry open the doors. This may be related to the Duffy Lane rooftop entry burglary as Runway to Galloway's time frame was similar to the Duffy Lane but reported to the police well after the damage was first observed by the occupant.

Training

- As of 01/17/13, Sergeant Fenili graduated from the ten week Northwestern University Center for Public Safety Staff and Command class. Congratulation go out to Sergeant Fenili for his achievement and dedicated perseverance over the past few months juggling class work, homework, and working his position.

Administrative

- Update: Chief's vehicle was dropped off for outfitting of equipment on January 3, 2014. The vehicle was picked up on January 13 and placed in service. All three purchased squads are fully operational now. The three squads that were replaced have been listed on E-Bay Motors for sale. These three for sale vehicles are parked in the front lot of the PD building advertising that they are being sold, in case someone driving by has an

interest. Individual closing bids are due at the end of business on Monday, January 20, 2014 on the three for sale squads.

- Sugar Grove participation continues with the regional intelligence sharing hosted by Aurora Police Department. Our residential burglaries were highlighted to the group and due to the rare and expensive guitar taken from the Gordon Rd residential burglary, local music shops and pawn shops are well aware of it being stolen.
- Chief Rollins Executive Training was postponed, due to Mother Nature. Flights at the airports were cancelled on the travel date. The National Center for Missing and Exploited Children's Executive Management training in Arlington, VA. (January 6-8, 2014 will be re-scheduled for a future class.
- Chief Rollins attended the quarterly Tri-Com Board of Director's meeting on January 8, 2014.
- Chief Rollins attended the graduation ceremonies for Sgt. Fenili's Staff and Command Class on January 17, 2014

Directed Patrols and Activity

- Daily police presence around the schools and bus stops continues.
- Daily police presence around the airport continues.

Upcoming Activities:

- Late January the Police Department will participate with John Shields Elementary School in a lock-down drill.

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