

<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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**February 4, 2014  
Board Meeting  
6:00 P.M.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Hearing:
  - a. Hannaford Farm Annexation Agreement Amendment Lot 28, 494 Willow Street
5. Appointments and Presentations
  - b. None
6. Public Comment on Items Scheduled for Action
7. Consent Agenda
  - a. Approval: Minutes of the January 21, 2014 Meeting
  - b. Approval: Vouchers
  - c. Proclamation: National Engineers Week
  - d. Ordinance: Authorizing Execution of an Annexation Agreement Amendment Lot 282, 494 Willow Street, Hannaford Farm
8. General Business
  - a. Resolution: Authorizing an Engineering Services Agreement for Dugan & Granart Intersection Improvements Phase II Engineering – TADI, \*STAR
  - b. Resolution: Authorizing an Engineering Services Agreement for Bliss / Wheeler & Rt. 47 Intersection Improvements Phase II Engineering – EEI, \*STAR
  - c. Resolution: Authorizing an Engineering Services Agreement for Dugan Road (north) LAFO Paving Project Construction Engineering – EEI, \*STAR
  - d. Ordinance: Variance For a Proposed Encroachment – Rear Yard Setback at 155 Meadows
  - e. Discussion: 2014 Zoning Map
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.

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** WALTER MAGDZIARZ, INTERIM COM. DEV. DIRECTOR  
MIKE FERENCAK, VILLAGE PLANNER  
**SUBJECT:** PUBLIC HEARING: HANNAFORD FARM ANNEXATION AGREEMENT  
AMENDMENT FOR LOT 28 (494 WILLOW STREET)  
**AGENDA:** FEBRUARY 4, 2014 REGULAR VILLAGE BOARD MEETING  
**DATE:** JANUARY 31, 2014

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**ISSUE**

Shall the Village Board hold a public hearing to consider an Annexation Agreement Amendment for Hannaford Farm Lot 28 (494 Willow Street).

**DISCUSSION**

The annexation agreement amendment is necessary in order to capture costs for certain public improvements in the incomplete subdivision.

**COSTS**

There are publication and Village Attorney costs associated with this project that the Village will pay for.

**RECOMMENDATION**

That President Michels open the public hearing to accept public comments on the annexation agreement amendment for Hannaford Farm Lot 28 and that the public hearing be subsequently closed.

**January 21, 2014  
Village of Sugar Grove  
Regular Board Meeting  
6:00 PM**

President Michels opened the meeting at 6:00 PM and asked that Trustee Bohler 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, Finance Director Chamberlin, Community Development Director Magdziarz, and Attorney Andersson.

**PUBLIC HEARINGS**

None.

**APPOINTMENTS AND PRESENTATIONS**

**Appointment AACVB Representative**

President Michels asked that the Board ratify the appointment of Trustee Rick Montalto as the Village' representative to the Aurora Area Convention and Tourism Bureau. Trustee Johnson **moved to ratify the appointment.** Trustee Bohler seconded the motion. President Michels called for a voice vote, all members in attendance voted Aye. Motion Carried

**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 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

Trustee Johnson **moved to approve the Consent Agenda.** Trustee Herron 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.

**GENERAL BUSINESS**

**Resolution Authorizing an Economic Development Agreement – ACE, STAR**

Trustee Geary **moved to approve a Resolution Authorizing an Economic Development Agreement – ACE, subject to attorney review.** Trustee Montalto seconded the motion. Administrator Eichelberger explained the details of the economic and inducement agreements. Hearing no questions President Michels called for a roll call vote.

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

Motion Carried.

**Resolution Authorizing an Inducement Agreement – ACE**

Trustee Geary **moved to approve a Resolution Authorizing an Inducement Agreement – ACE.** Trustee Johnson 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.

**NEW BUSINESS**

None

**REPORTS**

The Board again discussed the focus of the steering committee at Rich Harvest Farms for the International Crown Marketing and Promotion. All were in agreement that the Village is not in the business of promoting or marketing however there may be some opportunity to provide information about the Village during the event. The Village is not at this time in the position of putting funds into the event as was done at Solheim as there is this venue does lend itself to visiting with those who can or could spur economic development as was the hope at Solhiem (which did not occur). The areas business and chamber should be encourage to take advantage of the event to market themselves.

President Michels reason the Vision statement from the 2004 Land Use Plan and stated that while many items were completed the Village still has a lot to look forward to completing. The Board discussed reviewing the Plan along with other plans such as water/sewer and

transportation in the upcoming year. Quadrant planning was also discussed. Administrator Eichelberger stated that he and the dept. heads would also discuss planning and come up with a list of suggestions for the Board to consider.

Director of Public Works Speciale stated that the crews continue to fight the elelemtns and although salt is tight it is not yet critical.

President Michels stated that the APWA had awarded the Mallard Point Restoration Project As the environmental project of the year.

**PUBLIC COMMENTS**

None.

**AIRPORT REPORT**

Mr. Wolf, Airport Representative reported that Honda Jet has informed the City of Aurora that they will not be building at the Aurora Airport. The city is marketing property at the airport and hopes to expand the businesses located there. No decision has been made yet on a permanent director.

**Closed Session**

Trustee Bohler **moved to adjourn to closed session as per the exceptions to the open meeting act to discuss Personnel and Land Acquisition and not take action, adjourning there from.** Trustee Johnson 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.

**ADJOURNMENT**

Meeting was adjourned at 7:25 p.m.

Respectfully submitted, Cynthia L Galbreath, Clerk

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT MICHELS & BOARD OF TRUSTEES  
**FROM:** FINANCE DEPARTMENT  
**SUBJECT:** APPROVAL OF VOUCHERS  
**AGENDA:** FEBRUARY 4, 2014 BOARD MEETING  
**DATE:** JANUARY 31, 2014

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**ISSUE**

Approval of Vouchers

**DISCUSSION**

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

**COST**

Vouchers total \$451,560.37 and manual checks total \$36,977.39

**RECOMMENDATION**

Approval of vouchers totalling \$451,560.37 and ratification of manual checks totaling \$36,977.39.

DATE: 01/31/14  
TIME: 08:22:16  
ID: AP441000.WOW

VILLAGE OF SUGAR GROVE  
DETAIL BOARD REPORT

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INVOICES DUE ON/BEFORE 02/04/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
UNDEFINED							
						INVOICE TOTAL:	0.00
						VENDOR TOTAL:	0.00
00235 BONNELL INDUSTRIES INC							
0151120-IN	01/14/14	01	S&P/REPAIR PARTS TRK 203	01536617		02/04/14	284.95
		02	W&S/REPAIR PARTS TRK 202	50596617			284.95
		03	S&P/REPAIR PARTS TRK 207	01536617			563.94
						INVOICE TOTAL:	1,133.84
0151303-IN	01/16/14	01	S&P/REPAIR PARTS TRK 201	01536617		02/04/14	470.60
						INVOICE TOTAL:	470.60
						VENDOR TOTAL:	1,604.44
00031 CINTAS FIRE PROTECTION CORP							
9400067385	01/16/14	01	BM/10 MUNICIPAL 01-03 2014	01546406		02/04/14	285.00
						INVOICE TOTAL:	285.00
9400067386	01/16/14	01	BM/601 HEARTLAND 01-03 2014	01546406		02/04/14	142.50
		02	W&S/601 HEARTLAND 01-03 2014	50596406			142.50
						INVOICE TOTAL:	285.00
9400067387	01/16/14	01	W&S/WELL 10 02-04 2014	50596406		02/04/14	401.70
						INVOICE TOTAL:	401.70
9400067388	01/16/14	01	W&S/WELL 11 02-04 2014	50596406		02/04/14	216.00
						INVOICE TOTAL:	216.00
						VENDOR TOTAL:	1,187.70
00036 CONSTELLATION							
0013058711	01/15/14	01	S&P/2082154034 ENERG12/10-1/12	01536511		02/04/14	171.00
		02	S&P/2082154034 DELIV12/10-1/12	01536511			529.75
						INVOICE TOTAL:	700.75
						VENDOR TOTAL:	700.75

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
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C0317	CHIEF SUPPLY						
372457	01/07/14	01	POL/LOCKOUT KIT	01516603		02/04/14	188.12
						INVOICE TOTAL:	188.12
						VENDOR TOTAL:	188.12
C0377	CARGILL, INCORPORATED						
2901450713	12/16/13	01	S&P/BULK ROAD SALT 113.460 TON	01536615		02/04/14	6,298.16
						INVOICE TOTAL:	6,298.16
2901454268	12/17/13	01	S&P/BULK ROAD SALT 108.730 TON	01536615		02/04/14	6,035.61
						INVOICE TOTAL:	6,035.61
2901457561	12/18/13	01	BULK ROCK SALT 66.860 TON	01536615		02/04/14	3,711.40
						INVOICE TOTAL:	3,711.40
2901466005	12/21/13	01	BULK ROCK SALT 21.600 TONS	01536615		02/04/14	1,199.02
						INVOICE TOTAL:	1,199.02
2901468749	12/23/13	01	S&P/BULK ROCK SALT 88.950 TON	01536615		02/04/14	4,937.62
						INVOICE TOTAL:	4,937.62
2901470618	12/04/13	01	S&P/BULK ROCK SALT	01536615		02/04/14	16,099.57
						INVOICE TOTAL:	16,099.57
2901472901	12/26/13	01	S&P/BULK ROAD SALT 126.170 TON	01536615		02/04/14	7,003.70
						INVOICE TOTAL:	7,003.70
2901475769	12/27/13	01	S&P/BULK ROCK SALT 141.970	01536615		02/04/14	7,880.76
						INVOICE TOTAL:	7,880.76
2901482471	12/31/13	01	S&P/BULK ROCK SALT	01536615		02/04/14	18,092.37
						INVOICE TOTAL:	18,092.37
2901485967	01/02/14	01	S&P/BULK ROCK SALT	01536615		02/04/14	5,074.18
						INVOICE TOTAL:	5,074.18

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C0377	CARGILL, INCORPORATED						
2901489364	01/03/14	01	S&P/BULK ROAD SALT 46.480 TON	01536615		02/04/14	2,580.10
						INVOICE TOTAL:	2,580.10
2901490042	01/03/14	01	S&P/BULK ROAD SALT 48.340 TON	01536615		02/04/14	2,683.35
						INVOICE TOTAL:	2,683.35
2901490762	01/04/14	01	S&P/BULK ROAD SALT 119.620 TON	01536615		02/04/14	6,640.10
						INVOICE TOTAL:	6,640.10
2901500081	01/08/14	01	S&P/BULK ROAD SALT 70.550	01536615		02/04/14	3,916.24
						INVOICE TOTAL:	3,916.24
2901503023	01/09/14	01	S&P/BULK ROAD SALT 182.910 TON	01536615		02/04/14	10,153.34
						INVOICE TOTAL:	10,153.34
2901506913	01/10/14	01	S&P/BULK ROAD SALT 138.150 TON	01536615		02/04/14	7,668.71
						INVOICE TOTAL:	7,668.71
2901529752	01/22/14	01	S&P/BULK ROCK SALT 330.100TON	01536615		02/04/14	18,323.84
						INVOICE TOTAL:	18,323.84
2901533199	01/22/14	01	S&P/ BULK ROAD SALT 137.370TON	01536615		02/04/14	7,625.41
		02	S&P/ BULK ROAD SALT 194.690TON	01536615			10,807.24
						INVOICE TOTAL:	18,432.65
						VENDOR TOTAL:	146,730.72
C0394	CLAESSON JANITORIAL SERVICE						
5159	01/24/14	01	BM/JANITORIAL SERVICES	01546406		02/04/14	837.50
		02	W&S/JANITORIAL SERVICES	50596406			412.50
						INVOICE TOTAL:	1,250.00
						VENDOR TOTAL:	1,250.00
C8033	CROWN TROPHY						

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
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8033	CROWN TROPHY						
10969	01/20/14	01	BD/NAME PLATES CHAMBERLIN MAGD	01576504		02/04/14	24.00
						INVOICE TOTAL:	24.00
						VENDOR TOTAL:	24.00
00010	DU-TEK INC.						
317106	01/13/14	01	S&P/HOSES & COUPLINGS WHL LOAD	01536617		02/04/14	52.00
						INVOICE TOTAL:	52.00
603629	01/17/14	01	S&P/HOSES & COUPLINGS TRK 201	01536617		02/04/14	121.00
						INVOICE TOTAL:	121.00
						VENDOR TOTAL:	173.00
0635	FLEET SAFETY SUPPLY						
59435	01/20/14	01	W&S/VEHICLE REPAIR TRK 202	50596617		02/04/14	119.49
						INVOICE TOTAL:	119.49
						VENDOR TOTAL:	119.49
0656	FOX METRO WATER RECLAMATION						
021014	01/20/14	01	BM/10 MUNI SEWER	01546512		02/04/14	64.09
						INVOICE TOTAL:	64.09
021014A	01/20/14	02	BM/601 HEARTLAND SEWER	01546512		02/04/14	32.04
		03	W&S/601 HEARTLAND SEWER	50596512			32.05
						INVOICE TOTAL:	64.09
						VENDOR TOTAL:	128.18
0741	GRAINGER						
9343644663	01/20/14	01	W&S/SPACE HEATERS-WELL HOUSES	50606611		02/04/14	928.85
		02	W&S/SPACE HEATERS-LIFT STATION	50656611			928.85
						INVOICE TOTAL:	1,857.70
						VENDOR TOTAL:	1,857.70

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VILLAGE OF SUGAR GROVE  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 02/04/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM # DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
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10914	ILLINOIS DEPARTMENT OF					
01212014	01/21/14	01 POL/SCALES-INSPECTION	01516403		02/04/14	1,200.00
					INVOICE TOTAL:	1,200.00
					VENDOR TOTAL:	1,200.00
10943	ILLINOIS STATE TOLL					
G13555591	01/05/14	01 S&P/TRANSPONDER FEE	01536507		02/04/14	14.00
		02 W&S/TOLLS, TRANSPONDER FEE	50596507			36.75
		03 CD/TOLLS, TRANSPONDER FEE	01556507			15.10
		04 FIN/TOLLS, TRANSPONDER FEE	01566507			8.50
		05 W&S/TOLLS, TRANSPONDER FEE	50506507			8.50
					INVOICE TOTAL:	82.85
					VENDOR TOTAL:	82.85
10952	INTERNATIONAL INSTITUTE OF					
121213	12/12/13	01 BD/2014 DUES	01576208		02/04/14	145.00
					INVOICE TOTAL:	145.00
					VENDOR TOTAL:	145.00
10959	INTERGOVERNMENTAL RISK					
8970	12/18/13	01 ADM/ANNUAL CONTRIBUTION 2014	01506514		02/04/14	81,466.00
		02 W&S/ANNUAL CONTRIBUTION 2014	50506514			81,466.00
					INVOICE TOTAL:	162,932.00
					VENDOR TOTAL:	162,932.00
11003	J & S CONSTRUCTION					
2034064	01/08/14	01 W&S/WATER MAIN REPAIR-SUGAR LN	50606309		02/04/14	2,194.50
					INVOICE TOTAL:	2,194.50
					VENDOR TOTAL:	2,194.50
11012	JANCO SUPPLY INC					

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
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J1012	JANCO SUPPLY INC						
259377	01/16/14	01	BM/CUSTODIAL SUPPLIES (50%)	01546602		02/04/14	120.08
		02	W&S/CUSTODIAL SUPPLIES (50%)	50596602			120.07
						INVOICE TOTAL:	240.15
259568	01/17/14	01	BM/CUSTODIAL SUPPLIES (50%)	01546602		02/04/14	103.75
		02	W&S/CUSTODIAL SUPPLIES (50%)	50596602			103.75
						INVOICE TOTAL:	207.50
259632	01/23/14	01	BM/CUSTODIAL SUPPLIES (50%)	01546602		02/04/14	327.30
		02	W&S/CUSTODIAL SUPPLIES (50%)	50596602			327.30
						INVOICE TOTAL:	654.60
						VENDOR TOTAL:	1,102.25
J1057	JULIE INC						
2014-1470	01/10/14	01	W&S/2014 ANNUAL ASSESSMENT	50596312		02/04/14	2,436.39
						INVOICE TOTAL:	2,436.39
						VENDOR TOTAL:	2,436.39
K0017	KONICA MINOLTA PREMIER FINANCE						
245794854	01/24/04	01	ADM/COPIER LEASE FEB 14	01506402		02/04/14	239.30
		02	UB/COPIER LEASE FEB 14	50506402			79.75
		03	POL/COPIER LEASE FEB 14	01516402			180.95
		04	S&P/COPIER LEASE FEB 14	01536402			43.20
		05	BM/COPIER LEASE FEB 14	01546402			5.76
		06	CD/COPIER LEASE FEB 14	01556402			201.60
		07	W&S/COPIER LEASE FEB 14	50596402			37.44
						INVOICE TOTAL:	788.00
						VENDOR TOTAL:	788.00
K1107	KANE COUNTY CLERK						
011714	01/17/14	01	POL/NOTARY RECORDING FOR TB	01516603		02/04/14	10.00
						INVOICE TOTAL:	10.00
						VENDOR TOTAL:	10.00

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
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11321	KONICA MINOLTA BUSINESS						
227506885	01/14/14	01	S&P/COPIES THRU 1/14/14	01536403		02/04/14	13.14
		02	BM/COPIES THRU 1/14/14	01546403			0.05
		03	CD/COPIES THRU 1/14/14	01556403			42.21
		04	W&S/COPIES THRU 1/14/14	50596403			20.98
		05	PC/COPIES THRU 1/14/14	01576403			2.42
		06	EDC/COPIES THRU 1/14/14	01556403			1.25
		07	UB/COPIES THRU 1/14/14	50506403			4.10
						INVOICE TOTAL:	84.15
						VENDOR TOTAL:	84.15
11204	LAUTERBACH & AMEN, LLP						
4591	01/24/14	01	FIN/PRO SERVICES RON MOSER	01566302		02/04/14	3,360.00
		02	W&S/PRO SERVICES RON MOSER	50506302			3,360.00
						INVOICE TOTAL:	6,720.00
						VENDOR TOTAL:	6,720.00
10025	MUTUAL OF OMAHA						
FEBRUARY 14	01/21/14	01	ADM/LIFE INSURANCE-FEBRUARY 14	01506202		02/04/14	13.20
		02	POL/LIFE INSURANCE-FEBRUARY 14	01516202			96.00
		03	S&P/LIFE INSURANCE-FEBRUARY 14	01536202			24.80
		04	BM/LIFE INSURANCE-FEBRUARY 14	01546202			7.20
		05	CD/LIFE INSURANCE-FEBRUARY 14	01556202			16.00
		06	FIN/LIFE INSURANCE-FEBRUARY 14	01566202			4.00
		07	W&S/LIFE INSURANCE-FEBRUARY 14	50506202			6.80
		08	PW/LIFE INSURANCE-FEBRUARY 14	50596202			64.00
						INVOICE TOTAL:	232.00
						VENDOR TOTAL:	232.00
11316	MID AMERICAN WATER						
100523A	01/13/14	01	W&S/3 LOCATORS	50596500		02/04/14	2,850.00
						INVOICE TOTAL:	2,850.00
						VENDOR TOTAL:	2,850.00

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
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11387	MIDWEST OCCUPATIONAL HEALTH MS						
204881	01/09/14	01	PW/CONSORTIUM MGMT FEE 2014	50596306		02/04/14	150.00
		02	S&P/CONSORTIUM MGMT FEE 2014	01536306			65.00
		03	BM/CONSORTIUM MGMT FEE 2014	01546306			25.00
						INVOICE TOTAL:	240.00
						VENDOR TOTAL:	240.00
18017	WALTER MAGDZIARZ						
14002	01/20/14	01	CD/CONSULTING SERVICES	01556309		02/04/14	4,965.00
						INVOICE TOTAL:	4,965.00
						VENDOR TOTAL:	4,965.00
190280	NCPERS GROUP LIFE INSURANCE						
41660214	01/23/14	01	SUPPLEMENTAL LIFE INS -FEB 14	01002180		02/04/14	128.00
						INVOICE TOTAL:	128.00
77040214	01/23/14	01	SUPPLEMENTAL LIFE INS -FEB 14	01002180		02/04/14	16.00
						INVOICE TOTAL:	16.00
						VENDOR TOTAL:	144.00
11413	NEXTEL COMMUNICATIONS						
835451515-143	01/12/14	01	POL/NEXTEL 12/9-1/8	01516502		02/04/14	163.44
		02	S&P/NEXTEL 12/9-1/8	01536502			115.43
		03	BM/NEXTEL 12/9-1/8	01546502			54.48
		04	CD/NEXTEL 12/9-1/8	01556502			54.48
		05	FIN/NEXTEL 12/9-1/8	01566502			72.60
		06	W&S/NEXTEL 12/9-1/8	50506502			28.17
		07	PW/NEXTEL 12/9-1/8	50596502			285.34
		08	BD/NEXTEL 12/9-1/8	01576502			27.24
						INVOICE TOTAL:	801.18
						VENDOR TOTAL:	801.18
11415	NICOR GAS						

INVOICES DUE ON/BEFORE 02/04/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
01415	NICOR GAS						
020414	01/22/14	01	W&S/72-1000 8 WH4 12/20-1/22	50606510		02/04/14	23.06
						INVOICE TOTAL:	23.06
020414A	01/22/14	01	W&S/26-3518 8 LS7 12/20-1/22	50656510		02/04/14	26.53
						INVOICE TOTAL:	26.53
020414B	01/22/14	01	W&S/79-0000 3 WH7 12/20-1/22	50606510		02/04/14	162.79
						INVOICE TOTAL:	162.79
020414C	01/29/14	01	W&S/04-8248 7 LS9 12/20-1/22	50656510		02/04/14	80.46
						INVOICE TOTAL:	80.46
						VENDOR TOTAL:	292.84
00005	ORKIN INC.						
90621858	01/03/14	01	BM/VH MONTHLY SERVICE	01546406		02/04/14	65.60
						INVOICE TOTAL:	65.60
90621863	01/02/14	01	BM/PW MONTHLY SERVICE 50%	01546406		02/04/14	51.02
		02	W&S/PW MONTHLY SERVICE 50%	50596406			51.01
						INVOICE TOTAL:	102.03
						VENDOR TOTAL:	167.63
01520	THE OFFICE WORKS						
226335	10/11/13	01	ADM/TAX KITS/1099'S	01506613		02/04/14	15.44
		02	POL/TAX KITS/1099'S	01516613			15.44
		03	BRD/TAX KITS/1099'S	01576613			15.44
		04	FIN/TAX KITS/1099'S	01566504			15.44
		05	W&S/TAX KITS/1099'S	50506613			15.45
		06	PW/TAX KITS/1099'S	50596613			15.45
						INVOICE TOTAL:	92.66
229530I	01/14/14	01	POL/PUNCH/FOLDERS	01516613		02/04/14	38.48
						INVOICE TOTAL:	38.48

INVOICES DUE ON/BEFORE 02/04/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
01520	THE OFFICE WORKS						
229855I	01/22/14	01	POL/PAPER CLIPS/POST-ITS	01516613		02/04/14	15.28
						INVOICE TOTAL:	15.28
229860I	01/22/14	01	ADM/CALENDAR/FOLDER/BCARDS	01506613		02/04/14	21.11
		02	BRD/CALENDAR/FOLDER/BCARDS	01576613			21.11
		03	FIN/CALENDAR/FOLDER/BCARDS	01566504			21.11
		04	W&S/CALENDAR/FOLDER/BCARDS	50506613			21.12
		05	IT/FASTNER/15" STRAPS	50596613			4.99
						INVOICE TOTAL:	89.44
						VENDOR TOTAL:	235.86
00006	PADDOCK PUBLICATIONS INC						
651372030914	01/13/14	01	ADM/DAILY HERALD SUBSCRIP	01506608		02/04/14	25.00
						INVOICE TOTAL:	25.00
						VENDOR TOTAL:	25.00
00007	PRINCIPAL LIFE GROUP,						
FEB14	01/17/14	01	ADM/DENTAL INSURANCE FEB 14	01506201		02/04/14	277.96
		02	POL/DENTAL INSURANCE FEB 14	01516201			1,481.85
		03	S&P/DENTAL INSURANCE FEB 14	01536201			377.36
		04	BM/DENTAL INSURANCE FEB 14	01546201			117.55
		05	CD/DENTAL INSURANCE FEB 14	01556201			379.42
		06	FIN/DENTAL INSURANCE FEB 14	01566201			84.23
		07	W&S/DENTAL INSURANCE FEB 14	50506201			143.19
		08	PW/DENTAL INSURANCE FEB 14	50596201			705.85
		09	EMP/DENTAL INSURANCE FEB 14	01002180			88.93
						INVOICE TOTAL:	3,656.34
						VENDOR TOTAL:	3,656.34
00026	PROSAFETY INC						
2/771240	01/17/14	01	S&P/COATS & BIBS	01536209		02/04/14	157.50

INVOICES DUE ON/BEFORE 02/04/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
P0026	PROSAFETY INC						
2/771240	01/17/14	02	BM/COATS & BIBS	01546209		02/04/14	67.50
		03	W&S/COATS & BIBS	50596209			435.45
						INVOICE TOTAL:	660.45
						VENDOR TOTAL:	660.45
P0500	VICTOR E. PUSCAS, JR.						
109	01/10/14	01	POL/PRESIDE OVER VEHICLE SEIZ	01516301		02/04/14	350.00
						INVOICE TOTAL:	350.00
						VENDOR TOTAL:	350.00
R0001	RADCO COMMUNICATIONS, INC.						
79548	01/13/14	01	POL/EQUIPMENT FOR SQUAD 47	30517006		02/04/14	5,148.46
						INVOICE TOTAL:	5,148.46
79569	01/20/14	01	POL/SERVICE ON SQ 42, 50 & 46	01516403		02/04/14	189.00
						INVOICE TOTAL:	189.00
						VENDOR TOTAL:	5,337.46
R0023	RT REPAIRS						
9180	12/31/13	01	S&P/TRUCK REPAIRS TRK #13	50596407		02/04/14	1,877.41
						INVOICE TOTAL:	1,877.41
						VENDOR TOTAL:	1,877.41
R1813	RICH'S AUTO SERVICE						
01082014	01/08/14	01	POL/OIL/FILTER/SQUAD 41/45	01516407		02/04/14	102.80
						INVOICE TOTAL:	102.80
01202014	01/20/14	01	POL/OIL/FILTER/SQUAD 43	01516407		02/04/14	40.70
						INVOICE TOTAL:	40.70
01212014	01/21/14	01	POL/SPARE TIRE/SQUAD 50	01516407		02/04/14	38.00
						INVOICE TOTAL:	38.00

INVOICES DUE ON/BEFORE 02/04/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
R1813	RICH'S AUTO SERVICE						
01516407	01/22/14	01	POL/HEADLAMP/SQUAD 45	01516407		02/04/14	24.40
						INVOICE TOTAL:	24.40
						VENDOR TOTAL:	205.90
S1936	SICALCO, LTD						
61173	01/20/14	01	S&P/CALCIUM CHLORIDE 4642@.57	01536615		02/04/14	2,645.94
						INVOICE TOTAL:	2,645.94
						VENDOR TOTAL:	2,645.94
S1939	SPEER FINANCIAL, INC.						
D11/13-12	01/18/14	01	FIN/PROF SERVIC 2013 BOND REV	01566302		02/04/14	226.25
		02	W&S/PROF SERVIC 2013 BOND REV	50506302			226.25
						INVOICE TOTAL:	452.50
						VENDOR TOTAL:	452.50
S1991	SUGAR GROVE CHAMBER						
2014	01/07/14	01	BD/2014 MEMBERSHIP DUES	01576208		02/04/14	425.00
						INVOICE TOTAL:	425.00
						VENDOR TOTAL:	425.00
S2016	STATE TREASURER						
41141	01/17/14	01	S&P/30/MUNICIPAL 13 01-03 50%	01536405		02/04/14	609.90
		02	S&P/47/GALENA 13 01-03 25%	01536405			203.30
		03	S&P/47/BLISS 13 01-03 25%	01536405			304.95
		04	S&P/30/DUGAN (TEMP) 13 01-03	01536405			609.90
						INVOICE TOTAL:	1,728.05
						VENDOR TOTAL:	1,728.05
T0013	TRAFFIC ANALYSIS & DESIGN INC						
314-4435	12/31/13	01	S&P/ENGR SERVICES THRU 12/31/1	35536303		02/04/14	86,792.00
						INVOICE TOTAL:	86,792.00
						VENDOR TOTAL:	86,792.00

INVOICES DUE ON/BEFORE 02/04/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
2023	TESKA ASSOCIATES, INC.						
4474	10/17/13	01	CD/PROFESSIONAL SERVICES-MARKE	01556309		02/04/14	3,552.50
						INVOICE TOTAL:	3,552.50
						VENDOR TOTAL:	3,552.50
71610	VILLAGE OF SUGAR GROVE						
010714	01/07/14	01	CD/POSTAGE FOR FOIA-MF	01556501		02/04/14	7.45
						INVOICE TOTAL:	7.45
121213	12/12/13	01	BD/CHAMBER LUNCH-CIN, MAR, SEAN	01576208		02/04/14	45.00
						INVOICE TOTAL:	45.00
121913	12/19/13	01	W&S/KCWA-CL & BB	50596208		02/04/14	50.00
						INVOICE TOTAL:	50.00
						VENDOR TOTAL:	102.45
72232	VESCO REPROGRAPHIC						
R67302	01/15/14	01	CD/CROWN PROPERTY RECORDING CO	01556309		02/04/14	10.91
		02	CD/DENNY RD ESTATE RECORDING	01556309			4.09
						INVOICE TOTAL:	15.00
R67317	01/16/14	01	CD/WALNUT WOODS FOIA	01556309		02/04/14	63.54
						INVOICE TOTAL:	63.54
						VENDOR TOTAL:	78.54
72306	WATER SOLUTIONS						
34261	01/14/14	01	W&S/WSU118	50606607		02/04/14	1,994.40
		02	W&S/FUEL CHARGE	50606607			22.80
						INVOICE TOTAL:	2,017.20
						VENDOR TOTAL:	2,017.20
72515	YORKVILLE NAPA AUTO PARTS						

DATE: 01/31/14  
TIME: 08:22:16  
ID: AP441000.WOW

VILLAGE OF SUGAR GROVE  
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 02/04/2014

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
22515	YORKVILLE NAPA AUTO PARTS						
62606	12/27/13	01	W&S/SHOP SUPPLIES	50596617		02/04/14	32.94
		02	S&P/SHOP SUPPLIES	01536617			32.94
						INVOICE TOTAL:	65.88
						VENDOR TOTAL:	65.88
						TOTAL ALL INVOICES:	451,560.37

MANUAL CHECKS ISSUED 01/23/2014 THRU 01/31/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM # DESCRIPTION	ACCOUNT #	CHECK #	CHECK DATE	ITEM AMT
-----						
B0230	BLUE CROSS & BLUE SHIELD OF IL					
JANUARY-14	01/24/14	01 ADM/HEALTH INSURANCE	01506201	045414	01/24/14	2,361.81
		02 POL/HEALTH INSURANCE	01516201			13,990.93
		03 S&P/HEALTH INSURANCE	01536201			4,299.41
		04 BM/HEALTH INSURANCE	01546201			1,259.44
		05 CD/HEALTH INSURANCE	01556201			3,807.48
		06 FIN/HEALTH INSURANCE	01566201			715.70
		07 W&S/HEALTH INSURANCE	50506201			1,216.69
		08 PW/HEALTH INSURANCE	50596201			7,033.51
		09 EMP/HEALTH INSURANCE	01002180			1,042.42
					INVOICE TOTAL:	35,727.39
					VENDOR TOTAL:	35,727.39
C0394	CLAESSON JANITORIAL SERVICE					
5141	12/31/13	01 BM/JANITORIAL SERVICES	01546406	045415	01/30/14	837.50
		02 W&S/JANITORIAL SERVFCES	50596406			412.50
					INVOICE TOTAL:	1,250.00
					VENDOR TOTAL:	1,250.00
					TOTAL ALL INVOICES:	36,977.39



*Proclamation*

*National Engineers Week 2014*

*WHEREAS, engineers have used their scientific and technical knowledge and skills in creative and innovative ways to improve society's quality of life; and*

*WHEREAS, engineers face the major technological challenges of our time - from rebuilding towns devastated by natural disasters to revolutionizing our infrastructure and technical progress;*

*WHEREAS, engineers are encouraging our young math and science students to realize the practical power of their knowledge;*

*WHEREAS, we look more than ever to engineers and their knowledge and skills to meet the challenges of the twenty-first century;*

*NOW, THEREFORE, I, P. Sean Michels, as President of the Village of Sugar Grove, on behalf of its citizens and Village Officials, do hereby proclaim the week of February 16-22, 2014 to be National Engineers Week in all of Sugar Grove, Illinois.*

*Dated this 4<sup>th</sup> day of February of 2014.*

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*P. Sean Michels, Village President*

*Trustees:*

*Robert Bohler, Kevin Geary, Sean Herron*

*Mari Johnson, Rick Montalto, David Paluch*

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** WALTER MAGDZIARZ, INTERIM COM. DEV. DIRECTOR  
MIKE FERENCAK, VILLAGE PLANNER  
**SUBJECT:** ORDINANCE: HANNAFORD FARM ANNEXATION AGREEMENT  
AMENDMENT FOR LOT 28 (494 WILLOW STREET)  
**AGENDA:** FEBRUARY 4, 2014 REGULAR VILLAGE BOARD MEETING  
**DATE:** JANUARY 31, 2014

---

**ISSUE**

Shall the Village Board approve an Annexation Agreement Amendment for Hannaford Farm Lot 28 (494 Willow Street).

**DISCUSSION**

This item was not reviewed at a Committee of the Whole meeting.

The Hannaford Farm annexation agreement was approved on May 25, 2004. On March 20, 2007 the annexation agreement was amended for a requirement relating to improvement of the intersection of Bliss and Merrill Roads. The March 20, 2007 amendment also incorporated an October 3, 2006 amendment relating to architectural requirements that was approved by ordinance but not formally drafted at that date. And on September 16, 2008 the annexation agreement was amended for the funding mechanics of the Bliss and Merrill Road intersection, removing the permit limit prior to those improvements taking place, and deferring Capital Improvement Fees.

Due to the failure of the initial developer / owner of Hannaford Farm to complete the required public improvements and the failure of the bank backing the associated Letter of Credit to provide the funds needed to complete the public improvements, the responsibility to complete these improvements falls to the successor/s (individual lot owners).

In 2009, the Village determined that each successor lot owner would be required to pay a fee to cover their portion of the overall outstanding public improvement costs. This fee and associated changes to the annexation agreement are made a part of an annexation agreement amendment that needs to be processed for each lot. An amendment needs to be completed for each lot for issuance of a building permit.

Amendments approved to date:

May 18, 2010: Lot 104, 1011 Redbud Lane  
June 1, 2010: Lot 29, 1098 Chestnut Hill Lane  
June 15, 2010: Lot 35, 1014 Chestnut Hill Lane  
November 1, 2011: Lot 53, 1800 Hunters Ridge Lane  
January 7, 2014: Lot 62, 835 Wheatfield Avenue

Staff recommends approval of the annexation agreement amendment for Lot 28 (494 Willow Street).

## **ATTACHMENTS**

1. Ordinance Authorizing Execution of an Annexation Agreement Amendment
2. Irrevocable Offer / Annexation Agreement signed December 26, 2013

## **COSTS**

There are publication and Village Attorney costs associated with this project that the Village will pay for.

## **RECOMMENDATION**

That the Village Board approve an Ordinance Authorizing Execution of an Annexation Agreement Amendment for Hannaford Farm Lot 28 (494 Willow Street).



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

**ORDINANCE NO. 2014-0204**

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**AN ORDINANCE AUTHORIZING EXECUTION OF AN AMENDED ANNEXATION AGREEMENT FOR  
HANNAFORD FARM - LOT 28  
IN THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS  
(494 WILLOW STREET)**

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Adopted by the  
Board of Trustees and President  
of the Village of Sugar Grove  
this 4<sup>th</sup> day of February, 2014.

Published in Pamphlet Form  
by authority of the Board of Trustees  
of the Village of Sugar Grove, Kane County,  
Illinois, this 4<sup>th</sup> day of February, 2014.

**VILLAGE OF SUGAR GROVE**

**ORDINANCE NO. 2014-0204**

**AN ORDINANCE AUTHORIZING EXECUTION OF AN AMENDED ANNEXATION AGREEMENT FOR  
HANNAFORD FARM – LOT 28  
IN THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS  
(494 WILLOW STREET)**

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

**WHEREAS**, the Village of Sugar Grove is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and, pursuant to the powers granted to it under 65 ILCS 5/1-8 *et seq.*; and,

**WHEREAS**, Christopher D. and Christine E. Nelson have petitioned for an amendment to the Annexation Agreement for a portion of the Hannaford Farm development: Lot 28 in Hannaford Farm Subdivision Unit 1, 494 Willow Street, PIN 14-04-453-008; and,

**WHEREAS**, the corporate authorities of the Village have held a public hearing on the proposed amended agreement, similar in form and substance to the Agreement attached hereto, pursuant to notice by publication in a newspaper of general circulation in the Village being not less than 15 days nor more than 30 days prior to said public hearing; and,

**WHEREAS**, the corporate authorities have approved this Agreement; and,

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

**SECTION ONE: AMENDED ANNEXATION AGREEMENT**

That the Amended Annexation Agreement entered into by and between the VILLAGE OF SUGAR GROVE, an Illinois municipal corporation (the "VILLAGE"); and Christopher D. and Christine E. Nelson, (the "LOT OWNER" and/or "LOT DEVELOPER"); setting forth terms and conditions relating to the territory described in **Exhibit A** is hereby incorporated by reference in this ordinance as if fully set forth in the body hereof, a copy of which is attached hereto as **Exhibit B**. Said **Exhibit B** is hereby approved and the Village President and Clerk are hereby authorized to execute said amended agreement on behalf of the Village of Sugar Grove.

**SECTION TWO: RECORDING AND NOTICE**

The Village Clerk is hereby authorized to record this ordinance along with all exhibits in the Office of the Recorder of Kane County.

**SECTION THREE: GENERAL PROVISIONS**

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

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

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

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois this 4<sup>th</sup> day of February, 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

	<b>Aye</b>	<b>Nay</b>	<b>Absent</b>	<b>Abstain</b>
Trustee Robert E. Bohler	___	___	___	___
Trustee Kevin M. Geary	___	___	___	___
Trustee Sean Herron	___	___	___	___
Trustee Mari Johnson	___	___	___	___
Trustee Rick Montalto	___	___	___	___
Trustee David Paluch	___	___	___	___

**Exhibit A**

LOT 28 IN HANNAFORD FARM SUBDIVISION UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 14, 2004 AS DOCUMENT NO. 2004K159382, IN THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 494 WILLOW STREET, SUGAR GROVE, IL  
PIN: 14-04-453-008

**Exhibit B**

Amended Annexation Agreement on following pages.

IRREVOCABLE OFFER

DATE: DECEMBER 26, 2013

The undersigned, Christopher D. and Christine E. Nelson, has executed the Attached Amendment to Annexation Agreement for LOT 28 (Exhibit A) of the Hannaford Farms subdivision in the Village of Sugar Grove, Illinois. In consideration of the Village's willingness to accept payment of certain fees and issue a building permit prior to Exhibit A being formally approved by both parties, we hereby make our offer (evidenced by execution of the Exhibit A) to enter into the aforementioned Amendment irrevocable until the Village Board either formally accepts or formally denies our offer of the aforementioned Amendment.

Printed Names: Christopher D. and Christine E. Nelson

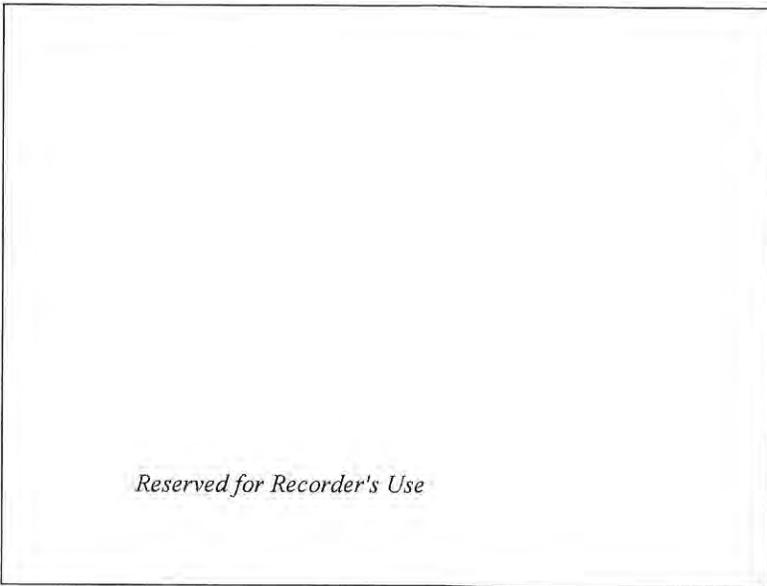
Signatures: Christopher Nelson / Christine E Nelson

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF KANE )

Prepared by:

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

Return to after recording:  
Village Clerk  
Village of Sugar Grove  
10 Municipal Drive  
Sugar Grove, IL 60554



**Lot by Lot Amendment to Annexation Agreement**

**(Hannaford Farm Subdivision Lot 28)**

This Amendment to Annexation Agreement (the "Amendment"), is made and entered into this 26th day of December, 2013, by and between the VILLAGE OF SUGAR GROVE, a municipal corporation (the "VILLAGE"); and Christopher D. and Christine E. Nelson owner of lot 28 as successor lot Developer and Owner of said lot (the "LOT OWNER" and/or "LOT DEVELOPER") individually referred to as "Party" and collectively referred to as "Parties."

**WITNESSETH**

**WHEREAS**, LOT OWNER owns fee simple interest to the property which is legally described in **Exhibit "AA"**, attached hereto, consisting of lot 28, (the "LOT"), and which was the subject of an Annexation Agreement recorded on July 8<sup>th</sup>, 2004 in Kane County as Document number 2004K090340 (and subsequently amended); and,

**WHEREAS**, it is the desire of LOT OWNER and/or LOT DEVELOPER to amend the annexation agreement for this portion of the original development (pursuant to Section 16A) only to address changes in circumstances since the time of the original agreement was passed; and,

**WHEREAS**, due to the failure of the initial developer and owner of the property to complete the required public improvements, and the failure of the financial institution backing the Letters of Credit to provide the funds needed to completed these same improvements it falls to the successor LOT DEVELOPER and/or LOT OWNER to complete said public improvements pursuant to Section 16A and 18 of the original Annexation Agreement for the Property; and,

**WHEREAS**, in consideration of the negotiations between the Parties, the Parties have agreed that if the LOT OWNER and/or LOT DEVELOPER complies with all obligations of the annexation

agreement and pays to the Village an additional impact fee (as noted herein) to address this LOT OWNER's obligations for the Public Improvements and related improvements and expenses of development, the Village will allow the LOT OWNER to develop this Lot.

**WHEREAS**, all notices required by law relating to amending the original annexation agreement of the Property to the VILLAGE have been given to the persons or entities entitled to such notice pursuant to the applicable provisions of the Illinois Compiled Statutes; and,

**WHEREAS**, the Corporate Authorities of the VILLAGE have duly affixed and completed the time for a public hearing on this Amendment and pursuant to legal notice have held (or will have held prior to execution) such hearing thereon all as required by the provisions of the Illinois Compiled Statutes; and,

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

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

1. **SECTION 24 CREATED.**

Section 24 is hereby created to read as follows:

Prior to this Amendment of the Annexation Agreement for this property, the LOT OWNER and/or LOT DEVELOPER was responsible for various improvements and related expenses listed on **Exhibit BB**. In lieu of completion of said items listed on **Exhibit BB**, the LOT OWNER and/or LOT DEVELOPER shall pay, at issuance of the building permit the amount of Sixteen thousand four hundred thirty-one dollars (\$16,431.00) (subject to the remainder of this paragraph and the next paragraph of this Section 24), which is in full and final satisfaction of this LOT's obligation for the items listed on **Exhibit BB**. LOT OWNER and/or LOT DEVELOPER shall otherwise comply with all remaining obligations of the Annexation Agreement and development ordinances of the Village. All remaining sections of the Annexation Agreement (and previous Amendments, if applicable to this LOT) shall remain in full force and effect. Said amount is actually \$9,000 less than the full amount due at the time of execution of this Amendment. The Parties hereto acknowledge that the VILLAGE is (at the time of execution of this Amendment) negotiating with a potential developer of the entire subdivision which will also lower said fee to \$16,431.00 for the lots subject to those negotiations. If those negotiations are successful, the parties hereto agree that LOT OWNER and/or LOT DEVELOPER was treated equally to the potential developer and that payment of Sixteen thousand four hundred thirty-one dollars (\$16,431.00) is a full and final satisfaction of this LOT's obligation for the items listed in **Exhibit BB**. However, should those negotiations fail to result in the potential developer paying said amount of \$16,431.00, but some higher amount (or no agreement is reached) LOT OWNER and/or LOT DEVELOPER will be required to pay the difference up to a maximum

additional sum of \$9,000.00 at the time of Certificate of Occupancy to achieve the total due of \$25,431.00 (or a lesser sum paid by the potential developer). If said negotiations are successful within the next 12 months after execution of this Amendment and you have paid \$25,431.00, LOT OWNER and/or LOT DEVELOPER will receive a refund of the difference between the amount paid of \$25,431.00 and the successful negotiated amount, which will be in full and final satisfaction of this LOT's obligation for the items listed in **Exhibit BB**. No interest will be due from the VILLAGE on any such refund.

Until payment of the \$16,431.00 is received, the above referenced fee may be changed by the VILLAGE at its discretion as to amount and timing by adoption of a motion or resolution by the Village Board of Trustees. Said adjusted fee shall be effective 30 days after passage of said motion or resolution. Should \$16,431.00 (or \$25,431.00 as the case may be) be paid prior to the passage of any adjusted fee, the adjusted fee will not be effective as to this LOT.

In addition, the Village shall file notice with the Kane County, Illinois recorder of deeds that the LOT's obligations have been satisfied and the property records reflect that the Village of Sugar Grove Notice of Breach of Annexation Agreement and Lis Pendens Notice (Exhibit DD) is no longer applicable.

2. **SECTION 25 CREATED.**

Section 25 is hereby created to read as follows:

The Parties acknowledge and agree that the terms and conditions of this Amendment, including the payment of new fees, have been reached through a process of good faith negotiation, both by Parties and through counsel, and represent terms and conditions that are deemed by the Parties to be fair, reasonable, acceptable and contractually binding upon each of them and not affecting any other lot or owner other than the LOT, LOT DEVELOPER and LOT OWNER herein and that the VILLAGE is free to negotiate additional amendments (with the same or different terms) with other lot owners without affecting in any way, the validity or enforceability of this Amendment and Agreement. Further this Amendment shall not be construed to benefit any third party, nor act as a release of any other owner, developer or surety's obligations under the original annexation agreement, any amendments thereto, the ordinances of the Village, the Letters of Credit previously posted, the liability of the issuing bank(s) or the FDIC in its action relative to said sureties.

By entering into this agreement, the LOT OWNER and/or LOT DEVELOPER (and its successors and assigns) hereby waives and releases any and all claims against the VILLAGE, its officers, agents, consultants, and assigns for any and all claims or damages of any type or character, including the costs of defending any such claims or damages, (including reasonable attorney's fees for attorneys to be chosen at the discretion of the VILLAGE) as a result of the actions of the VILLAGE in filing lis pendens and notices of breach, denial of building permits or other actions taken by the VILLAGE to insure the cure of the breach of the Annexation Agreement to the extent they arise out of the LOT.

2. **SECTION 26 CREATED.**

Section 26 is hereby created to read as follows:

The LOT OWNER and LOT DEVELOPER agree that prior to issuance of a building permit they shall execute and have recorded upon their LOT (and have their LOT subjected to said covenants) the covenants attached hereto as **Exhibit CC**.

3. **SECTION 27 CREATED.**

Section 27 is hereby created to read as follows:

The LOT OWNER/LOT DEVELOPER agree as condition of the issuance of the building permit and of this Amendment that LOT OWNER and/or LOT DEVELOPER shall install at its own expense, the required sidewalk and parkway tree requirements for the LOT in question. To the extent that said sidewalk and/or parkway tree already exist for said LOT, should the LOT OWNER and/or LOT DEVELOPER damage said sidewalk or parkway tree, it shall be responsible for repair and/or replacement of same. The LOT OWNER and/or LOT DEVELOPER agree as condition of the issuance of the building permit, and of this Amendment, that it shall also be responsible for insuring that the water service connections, sanitary service connections function to the Village standards (as determined by the Village Engineer) for said LOT and that the LOT OWNER and/or LOT DEVELOPER shall also be responsible for any and all parkway restoration for said LOT. LOT OWNER and/or LOT DEVELOPER shall at the time of issuance of the Building permit for said LOT, post a \$5,000.00 cash escrow for any damage to public improvements occurring during construction. Said escrow, if not used, shall be returned (without interest) to LOT OWNER and/or LOT DEVELOPER upon issuance of the final Certificate of Occupancy for said LOT.

4. **REMAINDER OF AGREEMENT UNAFFECTED; AMENDMENT INTEGRATED IN AGREEMENT, TERM.**

The Parties hereby agree and acknowledge that the remaining provisions of the original annexation agreement and previous amendments which are not referenced or amended by this Amendment shall remain in effect for the term of the Agreement. For purposes of construing the provisions of the Agreement, the Parties agree that this Amendment shall be fully integrated into the Agreement from and after its execution by the Parties. This Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns including, but not limited to, successor owner of record, successor developers, lessees and successor lessees, and upon any successor municipal authority of the VILLAGE and successor municipalities for a period of twenty (20) years from the later of the date of execution hereof and the date of adoption of the ordinances pursuant hereto.



STATE OF ILLINOIS            )  
  )  
COUNTY OF KANE            )       SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Chris Nelson, personally known to me to be the owner(s) of Lot 28 and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such they signed and delivered the said instrument as their free and voluntary act for the uses and purposes set forth.

Given under my hand and official seal, this 26<sup>th</sup> day of December, 2013.

Theresa L. Ferrario  
Notary Public



## LIST OF EXHIBITS

- |            |   |
|------------|---|
| Exhibit AA | Legal Description of Lot 28   |
| Exhibit BB | List of Public Improvements being addressed for this Lot only by payment of an additional fee |
| Exhibit CC | Covenants to be recorded against Lot  |

EXHIBIT AA

Legal Description

Lot 28 in Hannaford Farm Subdivision Unit 1, being a subdivision of part of the southeast quarter of Section 4 and the northeast quarter of Section 9, Township 38 north, Range 7 east of the third principal meridian. According to the plat thereof recorded December 14, 2004 as Document No. 2004K159382, in Kane County, Illinois.

Commonly known as: 494 Willow Street, Sugar Grove, PIN: 14-04-453-008

EXHIBIT BB

**Hannaford Farm**

The improvements include some grading to accommodate the overland flow route, sanitary sewer manhole repairs and adjustments, valve vault and fire hydrant repairs and adjustments, storm sewer and structure repairs, adjustments and installation, curb and gutter repairs, pavement patching and replacement as required, surface course installation on roadways of the internal subdivision and Denny Road, minor sidewalk repairs, signage repairs and replacement, streetlight repairs, landscaping, minor restoration within the right of way adjacent to common areas, bike path repairs, additional bike path installation and replacement along Wheatfield and Redbud, soil erosion control necessary to complete these improvements, record drawing preparation, and fees associated with engineering, attorney, and snowplowing for the Hannaford Farm subdivision.

EXHIBIT CC

Conditions Covenants and Restrictions (CCR's)  
recorded as document number 2011K026408  
in the Kane County Recorder's Office



January 27, 2014

Mr. Brent Eichelberger  
Village Administrator  
10 Municipal Drive  
Sugar Grove, Illinois 60554

RE: Phase II Engineering Services for Realignment of Granart Road (Revised)  
Sugar Grove, Illinois

Dear Brent:

TADI is pleased to submit this proposal for Phase II engineering and design services for the planned realignment of Granart Road at Dugan Road in Sugar Grove, Illinois. Under the proposed scope of work, TADI will prepare construction plans, specifications, and estimates for a realignment concept that bring Dugan Road, Granart Road, and Bucktail Lane together at a new roundabout intersection. A brief description of our understanding of this project and an itemized scope of work are provided herein.

## **PROJECT UNDERSTANDING**

Granart Road currently intersects Dugan Road approximately 300 feet south of U.S. Route 30. This existing "T" intersection is stop sign controlled on Granart Road and the south leg of Dugan Road. The Village of Sugar Grove (Client) intends to realign Granart Road to provide additional separation from the U.S. Route 30 at Dugan Road intersection and the adjacent Burlington Northern Santa Fe (BNSF) at-grade crossing. Both Granart Road and Dugan Road are classified as major collectors and under the jurisdiction of the Village.

TADI is currently under contract with the Village for services associated with an alternatives analysis for the realignment of Granart Road. The alternatives analysis, which is nearly complete, consists of the development of various scenarios for realigning Granart Road at Dugan Road, the associated improvements to Dugan Road, and the necessary provisions to maintain access to adjacent property. The preferred alternative is a roundabout intersection as depicted (in concept) in an exhibit dated December 3, 2013 (see Exhibit A). Slight variations to the geometry of the roundabout are being made currently but will not affect the scope of services included herein. Should another alternative become preferred, a supplemental agreement may be necessary.

In general, the scope of services for the Phase II engineering includes the preparation of construction contract documents for the realignment of Granart Road, the associated improvements to Dugan Road and the necessary provisions to maintain access to adjacent property. These services include, but are not limited to, the following: plat of highways and legal descriptions, geometric refinements, drainage analysis and design, contract documents, and letting/bidding assistance.



For the purposes of this agreement, TADI assumes that the project limits will remain south of the BNSF right-of-way (ROW) and, as a result, coordination with the railroad will not be required. TADI also assumes that the project limits will remain east of Duffin Drain and thus will not impact the channel, its floodplain, or the structure carrying Granart Road over the channel. Changes to these assumptions may require a supplemental agreement.

The engineering and construction for this project will be funded entirely by the Illinois Department of Transportation (IDOT) through the Village of Sugar Grove. Though IDOT funding is involved, TADI understands that IDOT oversight of the project through the Bureau of Local Roads (BLR) will not be required. Close coordination of the Phase II engineering with IDOT will be necessary to ensure compatibility with the adjacent improvement of U.S. Route 30 at Dugan Road, but the IDOT BLR policies and procedures pertaining to project development are not mandated. Design guidelines that will apply to this project include IDOT *Bureau of Local Roads and Streets Manual*, the IDOT *Drainage Manual*, the Kane County Stormwater Management Ordinance, and Sugar Grove Village Code.

## **SCOPE OF SERVICES**

### **Task A – Surveying**

Approximately seven (7) acres of permanent ROW will need to be acquired in order to accommodate the proposed improvements. In addition, title commitments associated with various easements that may be required will be prepared. TADI will provide the necessary platting and legal descriptions for the ROW acquisition and easement commitments.

#### **Task A.1 – Pick-up Survey**

Pick-up survey(s) will be performed, as necessary, to supplement the survey completed as part of the alternatives analysis. Portions of this will include areas of the AIS property which will be used to develop the requested drainage and construction easements.

#### **Task A.2 – Topographic Survey Drawing**

The topographic survey base drawing, completed during the alternatives analysis, will be updated to reflect additional information obtained in the pick-up survey(s). The resultant drawing will be in MicroStation V8i format with data processed in GEOPAK. A topographic survey plat is not assumed to be necessary and is not included in this agreement.

#### **Task A.3 – Monumentation of Alignment**

The proposed centerlines and alignments, as established on the final contract plans, will be monumented with MAG nails or 5/8-inch steel rebar at critical points (PC, PT, POT) as well as three (3) tie points with a capped rebar. This monumentation will be completed prior to construction.

#### **Task A.4 – Plat of Highways**

TADI will obtain the necessary information regarding boundaries and ROW to complete the project. TADI will coordinate with the Village in acquiring current title commitments for up to five (5) properties that may



be affected by land acquisition, along with supporting documents prior to completion of the survey. As required to complete the plat of highways, a boundary survey will be performed on up to five (5) parcels as described in Schedule A of the provided title commitments. The preliminary field work completed by TADI as part of the alternatives analysis will be utilized.

A legal description for each proposed ROW parcel and a plat of highways for the project's overall ROW acquisition will be prepared. These documents will be developed according to guidelines provided by IDOT's *Land Acquisition Manual* and Sugar Grove Village Code.

### **Task B – Geometric and Design Refinements (Roundabout)**

Per IDOT and Village recommendation, TADI will hire an experienced roundabout subconsultant to perform peer reviews and provide support in the development and refinement of the roundabout geometrics and design. TADI will coordinate subconsultant recommendations and make the necessary revisions to the geometrics, design, and contract documents. Subconsultant will provide 30, 60, and 90 percent design review services, which will include the following:

- Review of the roundabout traffic analyses.
- Review of truck turning movements within the roundabout.
- Review of the horizontal geometrics to verify sight distance and consistency with IDOT roundabout practices.
- Review of speed paths for maneuvers within the roundabout.
- Review of vertical alignment information for drainage, grade breaks, and curb grades.
- Review of the pavement marking plans.
- Review of the signing plans.
- Review of the landscaping plans.
- Written summary of the 30, 60 and 90 percent design reviews, including suggested refinements to the geometrics, design, and contract documents.

### **Task C – Drainage Analysis and Design**

#### **Task C.1 – Culvert Analysis**

The proposed alignment crosses a watershed that will require a culvert under the new road. The culvert hydrology will be done with HEC-1 and Stream Stats and then compared. The higher of the two (2) discharges will be used to determine the culvert size using HY-8. A narrative will be prepared along with a waterway information table. The culvert will be designed in accordance with the Kane County Stormwater Management Ordinance. It is assumed that compensatory storage will not be needed and, as a result, is not included in this agreement.

#### **Task C.2 – Inlet Spacing Calculations**

The proposed roadway will be drained with curb and gutter and will require inlets spaced to keep the water off the drive lane during the design storm event. The design criteria for the inlet spacing will be obtained and the inlets spaced in accordance with the ordinance.



### **Task C.3 – Ditch Design and Capacity Analysis**

Ditches are anticipated along the north side of Granart Road in order to keep the off-site area from draining onto the pavement. The tributary areas will be determined and the ditch slopes and volumes will be calculated to drain the off-site area. The ditches may need to be oversized for storage. This task includes designing the ditches in plan and cross-section views.

### **Task C.4 – Storm Sewer Sizing and Layout**

Storm sewers will be designed for their respective tributary areas in accordance with local ordinances. The storm sewers will outlet at the existing outlets as no diversions are anticipated. The design calculations for the storm sewers will be submitted to the Village for review and approval.

### **Task C.5 – Water Quality Analysis and Design**

Water quality basins will be provided in accordance with the ordinance. The water quality areas are anticipated to be included within the existing detention areas and the volume needed will be provided below the gravity outlet of the detention area.

### **Task C.6 – Detention Requirements**

Detention will be provided for the improvement in accordance with the Kane County Stormwater Management Ordinance. It is assumed that there will be six (6) restrictor calculations necessary. The required detention will be determined using the Kane County detention graph for the added impervious area. The detention calculations and criteria will be coordinated with Kane County and the Village of Sugar Grove.

## **Task D – Roadway Plans**

Roadway construction plans for the realignment of Granart Road and the associated improvements to Dugan Road, Duffy Lane and Bucktail Lane will be prepared. The roadway plans will be submitted to the Village for review and concurrence at the 60, 90 and 100percent milestones. The following will be provided as part of the roadway plans for this project:

Title	No. of Sheets
Cover Sheet	1
Index of Sheets / List of Highway Standards	1
General Notes	1
Summary of Quantities	2
Typical Sections	3
Schedule of Quantities	2
Pavement Schedule / Driveway Schedule *	1
Culvert and Storm Sewer Schedule *	1
Earthwork Schedule *	1
Pavement Marking / Sign Schedule *	1
Suggested Maintenance of Traffic Schedule *	1
Alignment, Ties and Benchmarks	2
Removal Plans	2
Plan and Profiles	5
Suggested Maintenance of Traffic Plans	7
Erosion Control Plans	2
Drainage Plan and Profiles	5
Intersection Pavement Elevation Plans	2
Pavement Marking and Signing Plans	3
Miscellaneous Details	5
Cross-Sections	16
<b>Total No. of Sheets (Roadway Plans)</b>	<b>64</b>

\* Item includes the tabulation and checking of all applicable pay items.

\*\* Cross-sections will be provided at 50-foot intervals, and at all intersecting roadways, driveways, and culverts.



Plans detailing the suggested construction phasing and maintenance of traffic will be key elements of the plan preparation process. While much of the improvement can be constructed without impact to the area traffic or the adjacent businesses due to the new alignment, key “tie-in” locations where the proposed alignment meets existing roadways will require careful planning and coordination with the Village and area stakeholders. TADI will work with these parties to develop a phasing plan that looks to minimize impacts by limiting the number and duration of closures, providing alternatives means of access, and efficiently staging the construction of the tie-ins.

## **Task E – Traffic Signal Plans**

It is understood that the Village and adjoining stakeholders are concerned about the potential impacts of excessive queuing from the US 30/Dugan Road intersection and/or the BNSF railroad crossing. As such, TADI will develop and design a queue management system, which will use vehicle detection and traffic signals to limit traffic flows into the roundabout from the west when queues develop that could impact circulation within the circulating roadway.

### **Task E.1 – Industry Review**

TADI will research existing roundabout queue management systems to determine key characteristics and operational considerations that should be incorporated into the system developed for this project. If possible, a system that can operate without interconnection to the US 30/Dugan Road signalized intersection and the BNSF at-grade railroad crossing will be developed. The results of this research will be shared with the Village and an ultimate strategy for queue management finalized.

### **Task E.2 – Field Inspections**

TADI will perform field inspections to determine the location of a power source to provide electrical energy for each traffic signal and will also contact the power company to confirm the service locations. These inspections will also verify existing conditions and take place prior to the start of the traffic signal design plan preparation.

### **Task E.3 – Traffic Signal Installation Plans**

TADI will develop and prepare plans for the traffic signal equipment needed to complete the recommended improvements. The plans will include the placement of traffic signal posts, traffic signal heads, conduits, handholes, and emergency vehicle preemption light detectors. An additional plan sheet will include the sequence of operation phase diagram, emergency vehicle preemption sequence phase diagram, cable plan, chart of energy requirements, legends, and schedule of quantities. These plans will conform to the *Manual on Uniform Traffic Control Devices* and standards held by IDOT and the Village.

### **Task E.4 - Standard Drawings/Quantities/Specifications**

TADI will incorporate typical IDOT Highway Standards and traffic signal design standards into the construction plan sheets. TADI will perform QA/QC to ensure consistency between the traffic signal and roadway plan sheets. A separate Summary of Quantities, Specifications, and Special Provisions will be provided for traffic signal specific items.



## **Task F – Landscape Architecture Design and Plans**

At least two (2) landscaping concepts will be developed for the roundabout island and raised median areas. TADI will work the Village and other Client-specified stakeholders to finalize one (1) design concept that creates a distinct project image. The resultant landscape plans will be submitted to the Village for concurrence at design stages of 90 and 100 percent and will consist of the following:

### **Task F.1 – 90 Percent Pre-Final Plans**

Based on the pre-final (90 percent) roadway plans and the final landscape design concept, landscape plans for submittal at the 90 percent design stage will be prepared. These will include any landscape specifications required by Village ordinance. One (1) round of minor revisions is also included. Plans at this stage will include specific locations and exact quantities of plant material. Each proposed plant shall be identified as to botanical and common name, size, and installation condition. Planting details and general notes will be provided during this phase. The landscape plans and specifications will specifically address both the median on Granart Road and the center island area within the roundabout.

TADI will prepare an Engineer's Opinion of Probable Cost (EOPC) for the work associated with the proposed landscape plans at this design stage.

### **Task F.2 – 100 Percent Design Plans**

Based upon any comments received during the 90 percent design stage review process, the landscape plans will be revised for submittal at the 100 percent design stage. One (1) final round of minor revisions is included. Plans at this stage will consist of final construction documents and include planting details and specifications. The construction documents will establish size, shape, dimensions, and capacity of the work. Written specifications will complement the drawings and describe the materials, systems and equipment, workmanship, quality, and performance criteria for the construction of the work. An updated EOPC for the work associated with the proposed landscape plans will be provided at this design stage.

## **Task G – Lighting Plans**

TADI will develop an electrical design and prepare lighting plans and specifications for the project. TADI will also coordinate to confirm that the lighting design, plans and specifications are compatible with those developed for the roadway, traffic signal, and landscaping plans. Note that this agreement contemplates a one-sided lighting configuration. A two-sided configuration, if desired, can be provided but may require a supplement to this agreement.

### **Task G.1 – Data Collection and Review**

TADI will collect and review data pertinent to the lighting design. This effort will include two (2) field checks and a review of any available as-built plan information and local lighting design standards and/or ordinances.

### **Task G.2 – Roadway Lighting Concept Study Report**

A lighting concept report will be developed, which will include a design narrative discussing an alternative roadway lighting analysis, fixture selection, interface with adjacent roadway segments, and the final roadway lighting design recommendation. The report will also include:

- Conceptual lighting and voltage drop calculations
- Conceptual roadway lighting layout
- Conceptual cost estimate

### **Task G.3 – Final Roadway Lighting Design**

Design and contract plans for the permanent roadway lighting system within project limits will be developed. The final roadway lighting design will consist of the following:

- Design of the proposed roadway lighting, which includes final photometric and voltage drop calculations, proposed lighting plans, wiring plans and electrical details
- Special provisions
- Summary of pay items and quantities
- Estimate of cost

One (1) coordination meeting with ComEd at the project site is anticipated prior to finalizing the roadway lighting design plans.

## **Task H – Specifications and Estimates**

### **Task H.1 – Pavement Design**

Three (3) pavement designs will be developed as part of this project in accordance with the IDOT BLR Manual. Specific pavement designs will be performed for Granart Road, Dugan Road, and Duffy Lane.

### **Task H.2 – Specifications**

The following specifications (as applicable) will be prepared for inclusion in the contract documents:

- Supplemental Specifications and Recurring Special Provisions
- Project Specific Special Provisions (including those required by the Village)
- BLR Special Provisions
- BDE Special Provisions

### **Task H.3 – Storm Water Management**

A Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) will be prepared in order to comply with the requirements of the National Pollutant Discharge Elimination System (NPDES) established by the Illinois Environmental Protection Agency (IEPA). The SWPPP and NOI will be included with the specifications.



#### **Task H.4 – Comprehensive Estimate of Probably Costs**

A comprehensive EOPC for the project, including costs associated with the drainage, roadway, traffic signals, landscaping, and lighting, will be compiled and submitted to the Village for review and approval at the 90 and 100 percent milestones.

#### **Task H.5 – Estimate of Construction Time**

An Estimate of Time (EOT) needed for construction of the proposed improvements will be prepared and submitted to the Village for review and approval at the 90 and 100 percent milestones.

#### **Task I – Letting and Bidding Assistance**

TADI will assist the Village in advertising for bids and awarding a construction contract for the proposed improvement. The following tasks are envisioned as part of the letting and bidding assistance on this project:

##### **Task I.1 – Bid Package Preparation**

A project bid package, including all forms necessary for obtaining contractor proposals, will be prepared and submitted to the Village for review and comment. For the purposes of this agreement, it is assumed that TADI will need to furnish 20 copies of the final bid package and contract plans to the Village for distribution to interested contractors.

##### **Task I.2 – Advertisement**

TADI will develop an advertisement for bids and submit to the Village for review and approval. TADI will coordinate the publishing of the advertisement in the local newspaper.

##### **Task I.3 – Letting Assistance**

TADI will attend the letting (assumed to be held locally) and will also be available to answer contractor questions prior to the letting as directed by the Village.

##### **Task I.4 – Bidder Recommendation**

TADI will review all contractor proposals for compliance with the bidding requirements and make a recommendation to the Village based on the lowest qualified bidder.

#### **Task J – Meetings and Coordination**

Given the time-sensitive nature of this project, TADI anticipates the need for significant coordination and communication throughout the plan development process. To facilitate this, TADI envisions that up to ten (10) project meetings may be required. This also includes meeting preparation, the composition of meeting minutes for distribution to meeting attendees, and travel time to and from the meetings themselves. It is also anticipated that up to ten (10) field checks may also be required to verify field recorded data, observe existing conditions, or resolve project-related issues. Additional meetings and/or field checks beyond those outlined above may require a supplemental agreement.



TADI will conduct general coordination throughout the duration of the project with the Village, IDOT, and any utility companies having existing facilities conflicting with the proposed improvements. This includes, but is not limited to, letters, telephone conversations, e-mail correspondence, and filing of information.

### **Task K – Project Administration**

TADI will conduct general project administration throughout the duration of the project, including management and oversight of the project team; review of the project execution; document control; scope, schedule, and budget monitoring; billing and invoicing; contract file management; and preparation of monthly progress reports.

### **PROJECT DELIVERABLES**

The following deliverables will be generated for this project and are included in this agreement:

- Stormwater Narrative and Calculations
- Plat of Highways and Legal Descriptions
- Roadway Plans
- Traffic Signal Plans
- Landscape Plans
- Lighting Plans and Report
- Specifications (including SWPPP and NOI)
- EOPC
- EOT
- Bid Package and Advertisement

### **SCHEDULE**

This agreement is based upon an assumed project duration of approximately six (6) months, which is to begin with TADI's receipt of written Notice to Proceed from the Client. Adherence to this project schedule requires timely attention from TADI, the Client, and IDOT alike. TADI shall not be held responsible for schedule delays resulting from changes in the scope of the project requested by the Client or by IDOT or other causes beyond its control.



## PROJECT EXCLUSIONS

The following items are not included as part of this agreement:

- Topographic Survey Plat
- ROW Negotiation and/or Acquisition Services
- Environmental Studies (wetlands, special waste, air quality, noise, etc.)
- Mitigation and/or Permitting (for wetland, special waste, or floodplain impacts)
- Water Main Design and/or Plans
- Sanitary Sewer Design and/or Plans
- Construction Layout and/or Construction Observation.

Supplemental services not included in the agreement, if desired, can be provided by TADI under an amendment to the existing contract.

## SERVICES BY OTHERS

TADI shall retain such additional subcontractors as it deems necessary to fulfill the requirements of this Agreement's scope without additional compensation. Should TADI be required to hire a subcontractor to address items not in the current scope, a supplement to this agreement will be required.

## COMPENSATION

For the services outlined above in the *Scope of Services*, the Client shall pay a lump sum fee of Three Hundred Ninety-Seven Thousand Six Hundred Dollars (\$397,600). These fees include all labor and direct expenses related to the work items described herein. Additional work, not specifically included in the project scope, will be performed upon the Client's approval and will be charged on a time and materials basis according to then-applicable hourly rates.

Invoices for the Services will be sent to the Client monthly. All services not cited in the Scope of Services will be conducted as additional services under an amendment to this Agreement.

TADI is aware that IDOT has provided the Client with a \$600,000 payment for consulting services with the substantial remainder of the \$4,000,000 project grant to be paid upon selection of a contractor for construction. Due to the unique nature of the design proposed, and the associated public involvement and coordination required, consulting fees for this proposal and the prior phase of the project will exceed \$600,000. As such, TADI understands that the final \$26,000 associated with the currently proposed Phase II services will not be charged to the Client until a contractor has been selected and IDOT has provided the next phase of payment. Should the project not move forward to construction due to circumstances beyond the Client's control, TADI understands that payment will not be made on the final \$26,000 unless IDOT releases funds specifically for this final Phase II invoice.

Note that per discussions with Village staff, it is understood that the Village intends to retain TADI to perform Phase III Construction Engineering Services following the selection of a contractor. Should the Village chose not to retain TADI to perform this work, any Village-requested assistance (including interpretation of the



contract documents) will be performed on a time-and-materials basis according to then-applicable hourly rates.

The Village of Sugar Grove may terminate this agreement at any time upon written notice to TADI, provided that the Village shall make payment (on a pro-rata basis) for all services rendered until the termination date.

## RECORDS

TADI agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the Village. TADI agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the Village. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act or if already previously disclosed by a third party. Upon termination of this agreement, TADI agrees to return all such materials to the Village. TADI acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the Village to produce certain records that may be in the possession of TADI. TADI shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if TADI was, in fact, the Village). TADI shall review its records promptly and produce to the Village within two (2) business days of contact from the Village the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, TADI may request the Village to extend the time do so, and the Village will, if time and a basis for extension under the Act permits, consider such extensions.

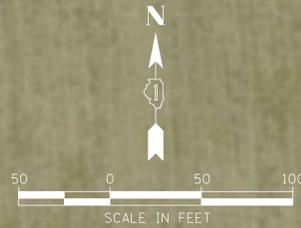
If the proposal is acceptable, please sign and return one copy of the attached agreement for our records. Thank you for the opportunity to continue to work with you on this challenging project.

Sincerely,

TADI

A handwritten signature in blue ink, appearing to read 'Tim Sjogren', written over a light blue horizontal line.

Timothy Sjogren, P.E., PTOE  
Senior Transportation Engineer



LEGEND				
	EXISTING ROW			
	EXISTING EASEMENT			
	EXISTING UTILITY EASEMENT			
	PROPOSED ROW (WHITE)			

HRGreen.com  
 Illinois Professional Design Firm  
 #184-001322

USER NAME = rbest  
 FILE NAME = 285\_exh\_Alt3\_Color.dgn  
 PLOT SCALE = 1:50  
 PLOT DATE = 12/3/2013

DESIGNED -  
 DRAWN -  
 CHECKED -  
 DATE -

REVISED -  
 REVISED -  
 REVISED -  
 REVISED -

**STATE OF ILLINOIS**  
**DEPARTMENT OF TRANSPORTATION**

**GRANART ROAD AND DUGAN ROAD**  
**ROUNDBOUT**

SCALE: 1:50 SHEET NO. OF SHEETS STA. TO STA.

F.A.U. RTE.	SECTION NO.	COUNTY	TOTAL SHEETS	SHEET NO.
		KANE	1	1
CONTRACT NO.				
FED. ROAD DIST. NO. ILLINOIS FED. AID PROJECT				



**AGREEMENT FOR ENGINEERING SERVICES**

THIS AGREEMENT is entered into between the **Village of Sugar Grove** (Client) and **TADI** (Engineer), based upon Phase II engineering services being provided for the proposed realignment of Granart Road at Dugan Road in Sugar Grove, Illinois, (the Project) and Client’s request that Engineer perform certain traffic engineering services in connection with the Project (the Services).

1. Engineer shall provide the Services described in “Scope of Services”, according to “Schedule”.
2. Client shall pay Engineer in accordance with “Compensation”. Invoices for additional work shall be due and payable upon receipt. Invoice amounts not paid within 30 days shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal.
3. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
4. Engineer shall not be liable to Client for any consequential damages resulting in any way from the performance of the Services. To the fullest extent permitted by law, Engineer's liability under this Agreement shall not exceed Engineer's total compensation actually received under this Agreement.
5. Engineer and Client waive all rights against each other for damages covered by property insurance during and after the completion of the Services.
6. Notwithstanding anything to the contrary in any Attachments hereto, Engineer has no responsibility for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to Client or to comply with federal, state, or local laws, regulations, and codes.
7. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's cost estimates or that

actual schedules will not vary from Engineer's projected schedules.

8. This Agreement may be terminated upon written notice at Client’s convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. Engineer shall terminate performance of Services on a schedule acceptable to Client, and Client shall pay Engineer for all Services performed and reasonable termination expenses. Paragraphs 4 and 5 shall survive any termination or completion of this Agreement.
9. All documents prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. Any use except for the specific purpose intended by this Agreement will be at the user’s sole risk and without liability or legal exposure to Engineer. Engineer shall retain its ownership in its data bases, computer software, and other proprietary property.
10. The Services provided for in this Agreement are for the sole use and benefit of Client and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Engineer.
11. Any notice required by this Agreement shall be made in writing to the individuals specified below:

**Client:**

Village of Sugar Grove  
10 Municipal Drive  
Sugar Grove, Illinois 60554  
**Attn:** Mr. Brent Eichelberger

**Engineer:**

TADI  
233 South Wacker Drive, Suite 8400  
Chicago, Illinois 60606  
**Attn:** Mr. Timothy Sjogren, P.E., PTOE

IN WITNESS WHEREOF, Client and Engineer have executed this Agreement, dated January 27, 2014.

**CLIENT**

**Village of Sugar Grove**

By \_\_\_\_\_

Title           Village President          

Date           February 4, 2014          

**ENGINEER**

**TADI**

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

          John A. Bieberitz, P.E., PTOE          

Date           January 27, 2014



**RESOLUTION NO. 20140204PW1**

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

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH TADI FOR PHASE II ENGINEERING SERVICES RELATED TO THE DUGAN ROAD / GRANART ROAD INTERSECTION IMPROVEMENT PROJECT**

**WHEREAS**, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to engage the services of TADI to provide Phase II professional design engineering services for the Dugan Road / Granart Road Intersection Improvement Project, and to execute the attached agreement;

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

That attached hereto and incorporated herein by reference as Exhibit A is an agreement between TADI and the Village of Sugar Grove for Phase II professional design engineering services for the Dugan Road / Granart Road Intersection Improvement Project. The President and Clerk are hereby authorized to execute said agreement on behalf of the Village and to take such further actions as are necessary to fulfill the terms of said agreement.

Passed by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, at a regular meeting thereof held on the 4<sup>th</sup> day of February , 2014.

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

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

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

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** TONY SPECIALE, DIRECTOR OF PUBLIC WORKS  
GEOFF PAYTON, STREETS & PROPERTIES SUPERVISOR  
**SUBJECT:** RESOLUTION: AUTHORIZING A PHASE II ENGINEERING  
AGREEMENT WITH TADI FOR THE DUGAN ROAD / GRANART ROAD  
INTERSECTION IMPROVEMENT PROJECT  
**AGENDA:** FEBRUARY 4, 2014 REGULAR BOARD MEETING  
**DATE:** JANUARY 31, 2014

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**ISSUE**

Should the Village Board approve a resolution with TADI for Phase II engineering services related to the Dugan Road / Granart Road Intersection Improvement Project.

**DISCUSSION**

The Village, in cooperation with IDOT, is proposing to improve the Dugan Road / Granart Road intersection in an effort to facilitate a free flow of traffic and increase safety for the motoring public. The Village is intending to realign Granart Road to provide greater spacing from the intersection of US 30 and the BNSF at grade crossing along with facilitating increased storage capacity by improving geometrics and intersection controls.

TADI has prepared a proposal to provide professional engineering services to cover Phase II design engineering for the Dugan Road / Granart Road Intersection Improvement Project. The proposal includes providing the following services:

1. Coordination with IDOT
2. Plat development
3. Legal descriptions
4. Geometric refinements
5. Drainage analysis and design
6. Construction contract documents
7. Letting and bidding assistance

The following is a list of items NOT included under this agreement, but may be necessary to complete the project. Any of these items would be negotiated under a separate or supplemental agreement should they become necessary:

1. Topographic survey
2. ROW Negotiations / acquisition services
3. Environmental studies (wetland / special waste / floodplain / etc.)
4. Mitigation or permitting for any of the above referenced
5. Water main / sanitary sewer design
6. Construction layout or observation

TADI estimates a schedule of six (6) months to complete the necessary engineering for a Lump Sum Fee of \$397,600.00. The total cost of Phase I and Phase II engineering currently exceed the \$600,000.00 payment already released by IDOT by \$26,000.00; however, TADI has agreed to not bill the additional \$26,000.00 until after a contractor has been selected and IDOT has released payment for the next phase of the project.

### **COST**

The total cost for the Professional Engineering Services Agreement is \$397,600.00. This project is unbudgeted for Fiscal Year 13-14; however, IDOT has agreed to fund the project 100% in an amount not to exceed \$4,000,000.00 for Engineering and Construction. A payment of \$600,000.00 has already been release by IDOT. Staff is recommending this project be included in account 35-53-6303: Engineering Services.

### **RECOMMENDATION**

The Village Board approves Resolution # 20140204PW1 authorizing an Agreement with TADI for the Phase II Professional Engineering Services associated with the Dugan Road / Granart Road Intersection Improvement Project, contingent on Attorney review and IDOT acceptance of revised agreement.



Engineering Enterprises, Inc.

January 24, 2014

Mr. Anthony Speciale, Director  
Department of Public Works  
Village of Sugar Grove  
601 Heartland Drive  
Sugar Grove, IL 60554

**Re: Phase I and II Professional Engineering Services  
Illinois Route 47 at Bliss Road/Wheeler Road Intersection Improvements  
Sugar Grove, Kane County, Illinois**

Dear Mr. Speciale:

Thank you for the opportunity to submit this proposal for professional engineering services for the above referenced project. This proposal includes the following items: Project Description, Scope of Services, Fees and Conditions, Qualifications, Exclusions, Freedom of Information Act, Professional Liability Requirements, and Acceptance.

### **PROJECT DESCRIPTION**

The Village of Sugar Grove and Kane County Division of Transportation (KDOT) have selected Engineering Enterprises, Inc. (EEI) in a Quality Based Selection (QBS) process. The project lead will be the Village of Sugar Grove, hereinafter referred to as Client; with an intergovernmental agreement developed between the Client and KDOT in cost participation for the construction of the project. EEI is pleased to submit this contract to perform engineering services to develop a Phase I preliminary engineering study and Phase II detailed construction plans and specifications for the improvement of the Bliss Road / Wheeler Road at Illinois Route 47 intersection in Sugar Grove, Illinois. This proposal assumes reconfiguration of the Illinois Route 47 to accommodate buried single left turn lanes on Illinois Route 47 and adding single left turn lanes on Bliss Road and Wheeler Road with traffic signal modifications. If during the Phase I process, dual left turn lanes are required, a change order will be negotiated for this additional work.

### **SCOPE OF SERVICES**

Our firm proposes to furnish the necessary personnel, materials, equipment and transportation to make the necessary investigations, measurements, computations and analysis to perform field and office civil engineering services for the above referenced project. All work shall be in accordance with accepted civil engineering practices, Illinois Department of Transportation (IDOT) requirements related to roadway and intersection improvements utilizing federal funds for construction and all applicable standards of Village of Sugar Grove and KDOT.

## PHASE I PRELIMINARY ENGINEERING

### ITEMS COMPLETED UNDER PREVIOUS AGREEMENT

E EI has completed preliminary research meetings and coordination for this intersection under a previous agreement with the Client. This work included:

- Topographic Survey
- Traffic Counts
- Accident Data Tabulations.
- Preliminary Traffic Projections
- Coordination with IDOT Bureau of Geometrics and Bureau of Local Roads
- Coordination with Kane County Division of Transportation
- Development Preliminary Traffic Analysis
- Development of Conceptual Geometrics

The scope below accounts for the completion of these items, as well as additional items that have been identified since the previous proposal was approved.

### TOPOGRAPHIC SURVEY

A Topographic survey of the project has largely been completed for this project under previous agreement with the Client. The contract includes an allowance for 16 hours of field work for pick-up survey for the addition of the buried left turn lanes requested in the Request for Proposal and other items which may be identified.

### PRELIMINARY INVESTIGATIONS AND STUDIES

As a federally funded project, EEI will schedule a kick-off meeting with the Client and IDOT to gather additional background data and general information related to the existing and future planned uses of this roadway. This contract assumes that the preliminary environmental site assessment (PESA), wetlands, biological and cultural studies will be performed by IDOT. EEI will prepare the following studies:

1. Intersection Design Study (IDS) to determine the capacity and geometric requirements of the improved intersection. This study will include required signal and auxiliary lane warrant studies. The study will also include elements such as typical sections, preliminary plan and profile, cross sections, crash analysis, design variances (if required), right-of-way needs and utility coordination.
2. Project Development Report (PDR) to summarize the studies and address any coordination requirements as determined by IDOT policies.
3. Drainage Technical Memorandum to determine the drainage needs of the improved intersection.

EEI will also coordinate the following tasks:

1. Traffic counts we previously completed for the project. Since the counts are recent it is assumed that no additional traffic count information will be required.
2. Given the project scope public involvement activities will likely not be required by IDOT

and the FHWA. However our scope includes an informal presentation of the project at a Village Board meeting for public input.

3. Soil exploration and pavement cores to determine the subsurface and pavement conditions in the areas of the intersection. The geotechnical investigation services will be conducted by a sub-consultant which will have a separate fee for this project and will be discussed later in this proposal.
4. Project Coordination with IDOT, KDOT and the Client throughout the Phase I.

## MEETINGS

EEI will attend meetings with representatives from the Village of Sugar Grove, KDOT, IDOT and the FHWA to ensure the project is in conformance with expectations and to review progress. Meetings will be scheduled at key points throughout the study to keep the Client posted on progress. Four (4) Phase I meetings are included in this proposal.

## PHASE II DESIGN ENGINEERING

### DEVELOPMENT OF FINAL PLANS, SPECIFICATIONS AND ESTIMATES

As a federally funded project, the final plans and specifications will be developed in accordance with the IDOT, Village of Sugar Grove and KDOT standards where applicable. The general guidelines that will be followed during the design are as follows:

- Prepare construction plans, consisting of, but not limited to, the following sheets:
  - Cover Sheet
  - General Notes, Summary of Quantities and Legend
  - Existing and Proposed Typical Sections
  - Plan & Profile Sheets
  - Roadway Drainage
  - Construction Staging
  - Erosion Control and SWPPP
  - Pavement Marking
  - Traffic Signals
  - Cross Sections
  - Details
- Specifications
  - Prepare required special provisions pertaining to construction line items
  - Include all necessary Village special provisions
  - IDOT Bureau of Design and Environment Special Provisions
  - IDOT Check Sheets for Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions
  - IDOT Sheet for Index for Supplemental Specifications
  - Local Roads Special Provision forms
- Estimates
  - Final estimate of the project cost
  - Estimated duration of construction
- Coordination with IDOT and award recommendation

## **MEETINGS**

EEI will attend meetings as necessary with representatives from the Village of Sugar Grove and KDOT to ensure the project is in conformance with expectations and to review progress. Meetings will be scheduled at key points throughout the design to keep the Client posted on progress. Three (3) Phase II meetings are included in the proposal.

## **ADDITIONAL SERVICES**

### **GEOTECHNICAL INVESTIGATION SERVICES**

Engineering Enterprises, Inc. (EEI) will have Testing Services Corporation, Inc. (TSC) provide geotechnical investigation services for this project. Their scope of services is detailed in their enclosed attached.

### **RIGHT OF WAY AND EASEMENTS SURVEYING**

As part of the intersection improvement, plats of right of way and temporary easements may be required. If plats are required, those additional services will be performed at an hourly rate or under separate agreement.

## **FEES AND CONDITIONS**

The proposed methods of payment for the required professional services are at Lump Sum (LS), Hourly (HR) and/or Actual Cost (AC) fees for the various classifications of employees who will perform the work as listed on the Standard Schedule of Charges dated January 1, 2011.

A brief explanation of the various proposed Lump Sum, Hourly and/or Actual Cost fees is as follows: 1. the proposed Lump Sum fee is for work that is clearly defined and is under our control; and 2. the proposed Hourly fee is for work that is subject to unknown conditions, and other conditions that are not under our control; and 3. the proposed Actual Cost fee is for work and/or expenses the exact cost of which cannot be determined in advance.

Exhibit A of the agreement summarizes our compensation for professional engineering services. The proposed Phase I Preliminary Engineering fees are \$81,060. The proposed Phase II Design Engineering fees are \$83,455. Therefore, the total lump sum cost for all of the services defined within the contract is estimated to be \$164,515.

Payment for all services will be based on invoices submitted periodically by our firm, but not more frequently than monthly as the work progresses. Invoices will be payable by the Client within 90 days of the date of the invoice. In the event that payment is not made by the Client within 90 days, interest will be charged at the rate of 1.5 percent per month on the unpaid balance.

This proposal shall be in effect for a period of thirty (30) days from the date of this proposal. If this proposal is not accepted within that period of time, our firm reserves the right to withdraw or revise this proposal.

Additional assignments not described above, including out of office meetings, will be performed at the hourly rate for the various classifications of employees who will perform the work as listed on the attached Standard Schedule of Charges dated January 1, 2012 or under a separate proposal.

### **QUALIFICATIONS**

Engineering Enterprises, Inc. (EEI) is actively engaged in the planning, design and construction of both public and private improvement projects requiring civil engineering and land surveying services in Northern Illinois. Our staff has the experience and commitment to provide the required services in a reliable, timely and cost effective manner.

Engineering Enterprises, Inc. has provided similar services in the past, including the Phase I/II Engineering Services for the Illinois Route 47 and Cross Street Intersection Improvement. We feel that this design experience, our familiarity with Village staff and guidelines, and the proximity of our office to the project location will be a great benefit to the Village for this design project.

While various members of our firm will perform the work on this project, the principal contact person with our firm will be David R. Burroughs, P.E., and Senior Vice President. Also involved in this project are David C. Johanson, P.E., P.T.O.E. and Timothy V. Weidner, P.E. Each of these team members has been involved in similar roadway study and design projects and will have the ability to move this project forward to ensure completion in a timely manner, while also maintaining the highest levels of quality and client communication.

### **EXCLUSIONS**

No allowance for right of way plats of dedication or easements have been included in this proposal. As mentioned above, if plats are required, those additional services will be performed at an hourly rate or under separate agreement. Additionally, no allowance has been made for any street lighting electrical engineering.

### **FREEDOM OF INFORMATION ACT**

Our firm acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the Village to produce certain records that may be in the possession of our firm. Our firm shall comply with the record retention and documentation requirements of the Local Records Retention Act 5 ILCS 160/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the our firm was, in fact, the Village). Our firm shall review its records promptly and produce to the Village within two business days of contact from the Village the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, our firm may request the Village to extend the time do so, and the Village will, if time and a basis for extension under the Act permits, consider such extensions.

**PROFESSIONAL LIABILITY REQUIREMENTS**

Our firm shall comply with the following:

1. Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
2. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the contractor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
3. Provide a certified copy of actual policy for review.
4. Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
  - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
  - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.
5. The insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the member.
6. The insurance shall be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

**ACCEPTANCE**

If the Project Description, Scope of Services, and Fees and Conditions, as cited above are satisfactory, please indicate your acceptance by signing both of the enclosed proposals and returning one copy to us for our records.

We welcome the opportunity to submit this proposal for professional engineering services to you for your consideration. We look forward to working with you on this exciting project.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.



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

Enclosures

Mr. Anthony Speciale  
January 24, 2014  
Page 7

**AGREEMENT**

All terms and conditions to this Agreement for Professional Services  
accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

By \_\_\_\_\_

By \_\_\_\_\_

Village of Sugar Grove  
Organization

10 S. Municipal Drive  
Address

Sugar Grove                      Illinois                      60554  
City                                      State                                      Zip

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ENGINEERING ENTERPRISES, INC.  
Organization

52 Wheeler Road  
Address

Sugar Grove                      Illinois                      60554  
City                                      State                                      Zip

By *Donald H. Perry*  
Senior Vice President

By *Deborah M. Mielarski*  
Secretary

(corporate seal)





**Standard Schedule of Charges**

January 1, 2011

<b>EMPLOYEE DESIGNATION</b>	<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
Senior Principal	E-4	\$171.00
Principal	E-3	\$167.00
Senior Project Manager	E-2	\$155.00
Project Manager	E-1	\$142.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$130.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$121.00
Project Engineer/Planner/Surveyor	P-4	\$111.00
Senior Engineer/Planner/Surveyor	P-3	\$102.00
Engineer/Planner/Surveyor	P-2	\$ 93.00
Associate Engineer/Planner/Surveyor	P-1	\$ 83.00
Senior Project Technician II	T-6	\$121.00
Senior Project Technician I	T-5	\$111.00
Project Technician	T-4	\$102.00
Senior Technician	T-3	\$ 93.00
Technician	T-2	\$ 83.00
Associate Technician	T-1	\$ 74.00
Administrative Assistant	A-3	\$ 78.00

**CREW RATES, VEHICLES AND REPROGRAPHICS**

1 Man Field Crew with Standard Survey Equipment		\$133.00
2 Man Field Crew with Standard Survey Equipment		\$207.00
1 Man Field Crew with RTS or GPS *		\$164.00
2 Man Field Crew with RTS or GPS *		\$238.00
Vehicle for Construction Observation		\$15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	

\*RTS = Robotic Total Station / GPS = Global Positioning System

January 14, 2014



**TESTING SERVICE CORPORATION**

*Corporate Office*

360 South Main Place, Carol Stream, IL 60188-2404  
630.462.2600 • Fax 630.653.2988

Mr. David Johanson  
Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, Illinois 60554

RE: P.N. 47,019 - Revised January 14, 2014  
Geotechnical Exploration  
Bliss/Wheeler at IL 47 Improvements  
Sugar Grove, Illinois

Dear Mr .Johanson:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Geotechnical Engineering Services for the above captioned project. The objectives of the Geotechnical Study are to explore soil conditions and provide recommendations for foundation and pavement design in connection with the proposed intersection improvements.

**Project Description:**

Our understanding of existing site conditions and the proposed intersection improvements are as follow:

- The roadway widening will include a right turn lane on southbound IL Rt 47.
- Left turn lanes will be added on Bliss and Wheeler Roads.
- Traffic signal modifications will be included in the improvements.
- Left turn lanes will be added northbound and southbound of IL Rt 47.
- An IDOT right of access permit will definitely be required. A Kane County Department of Transportation permit may also be required.
- Traffic control consisting of a sign board, signage and cones will be required for the borings located in the grass median area of IL Rt 47. Traffic control consisting of a sign board and a flagger will be required for the remainder of the project.

If the location or type of the proposed structure(s) are changed, TSC should be promptly contacted to determine the relevance of our proposed boring program to the new project configuration.

**Boring Program:**

As directed in your email we are proposing to drill eight (8) soil borings and three (3) pavement cores as part of our Geotechnical Exploration. Seven (7) of the borings will be extended to a depth of 10 feet. One (1) boring will be extended to a depth of 20 feet. Total drilling footage on this basis is estimated to be about 90 lineal feet. The cores will be taken using a 4-inch diameter core barrel. Auger samples will also be obtained of underlying base course/subbase materials. A split-spoon will then be taken of the upper subgrade to a depth of approximately two feet below the top of pavement. The core holes will be patched upon completion using a cold mix asphalt or non-shrink concrete grout.

For the purposes of this proposal we have assumed that the boring locations will be accessible to conventional drilling equipment. No provisions have been made for tree/brush clearing or other obstruction removal should borehole access be impeded. No borings are planned inside of existing structures.

TSC will utilize personnel trained in layout procedures to stake the borings in the field. Ground surface elevations for each borehole will be determined by level survey methods (benchmark to be provided). Utility clearance for the borings will be obtained by contacting JULIE (Joint Utility Locating Information for Excavators); secondary and private underground utility lines will have to be marked by the property owner or their agents.

Soil samples will be obtained by split-spoon or thin-walled tube methods. Sampling will be performed at 2½-foot intervals for the first 15 feet and not exceed 5-foot intervals below this level. Representative portions of samples will be sealed, packaged and transported to our laboratory. Groundwater observations will also be made during and following completion of drilling operations.

#### **Laboratory Testing:**

Samples obtained from the borings will be examined by experienced laboratory personnel in order to verify field descriptions as well as to visually classify in accordance with the Unified Soil Classification System. Laboratory testing will include moisture content and dry unit weight determinations as well as measurements of unconfined compressive strength by direct or indirect methods, as appropriate. Other tests deemed to be necessary by TSC's Project Engineer may also be recommended for your approval.

#### **Engineering Report:**

Upon completion of sampling and testing, you will receive an engineering report summarizing field and laboratory test data, including a boring location plan and computer generated boring logs. The report will address anticipated soil and groundwater conditions impacting site development, based upon the information obtained from the borings. It will also provide recommendations to guide design and specification preparation pertaining to geotechnical issues relevant to the structure or purpose described in this proposal. These may include the following:

- General earthwork and construction considerations.
- Remedial work and/or treatment of unstable or unsuitable soil types.
- Fill placement and compaction for foundations and pavements.
- Foundation type, capacity and depth/elevation.
- Protective measures required for frost action.

#### **Fees and Scope:**

In accordance with the Cost Estimate attached, TSC is proposing a budget amount of Twelve Thousand Fifty Dollars (\$12,050.00) to provide the Geotechnical Exploration outlined above. Our proposal is based on the understanding that: the boring locations are accessible to a conventional

truck or All-Terrain Vehicle (ATV) mounted drill; none of the borings will be located in standing water; and that the work can be performed during standard business hours. Our fee is further subject to this proposal being accepted by you on or before July 31, 2014.

Should the study reveal unexpected subsurface conditions requiring a change in scope, you will be contacted before we proceed with further work. Our invoice would then be based on the unit rates given in the attached Cost Estimate or as otherwise agreed upon. Please note that our quoted fee does not include plan review as well as excavation, fill, earthwork, footing or foundation observations during construction phases of the project. The project budget should include provision for these services. Consultation, preconstruction meetings or other professional services subsequent to delivery of TSC's report are additional services that will be covered by separate invoice.

**Closure:**

The geotechnical services being performed are subject to TSC's attached General Conditions. Unless stated otherwise, TSC fees include all state and federal taxes and permits that may be required. However, they do not include any license, permit or bond fees that local governments may impose. The local fees, if any, will be added to the invoice. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. David Johanson  
Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, Illinois 60554  
Tel: (630) 466-6700  
Fax: (630) 466-6701  
email: [djohnson@eeiweb.com](mailto:djohnson@eeiweb.com)

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. When also completing the attached Project Data form, kindly indicate who is to receive copies of TSC's report and other related information.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

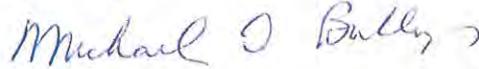
Respectfully submitted,

TESTING SERVICE CORPORATION



Michael V. Machalinski, P.E.  
Vice President

Prepared by,



Michael D. Billings  
Director of Business Development

MVM:MDB:kw

Enc: Cost Estimate  
General Conditions  
Project Data Sheet

Approved and accepted for \_\_\_\_\_ by:

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

**COST ESTIMATE**  
*Bliss/Wheeler at IL 47 Improvements*  
*Sugar Grove, Illinois*  
TSC P.N. 47,019

ITEM	UNITS	QTY	RATE	COST
<b>STAKING AND UTILITY CLEARANCE</b>				
1.1	Layout Person to Mark Boring Locations, Obtain Surface Elevations and Arrange for Clearance of Underground Utilities	Hour	8.0	110.00 \$ 880.00
1.2	IDOT and Kane County Permits, Bonds and Other Direct Charges (Estimated)	Lump Sum	1	1,100.00 \$ 1,100.00
<b>DRILLING, SAMPLING AND CORING</b>				
DRILL RIG WITH 2-MAN CREW (Portal to Portal)				
2.1	Regular Time (Up to 8.0 Hours per Day)	Hour	16.0	340.00 \$ 5,440.00
2.2	Overtime (Over 8.0 Hours or Saturday)	Hour	2.0	390.00 \$ 780.00
2.3	Bit Wear - Per Inch of Bituminous Pavement	Inch	18.0	4.00 \$ 72.00
2.4	Patch Holes with Cold Patch Asphalt or Non-Shrink Grout	Each	3	10.00 \$ 30.00
2.5	Materials Technician to Measure and Describe Core Sample in Laboratory	Each	3	15.00 \$ 45.00
<b>TRAFFIC CONTROL</b>				
3.1	Single Flagman, Regular Time (Portal to Portal)	Hour	6.0	95.00 \$ 570.00
3.2	Single Flagman, Overtime	Hour	0.0	115.00 \$ 0.00
3.3	2-Man Flagging Crew, Regular Time (Portal to Portal)	Hour	0.0	190.00 \$ 0.00
3.4	2-Man Flagging Crew, Overtime	Hour	0.0	230.00 \$ 0.00
3.5	TSC Pickup and Arrowboard, Cones Signage	Day	2	170.00 \$ 340.00
<b>LABORATORY TESTING</b>				
4.1	Examine Samples to Describe by Textural System and Classify Using the Unified Soil Classification System	Each	23	4.00 \$ 92.00
4.2	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	23	7.00 \$ 161.00
4.3	Unconfined Compressive or Torvane Shear Strength of Cohesive Soils	Each	20	14.00 \$ 280.00
4.4	Dry Unit Weight Determination	Each	6	7.00 \$ 42.00
4.5	Atterberg Limit Determination	Each	2	100.00 \$ 200.00
4.6	Sieve Analysis with #200 Wash	Each	0	90.00 \$ 0.00

ITEM		UNITS	QTY	RATE	COST
4.7	Sieve Analysis with Hydrometer	Each	2	130.00	\$ 260.00
4.8	Consolidation Test	Each	0	500.00	\$ 0.00
4.9	Modified Proctor Test	Each	0	190.00	\$ 0.00
<b>ENGINEERING SERVICES</b>					
5.1	Prepare Geotechnical Report with Boring Logs and Location Plan	Lump Sum	1	1,500.00	\$ 1,500.00
5.2	Engineer to Prepare and Submit Application for Permits	Hour	2.0	120.00	\$ 240.00
5.3	Senior Engineer to Consult or Attend Project Meetings	Hour	0.0	150.00	\$ 0.00
ESTIMATED TOTAL:					\$ 12,032.00
<b>RECOMMENDED BUDGET:</b>					<b>\$ 12,050.00</b>



## TESTING SERVICE CORPORATION

# GENERAL CONDITIONS

## Geotechnical and Construction Services

**1. PARTIES AND SCOPE OF WORK:** If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for Client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

**2. SCHEDULING OF SERVICES:** The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

**3. ACCESS TO SITE:** TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

**4. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this agreement.

**5. DISCOVERY OF POLLUTANTS:** TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et. seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

**6. MONITORING:** If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance

with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

**7. DOCUMENTS AND SAMPLES:** Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

**8. TERMINATION:** TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

**9. PAYMENT:** Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

**10. WARRANTY:** TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

**11. INDEMNITY:** Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

**12. SUBPOENAS:** TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

**13. OTHER AGREEMENTS:** TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



**TESTING SERVICE CORPORATION**

**Project Data Sheet**

**General Information:**

Project Name: \_\_\_\_\_  
 Project Address: \_\_\_\_\_  
 City / State / Zip: \_\_\_\_\_  
 Project Manager: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Site Contact: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_

**Send Invoice To:**

Purchase Order Number: \_\_\_\_\_  
 Attention: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City / State / Zip: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_

**Important Notes:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Completed By:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Distribute Reports as Follows:**

Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City / State / Zip: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_

Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City / State / Zip: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_

Name: \_\_\_\_\_  
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 Address: \_\_\_\_\_  
 City / State / Zip: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_

Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City / State / Zip: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_

Bliss Road / Wheeler Road at IL 47 Intersection Improvements  
 Village of Sugar Grove, Kane County, IL  
 Exhibit B: Estimated Level of Effort - Phase I

WORK ITEM NO.	WORK ITEM	ENGINEERING				DRAFTING				SURVEYING				ADMIN A-3	WORK ITEM HOUR SUMM.	COST PER ITEM	
		E-4 SENIOR PRINCIPAL	E-3 PRINCIPAL	E-2 SENIOR PROJECT MANAGER	E-1 PROJECT MANAGER	P-6 SENIOR PROJECT ENGINEER II	P-5 SENIOR PROJECT ENGINEER I	P-4 PROJECT ENGINEER	E-1 PROJECT MANAGER	T-6 SENIOR PROJECT TECHNI II	T-5 SENIOR PROJECT TECHNI I	E-1 PROJECT MANAGER	P-5 SENIOR PROJECT SURVEYOR I				T-4 PROJECT TECHNI
1	Data Collection				1	2										5	\$ 644
2	Topographic and Field Survey				4	8										24	\$ 4,944
3	Traffic Counts, Capacity Analysis, and IDS	2			8	24										32	\$ 4,170
4	Alternate Design Studies	2			28	20										50	\$ 6,534
5	Drainage Studies				16	8										73	\$ 9,598
6	Environmental Studies and Documentation				2	4										40	\$ 5,248
7	Geotechnical Investigation				8	12										6	\$ 804
8	Traffic Maintenance				16	64										24	\$ 3,180
9	Preliminary PDR	4			6	6										4	\$ 1,544
10	Public Involvement	2			8	16										26	\$ 3,254
11	Final PDR	4			12	12										32	\$ 4,012
12	Progress Meetings and Consultation	4			12	3										28	\$ 3,948
13	Project Administration	4			16											23	\$ 3,090
14	Quality Control / Quality Assurance	8			137	179										24	\$ 3,640
<b>MAN-HOUR TOTAL:</b>		<b>26</b>	<b>0</b>	<b>0</b>	<b>137</b>	<b>179</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>106</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>505</b>	<b>\$ 68,410</b>

**FEE SCHEDULE AS OF 01/01/2011**

Senior Principal	E-4	26	hours	@	\$171	per hour =	\$4,446
Principal	E-3	0	hours	@	\$167	per hour =	\$0
Senior Project Manager	E-2	0	hours	@	\$155	per hour =	\$0
Project Manager	E-1	159	hours	@	\$142	per hour =	\$22,578
Senior Project Engineer/Planner/Surveyor II	P-6	179	hours	@	\$130	per hour =	\$23,270
Senior Project Engineer/Planner/Surveyor I	P-5	0	hours	@	\$121	per hour =	\$0
Project Engineer/Planner/Surveyor	P-4	0	hours	@	\$111	per hour =	\$0
Senior Engineer/Planner/Surveyor	P-3	0	hours	@	\$102	per hour =	\$0
Engineer/Planner/Surveyor	P-2	0	hours	@	\$93	per hour =	\$0
Associate Engineer/Planner/Surveyor	P-1	0	hours	@	\$83	per hour =	\$0
Senior Project Technician II	T-6	106	hours	@	\$121	per hour =	\$12,826
Senior Project Technician I	T-5	0	hours	@	\$111	per hour =	\$0
Project Technician	T-4	0	hours	@	\$102	per hour =	\$0
Senior Technician	T-3	0	hours	@	\$93	per hour =	\$0
Technician	T-2	0	hours	@	\$83	per hour =	\$0
Associate Technician	T-1	0	hours	@	\$74	per hour =	\$0
Administrative Assistant	A-3	19	hours	@	\$78	per hour =	\$1,482
2 Man Field Crew with Standard Survey Equipment	N/A	0	hours	@	\$207	per hour =	\$0
2 Man Field Crew with RTS or GPS	N/A	16	hours	@	\$238	per hour =	\$3,808
<b>HOURLY TOTAL =</b>		<b>505</b>				<b>TOTAL EEI LABOR =</b>	<b>\$68,410</b>

<b>DIRECT EXPENSES</b>	Printing / Reports =	\$300
	Printing / Plans =	\$100
	Postage / Overnight Delivery =	\$200
	<b>DIRECT EXPENSES =</b>	<b>\$600</b>
<b>SERVICES BY OTHERS</b>	Regina Webster & Assoc =	
	Testing Services Corp. =	\$12,050
	<b>SERVICES BY OTHERS =</b>	<b>\$12,050</b>
<b>TOTAL LABOR COSTS</b>	Drafting Expenses =	\$15,362
	Surveying Expenses =	\$4,376
	Engineering Expenses =	\$47,170
	Administrative Expenses =	\$1,482
	<b>TOTAL LABOR COSTS =</b>	<b>\$68,410</b>
<b>TOTAL CONTRACT COSTS =</b>		<b>\$81,060</b>

ENGINEERING ENTERPRISES, INC.  
 SUGAR GROVE, IL

SG1108 - Fee Summary revised 01-14-14.xlsG:\Public\SUGARGRO\2011SG1108 Bliss Road-Wheeler Road at IL 47 Intersection Improvements\Proposal



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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS  
GEOFF PAYTON, STREETS & PROPERTIES SUPERVISOR  
**SUBJECT:** RESOLUTION: AUTHORIZING AN AGREEMENT FOR PHASE I &  
PHASE II ENGINEERING SERVICES FOR BLISS ROAD AT IL ROUTE  
47 STP PROJECT - EEI  
**AGENDA:** FEBRUARY 4, 2014 VILLAGE BOARD MEETING  
**DATE:** JANUARY 29, 2014

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**ISSUE**

Should the Village Board approve a resolution with Engineering enterprises, Inc. for Phase I and Phase II engineering services related to the Bliss Road at IL Route 47 STP Project.

**DISCUSSION**

In an effort to utilize Grant funding sources for pavement maintenance, staff has developed another project for STP Funding.

The Surface Transportation Program (STP) provides funding to municipalities for projects on the Federal-Aid Highway System. The Kane/Kendall Council of Mayors (KKCOM) receives approximately \$4.5 million a year in STP funds. About every three years, the Council has a call for all eligible projects.

Projects approved for STP funding are eligible for a match ratio of 75% of the construction and construction engineering costs. Phase I and II Engineering would be funded 100% by the Village. Currently, the Village has two projects approved for STP Funding on the KKCOM five year plan; the Dugan Road STP Project and the Bliss Road at IL Route 47 STP Project.

Attached for your review is the proposal from Engineering Enterprises, Inc. to provide professional Phase I and Phase II engineering services for the Bliss Road at IL Route 47 STP Project. Phase I Preliminary Engineering fees are \$81,060.00 and Phase II Design Engineering are \$83,455.00. Therefore, the total for Phase I and II Engineering for the Bliss Road at IL Route 47 STP Project will be provided for an estimated lump sum of \$164,515.00.

While not obligated by any State regulations, EEI uses IDOT standards based on project type as a guideline for determining their engineering costs. Additional costs can be incurred when unknown conditions are encountered, right of way acquisitions is needed or conditions arise not under the control of the Village or EEI that need extra attention.

The total estimated cost of the Bliss Road at IL Route 47 STP Project is \$1,099,255.00. The Village's share of the total cost is \$405,700.00. The total project costs and funding are as follows:

	Local Funding	KKCOM	Total
Phase I Eng	81,060.00	0.00	81,060.00
Phase II Eng	83,455.00	0.00	83,455.00
ROW	10,000.00	0.00	10,000.00
Phase III Eng	24,770.00 (25%)	74,310.00 (75%)	99,080.00
Construction	<u>206,415.00 (25%)</u>	<u>619,245.00 (75%)</u>	<u>825,660.00</u>
Total	\$ 405,700.00	\$ 693,555.00	\$ 1,099,255.00

The Bliss Road at IL Route 47 STP Project tentatively scheduled for letting in November 2015 with construction anticipated in 2016.

**COST**

The total cost for the Phase I and Phase II engineering for the Bliss Road at IL Route 47 STP Project is \$164,515.00. The Fiscal Year 2013-2014 Infrastructure Fund, account number 35-53-6303: Engineering Services includes \$104,996.00 for Phase I Engineering for the Bliss Road at IL Route 47 STP Project. Additionally, the Fiscal Year 2014-2015 Infrastructure Fund, account number 35-53-6303: Engineering Services includes \$87,451.00 for Phase II Engineering and right-of-way acquisition for the Bliss Road at IL Route 47 STP Project.

**RECOMMENDATION**

The Village Board approves Resolution # 20140204PW3 authorizing an agreement with Engineering Enterprises, Inc. for the Professional Phase I and Phase II Engineering Services for the Bliss Road at IL Route 47 STP Project.



**RESOLUTION NO. 20140204PW3**

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

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT  
WITH ENGINEERING ENTERPRISES, INC. FOR PHASE I AND PHASE II  
ENGINEERING SERVICES FOR THE BLISS ROAD AT IL ROUTE 47 STP  
PROJECT**

**WHEREAS**, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to engage the services of Engineering Enterprises, Inc. to provide Phase I and Phase II engineering services for the Bliss Road at IL Route 47 STP Project, and to execute the attached agreement;

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

That attached hereto and incorporated herein by reference as Exhibit A is an agreement between Engineering Enterprises, Inc. and the Village of Sugar Grove for professional Phase I and Phase II engineering services for the Bliss Road at IL Route 47 STP Project. The President and Clerk are hereby authorized to execute said agreement on behalf of the Village and to take such further actions as are necessary to fulfill the terms of said agreement.

Passed by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, at a regular meeting thereof held on the 4<sup>th</sup> day of February, 2014.

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

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

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

Local Agency Village of Sugar Grove	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Construction Engineering Services Agreement For Federal Participation</b>	<b>C O N S U L T A N T</b>	Consultant Engineering Enterprises, Inc.
County Kane				Address 52 Wheeler Road
Section 13-00027-00-RS				City Sugar Grove
Project No. M-4003(252)				State IL
Job No. C-91-109-14				Zip Code 60554
Contact Name/Phone/E-mail Address Anthony Speciale/630-466-7508/ aspeciale@sugar-grove.il.us				Contact Name/Phone/E-mail Address David Burroughs/630-466-6725/ dburroughs@eeiweb.com

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

<b>Regional Engineer</b>	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
<b>Resident Construction Supervisor</b>	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
<b>In Responsible Charge</b>	A full time LA employee authorized to administer inherently governmental PROJECT activities
<b>Contractor</b>	Company or Companies to which the construction contract was awarded

#### Project Description

Name Dugan Road Route FAU 2312 Length 1.59 Mi Structure No. N/A

Termini U.S. Rte 30 (FAP 573) to North Village Limits

Description: This work consists of resurfacing, hot-mix asphalt surface course removal, pavement patching, hot-mix asphalt binder course, hot-mix asphalt surface course, aggregate wedge shoulder, pavement markings, pavement markers, landscaping and all other appurtenant work required to complete the project in accordance with the plans, specifications and all other applicable standards.

#### Agreement Provisions

#### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
  - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
  - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
  - c. For soils, to obtain samples and perform testing as noted below.
  - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
  - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
  - g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
  - h. Geometric control including all construction staking and construction layouts.
  - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
  - j. Measurement and computation of pay items.
  - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
  - m. Revision of contract drawings to reflect as built conditions.
  - n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
  3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
  4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
  5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
  6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
  7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
  8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
  9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
  10. The undersigned certifies neither the ENGINEER nor I have:
    - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
  - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
  12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
  13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
  14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
  15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

**II. THE LA AGREES,**

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$ , or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor  
 IHDC = In House Direct Costs  
 OH = Consultant Firm's Actual Overhead Factor  
 R = Complexity Factor  
 FF=Fixed Fee  
 SBO = Services by Others

$Total\ Compensation = DL + IHDC + OH + FF + SBO$

- Specific Rate  (Pay per element)
- Lump Sum  \_\_\_\_\_

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

### III. It is Mutually Agreed,

- 1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
- 2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
- 3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
- 4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
- 5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- 6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation and employee assistance program; and
  - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

### Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Engineering Enterprises, Inc.	36-3150869	\$72,316.49
Sub-Consultants:	TIN Number	Agreement Amount
Rubino Engineering	80-0450719	\$6,777.44
Sub-Consultant Total:		\$6,777.44
Prime Consultant Total:		\$72,316.49
Total for all Work:		\$79,093.93

Executed by the LA:

Village of Sugar Grove

(Municipality/Township/County)

ATTEST:

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

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

Village \_\_\_\_\_ Clerk

Title: Village President

(SEAL)

Executed by the ENGINEER:

ATTEST:

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

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

Title: Executive Assistant

Title: Senior Vice President







**SUMMARY OF DIRECT COSTS**  
**Dugan Road LAFO- Village of Sugar Grove**  
**Kane County**  
**Section No. 13-00027-00-RS**

**Engineering Enterprises, Inc.**

<b>In-House Direct Costs</b>	<b>No.</b>	<b>Unit</b>	<b>Cost/Unit</b>	<b>Total Cost</b>
Printing/Reports	0	Pages	\$0.10	\$0.00
Printing/Plans	0	Sheets	\$1.00	\$0.00
Vehicle	50	Days	\$45.00	\$2,250.00
Subtotal				\$2,250.00
<b>Outside Direct Costs</b>	<b>No.</b>	<b>Unit</b>	<b>Cost/Unit</b>	<b>Total Cost</b>
Postage/Overnight Delivery	0	Each	\$15.00	\$0.00
Subtotal				\$0.00
<b>TOTAL</b>				<b>\$2,250.00</b>









**Illinois Department  
of Transportation**

**Local Public Agency  
Construction Inspector**

Mr. John Fortmann  
Deputy Director Division of Highways  
Regional Engineer  
Department of Transportation  
201 West Center Court  
Schaumburg, Illinois 60196

County	Kane
Municipality	Village of Sugar Grove
Section	13-00027-00-RS
Route	FAU 2312
Contract No.	61A17
Job No.	C-91-109-14
Project	M-4003(252)

I consider the following individual to be qualified as a local public agency construction inspector. In addition, I certify that adequate instruction has been given this individual concerning the requirements of the contract, specifications and construction manual which pertain to the work which he/she will inspect. This individual has been instructed on the proper procedures for any necessary tests. Furthermore, if a consultant, this individual has a valid Documentation of Contract Quantities certification.

Approved \_\_\_\_\_ Date \_\_\_\_\_ Signature and Title of Resident Construction Supervisor \_\_\_\_\_

\_\_\_\_\_  
Christopher Ott, E.I.  
Applicants Name (Type or Print)

The following describes the educational background, experience and other qualifications of the named applicant to serve as an inspector on this project.

**For Consultants Employees:** Documentation of Contract Quantities certificate number is 14-0073.  
Bachelor of Science Degree in Civil Engineering from Bradley University in 2013

Worked in the Civil Engineering field for approximately two years in all aspects of design and construction for water, storm sewer, and transportation projects.

Worked on various federally funded projects similar in scope for Campton Hills, IL and Sugar Grove, IL

Completed IDOT Mixtures Aggregate Technician course as well as Documentation of Contract Quantities course.

Scheduled to complete IDOT Hot-Mix Asphalt Technician Level I in February.

If the Resident from BC-775 is a consultant, the local public agency employee in responsible charge must also approve this individual.

Approved \_\_\_\_\_ Date \_\_\_\_\_ Signature and Title of In Responsible Charge from BC-775 \_\_\_\_\_

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS  
GEOFF PAYTON, STREETS & PROPERTIES SUPERVISOR  
**SUBJECT:** RESOLUTION: AUTHORIZING AN AGREEMENT FOR CONSTRUCTION  
ENGINEERING SERVICES FOR DUGAN ROAD LAFO PROJECT - EEI  
**AGENDA:** FEBRUARY 4, 2014 VILLAGE BOARD MEETING  
**DATE:** JANUARY 30, 2014

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**ISSUE**

Should the Village Board approve a construction engineering agreement with Engineering enterprises, Inc. for the Dugan Road LAFO Project.

**DISCUSSION**

In an effort to utilize Grant funding sources for pavement maintenance, staff has developed another project for LAFO Funding. The Local Agency Functional Overlay (LAFO) provides funding to municipalities for projects through the Kane/Kendall Council of Mayors (KKCOM).

Projects approved for LAFO funding are eligible for a match ratio of 75% of the construction and construction engineering costs with a maximum Grant of \$500,000.00. Currently, the Village has two projects approved for STP Funding on the KKCOM five year plan; the Dugan Road LAFO Project and the Bliss Road at IL Route 47 STP Project.

Attached for your review is the proposal from Engineering Enterprises, Inc. to provide professional construction engineering services for the Dugan Road LAFO Project. The total cost for construction engineering is estimated at a lump sum of \$79,094.00.

While not obligated by any State regulations, EEI uses IDOT standards based on project type as a guideline for determining their engineering costs. Additional costs can be incurred when unknown conditions are encountered, right of way acquisitions is needed or conditions arise not under the control of the Village or EEI that need extra attention.

The total estimated cost of Dugan Road LAFO Project is \$837,222.00. The Village's share of the total cost is \$337,222.00. The Village was awarded \$500,000.00 from LAFO Funding.

	Local Funding	KKCOM	Total
Phase I & II Eng	46,922.00	0.00	46,922.00
Phase III Eng	29,054.00	50,040.00	79,094.00
Construction	<u>261,246.00</u>	<u>449,960.00</u>	<u>711,206.00</u>
Total	\$ 337,222.00	\$ 500,000.00	\$ 837,222.00

The Dugan Road LAFO Project tentatively scheduled for letting in March 2014 with construction anticipated in April 2014.

In March 2012, the Village of Sugar Grove was awarded a \$200,000 Grant from the State of Illinois, Department of Transportation to assist with the pavement rehabilitation of Dugan Road. Of the \$200,000.00 Grant, \$184,000.00 of construction was completed on this project including: patching and resurfacing from US Route 30 to the south Village limits. The remaining \$747,000.00 allocated for The Dugan Road LAFO Project will include pavement rehabilitation of Dugan Road from US Route 30 to the north Village limits.

**COST**

The Fiscal Year 2013-2014 Industrial TIF #1 Fund, account number 32-53-6303: Engineering Services includes \$93,100.00 for Construction Engineering for the Dugan Road LAFO Project.

The Fiscal Year 2013-2014 Industrial TIF #1 Fund, account number 32-53-7008: Streets/ROW Improvements includes \$747,000.00 for the construction of the Dugan Road LAFO Project.

**RECOMMENDATION**

The Village Board approves Resolution # 20140204PW2 authorizing an agreement with Engineering Enterprises, Inc. for Construction Engineering Services for the Dugan Road LAFO Project.



**RESOLUTION NO. 20140204PW2**

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

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH ENGINEERING ENTERPRISES, INC. FOR CONSTRUCTION ENGINEERING ASSOCIATED WITH THE DUGAN ROAD LAFO PROJECT**

**WHEREAS**, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to engage the services of Engineering Enterprises, Inc. to provide professional construction engineering services for the Dugan Road LAFO Project, and to execute the attached agreement;

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

That attached hereto and incorporated herein by reference as Exhibit A is an agreement between Engineering Enterprises, Inc. and the Village of Sugar Grove for professional construction engineering services for the Dugan Road LAFO Project. The President and Clerk are hereby authorized to execute said agreement on behalf of the Village and to take such further actions as are necessary to fulfill the terms of said agreement.

Passed by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, at a regular meeting thereof held on the 4<sup>th</sup> day of February, 2014.

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

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

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

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

**ORDINANCE NO. 2014-020B**

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**An Ordinance  
Granting a Variance for Land at  
155 Meadows Court  
in the Village of Sugar Grove, Kane County, Illinois  
(William P. and Marilyn Biles)**

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Adopted by the  
Board of Trustees and President  
of the Village of Sugar Grove  
this 4<sup>th</sup> day of February, 2014.

Published in Pamphlet Form  
by authority of the Board of Trustees  
of the Village of Sugar Grove, Kane County,  
Illinois, 4<sup>th</sup> day of February, 2014.

**ORDINANCE NO. 2014-0204B**

**AN ORDINANCE GRANTING A VARIANCE FOR  
LAND AT 155 MEADOWS COURT IN  
THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS  
(WILLIAM P. AND MARILIN BILES)**

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

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

**WHEREAS**, William P. and Marilin Biles have petitioned for a Variance to reduce the rear yard setback from the required 30 feet to 18 feet for a proposed addition (sunroom), on property legally described in SECTION ONE; and,

**WHEREAS**, a public hearing has been conducted on the request by the Planning Commission of the Village of Sugar Grove on January 15, 2014, and the Commission recommended 7-0 approval of the Variance; and,

**WHEREAS**, the Village Board has reviewed this request and has deemed that the approval of the Variance would be in compliance with the Comprehensive Plan and all Ordinances of the Village of Sugar Grove.

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

**SECTION ONE: VARIANCE**

The subject property described in **Exhibit A** is hereby granted a Variance to reduce the rear yard setback from the required 30 feet to 18 feet for a proposed sunroom, pursuant to Section 11-7-4-F-3 of the Sugar Grove Zoning Ordinance, subject to the conditions outlined in **Exhibit B**.

**SECTION TWO: REPEALER**

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

**SECTION THREE: SEVERABILITY**

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

**SECTION FOUR: EFFECTIVE DATE**

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

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 4<sup>th</sup> day of February, 2014.

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

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

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

**EXHIBIT A- LEGAL DESCRIPTION**

LOT 21 OF SUGAR CREEK SUBDIVISION UNIT NUMBER ONE PHASE ONE, IN THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

**EXHIBIT B- CONDITIONS OF APPROVAL**

1. The Variance shall substantially conform to the Site Plan, titled “Site Plan”, by applicant, dated November 22, 2013, date stamped November 22, 2013, and the Elevation Plan, titled “Proposed Elevation”, 2 sheets, by applicant, dated November 22, 2013, date stamped November 22, 2013, except as such plans may be revised to conform to Village codes and ordinances.

**STAFF REPORT TO THE SUGAR GROVE PLANNING COMMISSION  
FROM MIKE FERENCAK, VILLAGE PLANNER**

**GENERAL CASEFILE INFORMATION**

Commission Meeting Date: January 15, 2014

Petition Number: 13-015

Project Name: 155 Meadows Court

Petitioner: William P. and Marilyn Biles

Request: 1. Variance to reduce the rear yard setback from the required 30 feet to 18 feet for a proposed addition (sunroom), pursuant to Section 11-7-4-F-3 of the Sugar Grove Zoning Ordinance.

Location: 155 Meadows Court

Parcel Number(s): 14-21-174-011

Size: 10,330 square feet or 0.24 acre

Street Frontage: 38.62 feet on Meadows Court

Current Zoning: R-2 Single-Family Detached Residential District PUD

Contiguous Zoning: NORTH: R-2 Single-Family Detached Res. District PUD  
SOUTH: R-2 Single-Family Detached Res. District PUD  
EAST: R-2 Single-Family Detached Res. District PUD  
WEST: R-2 Single-Family Detached Res. District PUD

Current Land Use: Single-Family Residential

Contiguous Land Use: NORTH: Single-Family Residential  
SOUTH: Volunteer Park (Sugar Grove Park District)  
EAST: Single-Family Residential  
WEST: Single-Family Residential

Comp Plan Designation: Single Family Residential

Exhibits: Variance Application  
Proof of Ownership  
Responses to Variance Standards  
Public Notice  
Publication confirmation (email from Shaw Media)  
Mailing confirmation (applicant to bring to meeting)  
Sign confirmation (photo of posted sign)

Area Map  
Plat of Survey dated June 20, 1988  
Site Plan dated November 22, 2013  
Existing Elevation not dated  
Proposed Elevation dated November 22, 2013

### **CHARACTER OF THE AREA**

This area is primarily single-family residential with a Park District park located immediately south of the subject property. The park is 137 feet in width. South of the park is more single-family residential. The subject property and homes to the north, east, and west are located in Sugar Creek Subdivision Unit 1, Phase 1. Homes south of the park are located in Ridgewest Subdivision.

### **DEVELOPMENT PROPOSAL**

The Planning Commission will consider a request for a:

1. Variance to reduce the rear yard setback from the required 30 feet to 18 feet for a proposed addition (sunroom), pursuant to Section 11-7-4-F-3 of the Sugar Grove Zoning Ordinance.

### **HISTORY**

The final plat for the Sugar Creek subdivision was recorded on May 17, 1985.

The application for this Variance was submitted on November 22, 2013 by William P. and Marilyn Biles as a result of an inquiry into constructing a new sunroom at the rear of the house. A permit has not been applied for at this time.

The existing home on this property extends from the required minimum front building setback line of 27 feet to the required minimum rear building setback line of 30 feet. There is an existing deck located at the rear of the house that would remain with the proposed addition of the sunroom. Decks are a permitted encroachment. The sunroom (including roof) would be connected to the house. It is therefore considered part of the house and meet the home's building setback requirements. The sunroom would encroach 15 feet at an angle into the required minimum rear building setback and would therefore reduce the actual rear yard setback to 18 feet.

### **COMPREHENSIVE PLAN RECOMMENDATIONS**

The Comprehensive Plan designates the site as Single Family Residential. The use of the property would not change with this project.

### **ZONING ORDINANCE**

Note: The italicized portions in the Findings of Fact item/s below constitute staff's suggestions on the various required findings. The Plan Commission is free to depart from these suggestions and adopt their own.

Findings of Fact - Several standards must be met in order to grant a Variance. These standards, and

the status of each, are detailed below. The Planning Commission must determine that:

- a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zoning district:

*The subject property could yield a reasonable return if only permitted to be used under the conditions allowed by the regulations in the R-2 District. The required minimum side yard setback is 10 feet so there is room to place a sunroom at either side of the house. However, the owner would like to place the sunroom adjacent to both the dining room and the existing deck (for family events) and avoid alterations to the existing floor plan.*

- b. Plight of the owner is due to unique circumstances:

*The plight of the owner is not necessarily due to unique circumstances with this lot. The small backyard is a result of the depth of the home and being located on a cul-de-sac wedge-shaped lot. There are other homes in this subdivision and nearby subdivisions that are similarly situated.*

- c. The Variation, if granted, will not alter the essential character of the locality:

*This variation, if granted, would not alter the essential character of the locality since the sunroom would be located in a rear yard adjacent to a public park.*

The Plan Commission/Zoning Board of Appeals also needs to consider the following in making the above determination:

- a. The particular physical surroundings, shape or topographical condition of the specific property involved would bring particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out:

*The subject property presents no hardship upon the owner, other than the deep home extending the length of the building envelope and the wedge-shaped lot.*

- b. The conditions upon which the petition for variation is based would not be generally applicable to other property within the same zoning district:

*The conditions may not be applicable to all property in the R-2 District, but are generally applicable to a number of properties in this and nearby subdivisions which are zoned R-2. There are a total of 26 other homes with wedge-shaped lots located along cul-de-sacs in Sugar Creek Subdivision Unit 1 Phase 1, Phase 2, and Ridgewest Subdivision. There are also a total of 26 other homes that are adjacent to Volunteer Park. Drawing from these two groups, there are 7 lots that are both wedge-shaped lots located along cul-de-sacs and adjacent to Volunteer Park, besides the subject property.*

- c. The purpose of the variation is not based exclusively upon a desire to make more money out of the property:

*The proposed variance is not based on a desire to make more money, but to provide a*

*place for family gatherings that is most convenient to the homeowner.*

- d. The alleged difficulty or particular hardship has not been created by any person presently having an interest in the property, or by the applicant:

*The original developer constructed several deep homes on cul-de-sac lots. The current owner only purchased the home from the original developer. Still, there is the possibility of constructing a sunroom in the side yards.*

- e. The granting of the variation will not be detrimental to the public welfare, or injurious to other property or improvements in the neighborhood in which the property is located:

*The granting of such a variation would not be detrimental to the neighborhood, but it could set a precedent for other homes in the subdivision to request similar variances.*

- f. The variation will not:

1. Impair an adequate supply of light and air to adjacent properties: *It will not.*
2. Substantially increase the hazard from fire or other dangers to said property or adjacent properties: *It will not.*
3. Otherwise impair the public health, safety, comfort, morals or general welfare of the inhabitants of Sugar Grove: *It will not.*
4. Diminish or impair property values in the neighborhood: *It should not.*
5. Unduly increase traffic congestion in the public streets and highways: *It will not.*
6. Create a nuisance: *It will not.*
7. Result in an increase in public expenditures: *It will not.*

- g. The variation is the minimum variation necessary to make possible the reasonable use of the land, building or structure:

*The sunroom could be constructed in one of the side yards without a variance. Staff also understands the owners request to construct the sunroom in a convenient position.*

## **EVALUATION**

Generally, this use is required to conform to requirements of the Village of Sugar Grove Zoning Ordinance. The following evaluation is related to the Zoning Ordinance requirements.

1. Land Use / General – The land use is not proposed to change with this request.
2. Existing Conditions – Existing natural, scenic, or historic features will not be impacted.
3. Lots & Buildings – The existing home would be expanded by the addition of the sunroom. The lot is 10,330 square feet in size. The existing lot coverage includes the home, driveway, deck, and shed and staff will provide the measurement prior to the meeting. It is not anticipated that the proposed lot coverage will be a concern. The maximum lot coverage allowed is 45% or 4,649 square feet.

4. Building Setbacks – The rear building setback is proposed for a **Variance** from the minimum required 30 feet to the proposed 18 feet. Other building setbacks would not be impacted by this request.

5. Design – The proposed addition would barely be visible from McCannon Street through Volunteer Park. McCannon Street is about 280 feet from the proposed addition. It would be visible from Volunteer Park and nearby homes.

6. Architecture – The proposed structure has been designed to blend in with the existing home's design, materials, and colors.

7. Building / Fire – The Building Division will not issue a building permit until the Variance request is resolved.

### **PUBLIC RESPONSE**

Staff received no questions or comments from the public regarding this proposal at this time. The applicant provided a photo of the public hearing sign posted on the site. The applicant has provided proof of publication in a local newspaper and will bring proof of mailing to the meeting.

### **STAFF RECOMMENDATION**

This request does not appear to meet all of the standards required to approve a variance. However, it should be noted that due to the location of the request next to a public park and no known neighbor concerns at this time that, if the Plan Commission is so inclined, staff would support a recommendation for approval of the Variance at 155 Meadows Court.

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** WALTER MAGDZIARZ, INTERIM COM. DEV. DIRECTOR  
MIKE FERENCAK, VILLAGE PLANNER  
**SUBJECT:** ORDINANCE: VARIANCE FOR A PROPOSED ENCROACHMENT INTO  
THE REQUIRED REAR YARD SETBACK AT 155 MEADOWS COURT  
**AGENDA:** FEBRUARY 4, 2014 REGULAR VILLAGE BOARD MEETING  
**DATE:** JANUARY 31, 2014

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**ISSUE**

Should the Village Board consider a request for Variance to reduce the minimum required rear yard setback from 30 feet to 18 feet for the property at 155 Meadows Court.

**DISCUSSION**

The applicant and property owner, William P. and Marilyn Biles, has submitted a request for Variance at 155 Meadows Court. The applicant inquired with staff about constructing a new sunroom at the rear of the house. Staff explained that the proposed addition to the rear of the house would encroach into the required minimum rear yard setback.

Alternatives were discussed with the applicant, such as placing the sunroom in one of the side yards where an encroachment would not be necessary. However, the applicant decided to make a submittal for Variance on November 22, 2013.

The existing home on this property meets the minimum required rear yard setback of 30 feet with an approximate 33' rear setback. The proposed sunroom would be constructed next to the existing deck. The existing deck would remain as is.

This single-family residential lot is located in Sugar Creek subdivision. Of the 13 residential Variances requested Village-wide since 2004, this is the first requested in Sugar Creek.

Additional information, including staff's responses to the required Variance standards, can be found in the Plan Commission's staff report (attached).

The specific request is as follows:

1. Variance to reduce the rear yard setback from the required 30 feet to 18 feet for a proposed addition (sunroom), pursuant to Section 11-7-4-F-3 of the Sugar Grove Zoning Ordinance.

A public hearing was held on this request at the January 15, 2014 Plan Commission meeting. The applicant was present. The Plan Commission voted 7-0 to recommend the Variance for approval.

One Plan Commissioner did express concern that a recommendation for approval would set a precedent of ignoring the setback. Reasons included that almost the entire sunroom would encroach into the required minimum setback and other options were not acted upon such as positioning the sunroom where the deck currently is located. Similar to staff's suggestion of placing the sunroom in a side yard, the applicant responded that the proposed sunroom placement is more convenient to their floor plan.

No conditions were recommended by staff or the Plan Commission. However, at this time, staff is recommending a condition that the Variance conform to the plan as follows:

1. The Variance shall substantially conform to the Site Plan, titled "Site Plan", by applicant, dated November 22, 2013, date stamped November 22, 2013, and the Elevation Plan, titled "Proposed Elevation", 2 sheets, by applicant, dated November 22, 2013, date stamped November 22, 2013, except as such plans may be revised to conform to Village codes and ordinances.

The following items are attached for your information:

1. Draft Variance Ordinance
2. Draft Minutes of the January 15, 2014 Plan Commission Meeting
3. Staff Report to the January 15, 2014 Plan Commission Meeting (without attachments)
4. Site Plan & Proposed Elevations dated November 22, 2013

## **COSTS**

There is no direct cost associated with this proposal. All costs will be paid for by the applicant.

## **RECOMMENDATION**

That the Board adopts Ordinance 2014-0204\_, An Ordinance Granting a Variance for the property at 155 Meadows Court.

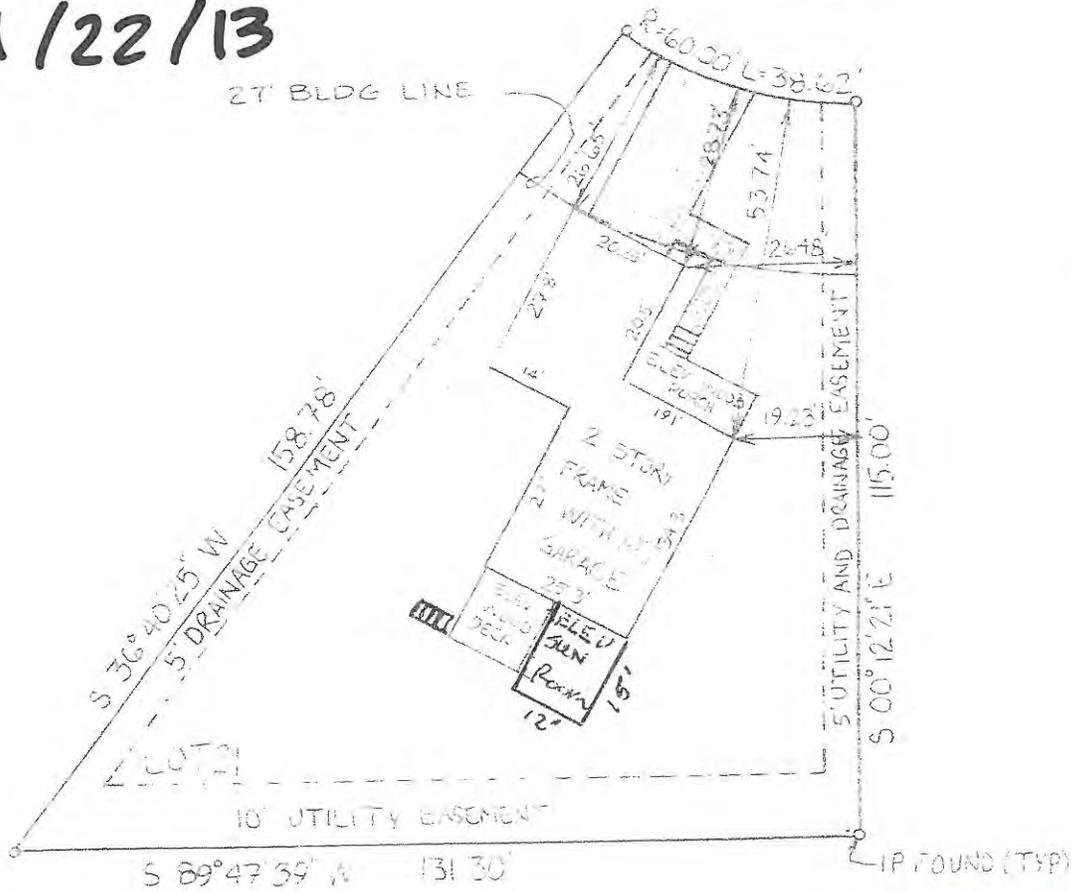
Site

~~PLAT OF SURVEY~~

# SITE PLAN

11/22/13

MEADOWS COURT



STATE OF ILLINOIS )  
 ) (SS  
 COUNTY OF KANE )

**RECEIVED**  
 NOV 22 2013  
 BY: \_\_\_\_\_

THIS IS TO CERTIFY THAT WE, LEONARD DREAS AND ASSOCIATES, HAVE SURVEYED AND PLATTED LOT 21 IN SUGAR CREEK SUBDIVISION, UNIT 1, PHASE I, IN THE TOWN OF SUGAR GROVE, KANE COUNTY, ILLINOIS. WE FURTHER CERTIFY THE BUILDING LOCATION TO BE CORRECT AS HEREON SHOWN.

DATED AT AURORA, ILLINOIS, THIS 20TH DAY OF JUNE, 1988.

ILLINOIS REGISTERED LAND SURVEYOR NO. 1985



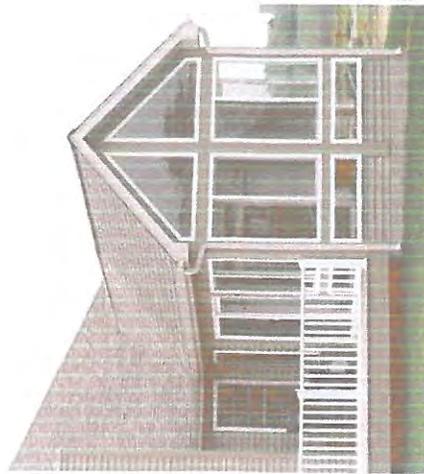
**LD** LEONARD DREAS & ASSOCIATES, INC.  
 LAND SURVEYORS AND CONSULTANTS  
 1000 So. Edgelawn Dr. Aurora, IL (312) 897-4105

RECEIVED  
NOV 22 2013  
BY: \_\_\_\_\_



Proposed Elevation

11/22/13



*Will be elevated  
To DECK HEIGHT  
Bottom Enclosed*

11/22/13  
Proposed Elevation

**RECEIVED**  
NOV 22 2013  
BY: \_\_\_\_\_ 110

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** WALTER MAGDZIARZ, INTERIM COM. DEV. DIRECTOR  
MIKE FERENCAK, VILLAGE PLANNER  
**SUBJECT:** DISCUSSION: 2014 ZONING MAP  
**AGENDA:** FEBRUARY 4, 2014 COMMITTEE OF THE WHOLE MEETING  
**DATE:** JANUARY 31, 2014

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**ISSUE**

Shall the Village Board review the proposed 2014 zoning map.

**DISCUSSION**

In accordance with the Illinois Compiled Statutes, the Village is required to publish a new zoning map by March 31<sup>st</sup> of each year. The Village staff has prepared a draft 2014 Zoning Map and a copy is attached for your review. This map reflects Village Board approved site-specific changes from the 2013 zoning map, as well as miscellaneous corrections:

- 1) Added Major PUD Amendment / Final PUD Ordinance 2013-1105B and label at Ace Hardware site (160 E. Galena Blvd.). Also added bold border and prior PUD Ordinance numbers.
- 2) Added Minor PUD Amendment Ordinance 2013-062013A labels (for the sign amendment) at the Sugar Grove Center PUD. Also added prior PUD Ordinance numbers.
- 3) Added Minor PUD Amendment Ordinance 2013-0521B label (for the sign amendment) at the Capitol Professional Center PUD.
- 4) Added Minor PUD Amendment Ordinance 2013-0917D label (for the sign amendment) at The Landings Office Park PUD.
- 5) Added Minor PUD Amendment Ordinance 2013-0917C label (for the architectural plans amendment) at the American Heartland Bank site.
- 6) Added Special Use Ordinance 2013-0917B label (for the Metrolift Special Use) at 689 N. Heartland Drive.
- 7) Added Special Use Ordinance 2013-0702A label (for the CrossFit Special Use) at 760 N. Heartland Drive.
- 8) Added Annexation Agreement Ordinance 2013-1203A label (for pre-Annexation) at 3 Walnut Lane.

- 9) Increased Village limits to include Crown Property annexation with zoning to E-1 Estate Residential District. Added label for Annexation Ordinance 2013-1203D. Also added Annexation Agreement Ordinance 2013-1203C label and territory for pre-Annexation portion for property north of Seavey Road.
- 10) Corrected Prairie Grove Commons property in map inset to show it as 2009-0203B. It was erroneously labeled 2009-0203C.

The Committee should review the map and inform staff of any further changes requested, if any, so that they may be incorporated into the map. Staff will be proposing a Resolution adopting the map at the Village Board meeting on February 18, 2014.

### **COSTS**

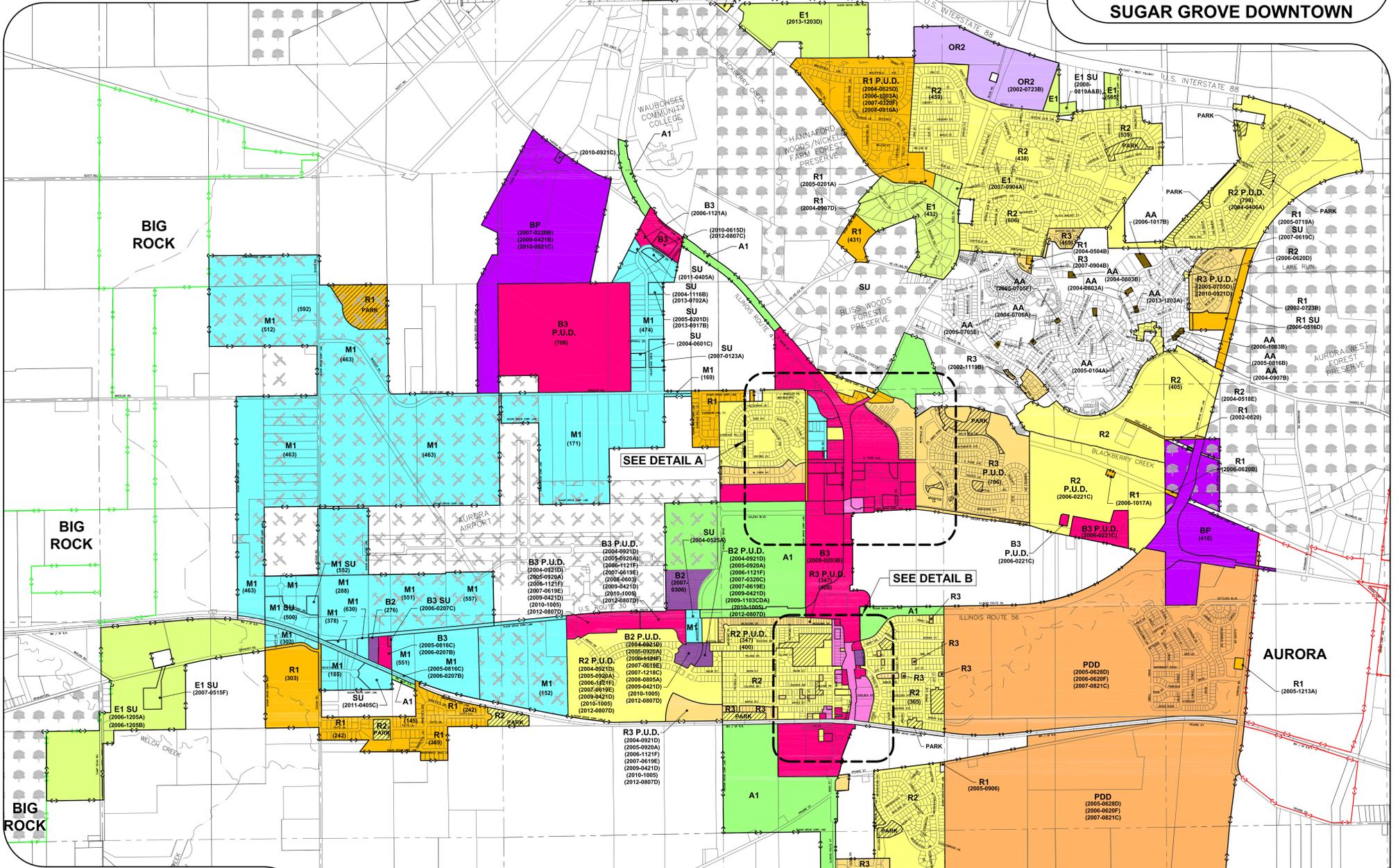
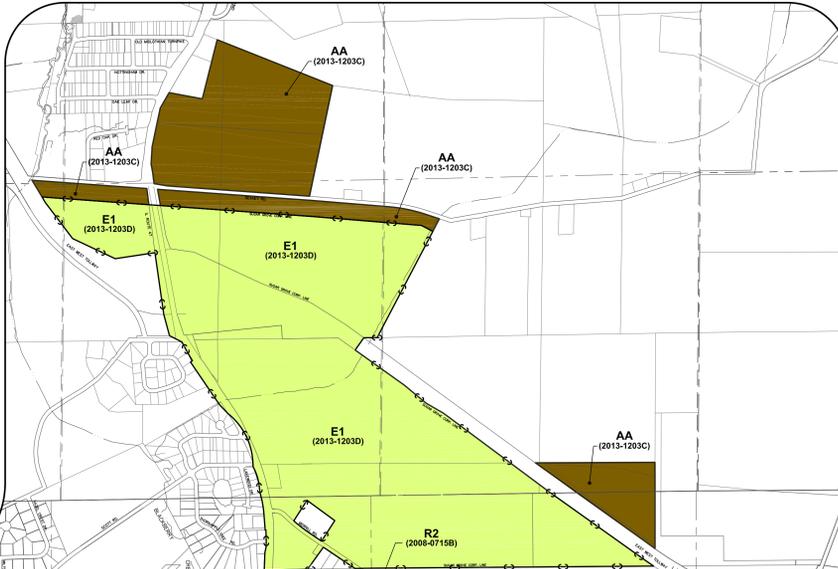
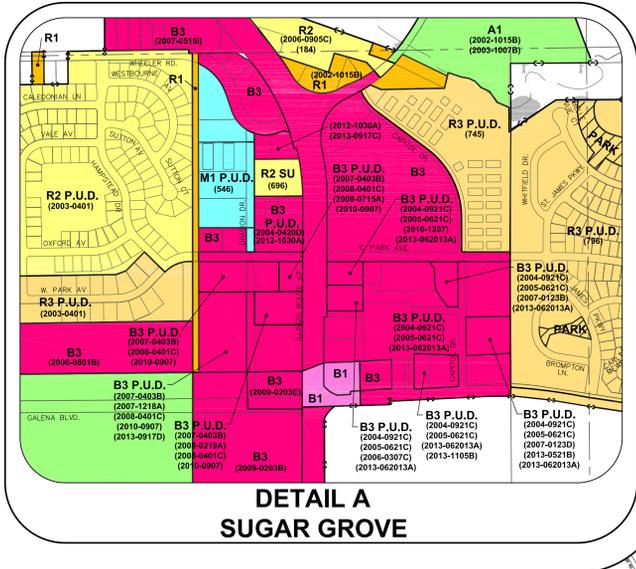
The development of the revised map will be up to approximately \$1,500, plus copying costs for the individual maps. This is a budgeted expenditure and will come from 01-55-6303 Engineering Services.

### **RECOMMENDATION**

That the Board review the draft Zoning Map and by consensus place this item on the February 18, 2014 regular Village Board meeting agenda.

# VILLAGE OF SUGAR GROVE

## KANE COUNTY, ILLINOIS



**LEGEND**

- E1 - ESTATE DISTRICT
- R1 - LOW DENSITY RESIDENTIAL DISTRICT
- R2 - DETACHED RESIDENTIAL DISTRICT
- R3 - MEDIUM DENSITY RESIDENTIAL DISTRICT
- PDD - PLANNED DEVELOPMENT DISTRICT
- PARK
- SU - SPECIAL USE
- B1 - COMMUNITY SHOPPING DISTRICT
- B2 - GENERAL BUSINESS DISTRICT
- B3 - REGIONAL BUSINESS DISTRICT
- BP - BUSINESS PARK DISTRICT
- M1 - LIMITED MANUFACTURING DISTRICT
- I1 - LIGHT INDUSTRIAL DISTRICT
- A1 - RESTRICTED FARMING DISTRICT
- OR2 - OFFICE RESEARCH DISTRICT
- AA - ANNEXATION AGREEMENT TERRITORIES
- AIRPORT PROPERTY
- KANE COUNTY FOREST PRESERVE PROPERTY
- EXISTING VILLAGE OF SUGAR GROVE CORPORATE LIMITS
- EXISTING CITY OF AURORA CORP. LIMITS
- EXISTING BIG ROCK CORP. LIMITS
- EXISTING NORTH AURORA CORP. LIMITS
- EXISTING YORKVILLE CORP. LIMITS

# 2014 ZONING MAP

NO.	DATE	DESCRIPTION
5	2/25/2010	2010 ZONING UPDATE
6	2/27/2011	2011 ZONING UPDATE
7	2/22/2012	2012 ZONING UPDATE
8	2/25/2013	2013 ZONING UPDATE
9	2/29/2014	2014 ZONING UPDATE

SCALE: 1000' 0' 1000' 2000' FEET

PREPARED FOR THE VILLAGE OF SUGAR GROVE

**Engineering Enterprises, Inc.**  
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 Sugar Grove, Illinois 60554  
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