

<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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**July 15, 2014
Board Meeting
6:00 P.M.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Hearing:
 - a. None
5. Appointments and Presentations
 - a. None
6. Public Comment on Items Scheduled for Action
7. Consent Agenda
 - a. Approval: Minutes of the July 1, 2014 Meeting
 - b. Approval: Vouchers
 - c. Ordinance: Commercial or Trade Schools in the M-1 Zoning District
8. General Business
 - a. Resolution: Authorizing Architectural Contract for 160 S. Municipal *STAR
 - b. Discussion: Light Industrial Park Concept
 - c. Discussion: Annexation Agreement Amendment #3 – Hannaford Farm
 - d. Discussion: Community ISO Rating
9. New Business
 - a. None
10. Reports
 - a. Staff Reports
 - b. Trustee Reports
 - c. Presidents Report
11. Public Comments
12. Airport Report
13. Closed Session: Land Acquisition, Personnel, Litigation
14. Adjournment

Committee of the Whole Meeting - Cancelled

*The consent agenda consists of items that have been previously discussed, are non-controversial, or routine in subject matter 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.

**July 01, 2014
Village of Sugar Grove
Regular Board Meeting
6:00 PM**

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

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

Quorum Established.

Also Present:

Administrator Eichelberger, Chief Rollins, Clerk Galbreath, Public Works Director Speciale, Finance Director Chamberlin, and Planner Ferencak

PUBLIC HEARINGS

None.

APPOINTMENTS AND PRESENTATIONS

None.

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 June 17, 2014 Meeting
- b. Approval: Vouchers
- c. Resolution: Approving Amended Water & Sewer Rates
- d. Resolution: Approving a Change to the FSA Program

Trustee Johnson **moved to approve the Consent.** Trustee Herron seconded the motion. President Michels then called for a roll call vote.

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

Motion Carried.

GENERAL BUSINESS

Resolution Authorizing an Amended IGA for Police Records Services *STAR

Trustee Geary **moved to approve a** Resolution Authorizing an Amended IGA for Police Records Services *STAR. Trustee Montalto seconded the motion. Chief Rollins explained that the Village of Elburn is asking to join the Tri-City records group and this is the document authorizing their inclusion. President Michels then called for a roll call vote.

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

Motion Carried.

Resolution Pavement Marking Program

Trustee Geary **moved to approve a** Resolution Authorizing a Pavement Marking Program. Trustee Johnson seconded the motion. President Michels then called for a roll call vote.

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

Motion Carried.

Resolution Water Supply Testing Contract

Trustee Johnson **moved to approve a** Resolution Water Supply Testing Contract. Trustee Bohler seconded the motion. President Michels then called for a roll call vote.

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

Motion Carried.

NEW BUSINESS

None

REPORTS

President Michels asked how much time does it take for a worker to check the water supply. Supervisor Merkel answered 2 – 3 hours per day.

At this point water runoff in Dugan Woods was briefly discussed. This item hopefully will be answered soon by the drainage district.

Trustee Paluch gave a Cornboil report, Trustee Montalto a Chamber Golf outing update.

PUBLIC COMMENTS

Mr. Decker stated he is opposed to any vehicle tax. He also stated that resident survey's are not needed, they are a waste of money.

AIRPORT REPORT

None.

Adjournment

Meeting was adjourned at by Trustee Johnson, seconded Trustee Geary.

Respectfully submitted, Cynthia L Galbreath, Clerk

July 01, 2014
Committee of the Whole Meeting
6:30 P.M.

President Michels opened the meeting and the roll was then called.

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

Quorum Established.

Also Present:

Administrator Eichelberger, Chief Rollins, Clerk Galbreath, Public Works Director Speciale, Finance Director Chamberlin, and Community Development Director Walter Magdziarz

Discussion: Montgomery Boundary Agreement

Administrator Eichelberger stated that no changes have been made to the boundary agreement with the exception of both parties agreeing that their individual land use plans satisfy the clause asking for a joint land use. The Board approve of the agreement as presented and asked that it be placed on an upcoming agenda for approval.

Discussion: Commercial or Trade Schools in the M-1 Zoning District

President Michels asked that administrative approval of events be allowed. The Board asked that the ordinance be formalized and placed on an agenda for approval.

Discussion: Long Range Planning – I-88 Corridor

Director Magdziarz stated that if the Board wishes to amend the plan formally then it will need a public hearing and to be reviewed and discussed at the Plan Commission level and recommendation then brought to the Board. The Board discussed the possibility of amending the plan and decided that what they really desired was to look at it and discuss uses so that the staff would have an idea of the Board desires for the region and not to spend funds or hire a consultant or move forward with an amendment at this time.

Discussion: Street Program Funding

Administrator Eichelberger explained that Sugar Grove just as other municipalities is unable to perform street maintenance at the level desired by residents due to insufficient funding. While Sugar Grove has done an excellent job of funding street maintenance given the available resources, there continues to be a demand and desire to do more. It is highly unlikely that the MFT allotment will see any significant increase. There are two realistic possibilities for a new revenue stream, of which neither staff is advocating, a referendum to increase property taxes, and two, the implementation of a vehicle registration fee.

The Board discussed their desire to see more improvements to the roadways and thanked staff for bringing the item up for discussion. It help reminds them and hopefully the residents that the Village works hard to fix roadways and seeks alternate ways to pay for the needed improvements, such as grants without raising taxes or implementing new fees. They stated that they have no desire at this time to implement any fees but asked that staff bring this up again at budget time as a reminder.

Discussion: Establishing CCR's and a Backup SSA for 140 & 160 S. Municipal

The Board debated the needed to establish CCR's and a backup SSA for the properties recently purchased. It was decided that both should be established and records. Staff was directed to work with legal to draft and then present for approval.

Adjournment

As there was no further business the meeting was adjourned at 7:55 .m.

Respectfully submitted,

Cynthia Galbreath, Village Clerk

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT MICHELS & BOARD OF TRUSTEES
FROM:
SUBJECT: APPROVAL OF VOUCHERS
AGENDA: JULY 15, 2014 BOARD MEETING
DATE: JULY 11, 2014

ISSUE

Approval of Vouchers

DISCUSSION

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

COST

Vouchers total \$157,063.98 and manual checks total \$0.00

RECOMMENDATION

Approval of vouchers totalling \$157,063.98 and ratification of manual checks totaling \$0.00.

INVOICES DUE ON/BEFORE 07/15/2014

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

A0032	AMALGAMATED BANK OF CHICAGO						
1853881005CT	07/01/14	01	W&S/2006 BOND FEES	50508004		07/15/14	200.00
						INVOICE TOTAL:	200.00
1853887009CT	07/01/14	01	ADM/2006A BOND FEES	50508004		07/15/14	200.00
						INVOICE TOTAL:	200.00
						VENDOR TOTAL:	400.00
A0097	ASSURED FLOW SALES, INC.						
9471	06/27/14	01	W&S/FIRE HYDRANT GREASE	50606603		07/15/14	296.24
						INVOICE TOTAL:	296.24
						VENDOR TOTAL:	296.24
A0118	AT&T						
630466452106	06/25/14	01	IT/5/25-6/24 63046645218416	01496502		07/15/14	45.00
		02	ADM/5/25-6/24 63046645218416	01506502			21.67
		03	FIN/5/25-6/24 63046645218416	01566502			21.67
		04	PWIT/5/25-6/24 63046645218416	50496502			44.99
		05	W&S/5/25-6/24 63046645218416	50506502			22.33
						INVOICE TOTAL:	155.66
						VENDOR TOTAL:	155.66
A0165	ALEXANDER CHEMICAL CORP						
SCL10005178	06/18/14	01	W&S/DEPOSIT WELL 10	50606607		07/15/14	-905.00
						INVOICE TOTAL:	-905.00
SLS10019534	06/17/14	01	W&S/CHLORINE - WELL10	50606607		07/15/14	2,293.00
						INVOICE TOTAL:	2,293.00
						VENDOR TOTAL:	1,388.00
A0184	ASSOCIATED TECHNICAL SERVICES						
25127	06/19/14	01	W&S/EMERGENCYCALLOUT-6FERNILEE	50596309		07/15/14	801.50
						INVOICE TOTAL:	801.50
						VENDOR TOTAL:	801.50

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VILLAGE OF SUGAR GROVE
DETAIL BOARD REPORT

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
B0005	GEOFFREY BLANK						
060814	06/08/14	01	POL/ACCIDNT RECONS STATE EXAM	01516208		07/15/14	295.70
						INVOICE TOTAL:	295.70
						VENDOR TOTAL:	295.70
B0202	BP						
604947	07/06/14	01	ACCT 590-200-899-3 - GASOLINE	01516601		07/15/14	2,189.33
						INVOICE TOTAL:	2,189.33
						VENDOR TOTAL:	2,189.33
B0816	BETTER BUSINESS PLANNING						
23292FSA	07/03/14	01	FSA ADMIN FEE JULY 2014	01566309		07/15/14	15.00
		02	FSA ADMIN FEE JULY 2014	50506309			15.00
						INVOICE TOTAL:	30.00
23293 HRA	07/03/14	01	HRA ADMIN FEE SVC JULY 2014	01566309		07/15/14	67.50
						INVOICE TOTAL:	67.50
						VENDOR TOTAL:	97.50
C0031	CINTAS FIRE PROTECTION CORP						
F9400080669	06/20/14	01	W&S/WELL 10 6/1-8/31/14	50596406		07/15/14	401.70
		02		** COMMENT **			
						INVOICE TOTAL:	401.70
						VENDOR TOTAL:	401.70
C0035	CIPHER TECHNOLOGY SOLUTIONS IN						
CTS14-281	06/18/14	01	W&S/FIRE ALARM INSPCTWELL10-11	50596406		07/15/14	320.00
						INVOICE TOTAL:	320.00
						VENDOR TOTAL:	320.00
C0036	CONSTELLATION						

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C0036	CONSTELLATION						
159048560001	07/03/14	01	W&S/0399050054ENRGY6/2-6/30/14	50606511		07/15/14	138.05
		02	W&S/0399050054DLVRY6/2-6/30/14	50606511			1,148.70
						INVOICE TOTAL:	1,286.75
						VENDOR TOTAL:	1,286.75
C0351	COFFMAN TRUCK SALES INC						
885110	06/20/14	01	W&S/VEHICLE REPAIRS TRK 206	50596407		07/15/14	149.73
						INVOICE TOTAL:	149.73
						VENDOR TOTAL:	149.73
C0361	COM ED						
062414N	06/24/14	01	S&P/7090127000 LIGHTS5/21-6/23	01536511		07/15/14	60.72
						INVOICE TOTAL:	60.72
070714O	07/07/14	01	S&P/9369045017LIGHTS6/4-7/3/14	01536511		07/15/14	2.58
						INVOICE TOTAL:	2.58
						VENDOR TOTAL:	63.30
C0362	COMMONWEALTH EDISON						
070214E	07/08/14	01	W/1581052012 WH5 6/2-7/1/14	50606511		07/15/14	172.59
						INVOICE TOTAL:	172.59
070214F	07/02/14	01	W/1713098046 WH 7 6/2-7/1/14	50606511		07/15/14	221.74
						INVOICE TOTAL:	221.74
070214G	07/02/14	01	W/2073094061 WH8 6/2-7/1/14	50606511		07/15/14	107.05
						INVOICE TOTAL:	107.05
070214H	07/02/14	01	W/2151031026 WH 3 6/2-7/1/14	50606511		07/15/14	195.60
						INVOICE TOTAL:	195.60
070314	07/03/14	01	W/0039152077WH66/2-7/1	50606511		07/15/14	52.73
						INVOICE TOTAL:	52.73

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C0362 COMMONWEALTH EDISON							
070314A	07/03/14	01	S/0789114021LS56/2-7/1/14	50656511		07/15/14	110.72
						INVOICE TOTAL:	110.72
070314C	07/03/14	01	S/1209054036LS6/2-7/1/14	50656511		07/15/14	57.36
						INVOICE TOTAL:	57.36
070314D	07/03/14	01	S/1311106047LS7 6/2-7/1/14	50656511		07/15/14	101.88
						INVOICE TOTAL:	101.88
070314I	07/03/14	01	S/2295116015LS4 6/2-7/1/14	50656511		07/15/14	248.59
						INVOICE TOTAL:	248.59
070314J	07/03/14	01	W/2763123040WH46/2-7/1/14	50606511		07/15/14	117.23
						INVOICE TOTAL:	117.23
						VENDOR TOTAL:	1,385.49
E0394 CLAESSON JANITORIAL SERVICE							
5256	06/27/14	01	BM/JANITORIAL SERVICES	01546406		07/15/14	837.50
		02	W&S/JANITORIAL SERVICES	50596406			412.50
						INVOICE TOTAL:	1,250.00
						VENDOR TOTAL:	1,250.00
D0421 DREYER MEDICAL CLINIC							
25754989	06/03/14	01	STR/DRUG SCREEN - JW	01536306		07/15/14	55.00
						INVOICE TOTAL:	55.00
25783786	06/10/14	01	STR/PREEMPLOYMENT EXAM JW	01536306		07/15/14	65.00
						INVOICE TOTAL:	65.00
25789430	06/10/14	01	STR/LIFT TEST JW	01536306		07/15/14	80.00
						INVOICE TOTAL:	80.00
						VENDOR TOTAL:	200.00

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F0012	RANDALL ERICKSON						
2014707	07/07/14	01	CD/76 INSPECT 6/23-7/6/14	01556309		07/15/14	3,040.00
						INVOICE TOTAL:	3,040.00
						VENDOR TOTAL:	3,040.00
F0013	WRIGHT EXPRESS FSC						
37288447	06/30/14	01	POL/GASOLINE JUNE 14	01516601		07/15/14	1,902.15
						INVOICE TOTAL:	1,902.15
37315402	06/30/14	01	W&S/GASOLINE JUNE 14	50596601		07/15/14	2,037.42
		02	CD/GASOLINE JUNE 14	01556601			114.06
		03	FIN/GASOLINE JUNE 14	01566601			67.65
						INVOICE TOTAL:	2,219.13
37318871	06/30/14	01	S&P/GASOLINE JUNE 14	01536601		07/15/14	418.78
		02	S&P/GASOLINE JUNE 14	01546601			928.93
						INVOICE TOTAL:	1,347.71
						VENDOR TOTAL:	5,468.99
F0602	4 SEASONS LANDSCAPING PLUS, INC						
5380B	06/25/14	01	S&P/LANDSCAPING AT 140 MUNICPL	30507002		07/15/14	4,790.00
						INVOICE TOTAL:	4,790.00
5381B	06/25/14	01	S&P/LANDSCAPING AT 160 MUNICIP	30507002		07/15/14	3,828.00
						INVOICE TOTAL:	3,828.00
5386B	07/02/14	01	S&P/LANDSCAPING AT 140 MUNICIP	30507002		07/15/14	420.00
		02	S&P/LANDSCAPING AT 160 MUNICIP	30507002			420.00
						INVOICE TOTAL:	840.00
						VENDOR TOTAL:	9,458.00
F0608	FOX METRO WATER RECLAMATION						
070714	07/07/14	01	1005 FOREST TRL		** COMMENT **	07/15/14	

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F0608	FOX METRO WATER RECLAMATION						
070714	07/07/14	02	708 RIDGEVIEW LN	** COMMENT **		07/15/14	
070714	07/07/14	03	756 RIDGEVIEW LN	** COMMENT **		07/15/14	
070714	07/07/14	04	792 INDIGO DR	** COMMENT **		07/15/14	
070714	07/07/14	05	823 SNOW ST	** COMMENT **		07/15/14	
070714	07/07/14	06	CD/WATER INSP-JUNE 2014	01556309		07/15/14	100.00
						INVOICE TOTAL:	100.00
						VENDOR TOTAL:	100.00
G1123	GRAINCO FS, INC.						
20690	05/16/14	01	S&P/LAWN MOWER TIRE	01546617		07/15/14	155.07
						INVOICE TOTAL:	155.07
						VENDOR TOTAL:	155.07
H0006	HARRIS COMPUTER SYSTEMS						
XT00004443	06/30/14	01	W&S/ICONNECT HOSTING JUNE 2014	50506307		07/15/14	208.56
						INVOICE TOTAL:	208.56
						VENDOR TOTAL:	208.56
I0012	ILEAS						
07012014	07/01/14	01	POL/2014 ANNUAL MEMBERSHIP DUE	01516208		07/15/14	120.00
						INVOICE TOTAL:	120.00
						VENDOR TOTAL:	120.00
I0950	ILLINOIS EPA						
2014-2015	06/23/14	01	S&P/ANNUAL NPDES PERMIT FEE	01536309		07/15/14	1,000.00
						INVOICE TOTAL:	1,000.00
						VENDOR TOTAL:	1,000.00

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I0966	ILLINOIS ASSOCIATION OF						
2014-169	06/27/14	01	POL/ILACP TRAINING CONF	01516208		07/15/14	325.00
						INVOICE TOTAL:	325.00
						VENDOR TOTAL:	325.00
I2227	ILLINOIS STATE POLICE						
07-0799B	07/07/14	01	SEX OFFENDER REGISTRATION FUND	01516309		07/15/14	30.00
						INVOICE TOTAL:	30.00
						VENDOR TOTAL:	30.00
I2228	IL OFFICE OF ATTORNEY GENERAL						
07-0799C	07/07/14	01	SEX OFFENDER FUND 0958	01516309		07/15/14	30.00
						INVOICE TOTAL:	30.00
						VENDOR TOTAL:	30.00
I1030	JIMS TRUCK INSPECTION & REPAIR						
150910	04/14/14	01	BM/INSPECTION UNIT 308	01546407		07/15/14	25.00
		02	W&S/INSPECTION TRK 15	50596407			25.00
						INVOICE TOTAL:	50.00
						VENDOR TOTAL:	50.00
K0017	KONICA MINOLTA PREMIER FINANCE						
256234576	06/23/14	01	ADM/COPIER LEASE JULY 14 47.9%	01506402		07/15/14	239.30
		02	UB/COPIER LEASE JULY 14 16.0%	50506402			79.75
		03	POL/COPIER LEASE JULY 14 36.1%	01516402			180.95
		04	S&P/COPIER LEASE JULY 14 15.0%	01536402			43.20
		05	BM/COPIER LEASE JULY 14 2.0%	01546402			5.76
		06	CD/COPIER LEASE JULY 14 70.0%	01556402			201.60
		07	W&S/COPIER LEASE JULY 14 13.0%	50596402			37.44
						INVOICE TOTAL:	788.00
						VENDOR TOTAL:	788.00

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
K1106 KANE COUNTY RECORDER							
SGRV060614	06/06/14	01	W&S/ LIEN RELEASE 139 ATKINSON	50506309		07/15/14	32.00
						INVOICE TOTAL:	32.00
SGRV062014	06/20/14	01	W&S/LIEN-1172 CIPPEWA TRL	50506309		07/15/14	32.00
						INVOICE TOTAL:	32.00
						VENDOR TOTAL:	64.00
K1321 KONICA MINOLTA BUSINESS							
9000658470	06/14/14	01	S&P/COPIES THRU 6/9/14	01536403		07/15/14	13.97
		02	CD/COPIES THRU 6/9/14	01556403			57.24
		03	W&S/COPIES THRU 6/9/14	50596403			15.41
		04	UB/COPIES THRU 6/9/14	50506403			1.20
		05	PC/COPIES THRU 6/9/14	01576403			1.12
		06	EDC/COPIES THRU 6/9/14	01556403			7.25
						INVOICE TOTAL:	96.19
9000684723	06/30/14	01	ADM/COPIES THRU 5/31/14	01506403		07/15/14	6.39
		02	POL/COPIES THRU 5/31/14	01516403			306.32
		03	CD/COPIES THRU 5/31/14	01556403			0.18
		04	FIN/COPIES THRU 5/31/14	01566403			40.99
		05	UB/COPIES THRU 5/31/14	50506403			71.22
		06	BOARD/COPIES THRU 5/31/14	01576403			126.30
						INVOICE TOTAL:	551.40
						VENDOR TOTAL:	647.59
L0009 LEXIPOL LLC							
10784A	04/01/14	01	POL/LAW ENFORCEMENT POLICY	01516309		07/15/14	2,450.00
						INVOICE TOTAL:	2,450.00
10784B	04/01/14	01	POL/DTB SUBSCRPT SRVCES	01516309		07/15/14	2,000.00
						INVOICE TOTAL:	2,000.00
						VENDOR TOTAL:	4,450.00

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M0009	METRO WEST COG						
1852	06/27/14	01	BOARD/METRO WEST BBQ	01576208		07/15/14	150.00
						INVOICE TOTAL:	150.00
						VENDOR TOTAL:	150.00
M0020	MARS COMPANY						
147232	06/19/14	01	W&S/TRANSMITTERS AND PARTS	50606603		07/15/14	1,050.81
						INVOICE TOTAL:	1,050.81
						VENDOR TOTAL:	1,050.81
M0024	MCHENRY ANALYTICAL WATER						
314514	06/19/14	01	W&S/WATERSAMPLES IRON FLOURIDE	50606311		07/15/14	90.00
		02	W&S/WATERSAMPLES TRHALOMETHANE	50606311			192.00
		03	W&S/WATERSAMPLES HALOACETIC AC	50606311			240.00
						INVOICE TOTAL:	522.00
314632	06/27/14	01	W&S/WATERSAMPLES RADIUM GROSS	50606311		07/15/14	360.00
						INVOICE TOTAL:	360.00
						VENDOR TOTAL:	882.00
M1316	MID AMERICAN WATER						
94819A	06/18/14	01	W&S/TRANSMITTERS	50606603		07/15/14	6,912.00
						INVOICE TOTAL:	6,912.00
						VENDOR TOTAL:	6,912.00
M1371	MICKEY, WILSON, WEILER,						
5125	07/01/14	01	LEGAL SERVICES JUNE 2014	01506301		07/15/14	45.00
						INVOICE TOTAL:	45.00
51522	07/01/14	01	LEGAL SERVCIES JUNE 2014	01506301		07/15/14	500.00
						INVOICE TOTAL:	500.00

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M1371	MICKEY, WILSON, WEILER,						
51523	07/01/14	01	LEGAL SERVICES JUNE 2014	01556301		07/15/14	1,375.00
		02	LEGAL SERVICES JUNE 2014	01516301			420.00
						INVOICE TOTAL:	1,795.00
51524	07/10/14	01	LEGAL SERVICES - JUNE 2014	01516301		07/15/14	690.00
						INVOICE TOTAL:	690.00
51526	07/01/14	01	LEGAL SERVICES JUNE 2014	01556301		07/15/14	258.50
						INVOICE TOTAL:	258.50
51527	07/10/14	01	LEGAL SERVICES JUNE 2014	01556301		07/15/14	172.45
						INVOICE TOTAL:	172.45
51528	07/10/14	01	LEGAL SERVICES JUNE 2014	01506301		07/15/14	105.00
						INVOICE TOTAL:	105.00
51529	07/10/14	01	LEGAL SERVICES JUNE 2014	35556301		07/15/14	1,375.00
						INVOICE TOTAL:	1,375.00
51530	07/10/14	01	LEGAL SERVICES JUNE 2014	30506301		07/15/14	930.00
						INVOICE TOTAL:	930.00
						VENDOR TOTAL:	5,870.95
M1380	MENARDS - YORKVILLE						
75977	07/02/14	01	STR/RATCHET STRAPS	01536603		07/15/14	19.99
		02	BM/REFRIGERATOR	01546403			655.96
						INVOICE TOTAL:	675.95
						VENDOR TOTAL:	675.95
M8019	MEDIACOM						
062014	06/20/14	01	IT/MEDIACOM INTERNET HS PDLEAD	01496307		07/15/14	179.85
		02	ACCT 8384912280090429	** COMMENT **			
						INVOICE TOTAL:	179.85
						VENDOR TOTAL:	179.85

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N0280	NCPERS GROUP LIFE INSURANCE						
41660714	06/23/14	01	SUPPLEMENTAL LIFE INS -JULY 20	01002180		07/15/14	112.00
						INVOICE TOTAL:	112.00
77040714	06/23/14	01	SUPPLEMENTAL LIFE INS JULY2014	01002180		07/15/14	16.00
		02	BARNA, TOM	** COMMENT **			
						INVOICE TOTAL:	16.00
						VENDOR TOTAL:	128.00
N1414	NORTH EAST MULTI-REGIONAL						
179512	03/28/14	01	POL/ANNUAL MEMBERSHIP	01516208		07/15/14	1,260.00
						INVOICE TOTAL:	1,260.00
184910	07/03/14	01	POL/FIELD TRAINING CLASS BRUNO	01516208		07/15/14	255.00
						INVOICE TOTAL:	255.00
						VENDOR TOTAL:	1,515.00
N1415	NICOR GAS						
062714	06/27/14	01	W&S/9687293490 4 LS8 5/29-624	50656510		07/15/14	25.05
						INVOICE TOTAL:	25.05
						VENDOR TOTAL:	25.05
N1444	NORTH AMERICAN SALT CO.						
71182409	06/16/14	01	W&S/SALT WELL #10	50606607		07/15/14	2,809.97
						INVOICE TOTAL:	2,809.97
71183933	07/08/14	01	W&S/SALT WELL #10	50606607		07/15/14	2,588.45
						INVOICE TOTAL:	2,588.45
						VENDOR TOTAL:	5,398.42
O0005	ORKIN INC.						
95217099	07/03/14	01	BM/VH MONTHLY SERVICE	01546406		07/15/14	65.60
						INVOICE TOTAL:	65.60

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00005	ORKIN INC.						
95217102	07/03/14	01	BM/PW MONTHLY SERVICE 50%	01546406		07/15/14	51.02
		02	W&S/PW MONTHLY SERVICE 50%	50596406			51.01
						INVOICE TOTAL:	102.03
						VENDOR TOTAL:	167.63
01520	THE OFFICE WORKS						
235183I	07/08/14	01	POL/BINDERS/FILE FOLDERS/PAD	01516613		07/15/14	73.92
		02	FIN/INDEX SHEETS	01566613			7.77
		03	W&S/INDEX SHEETS	50506613			7.77
						INVOICE TOTAL:	89.46
						VENDOR TOTAL:	89.46
01534	OTTOSEN BRITZ KELLY						
72631	06/03/14	01	POL/REVIEW RULES & PREPARE MEM	01576518		07/15/14	92.50
						INVOICE TOTAL:	92.50
						VENDOR TOTAL:	92.50
01535	ORLEANS RHIL						
2014303	03/03/14	01	CD/REF ESCRO FOR STORM SEWER	01002359		07/15/14	4,140.00
		02	WATER SRVCE @279 DUNHAM DR	** COMMENT **			
						INVOICE TOTAL:	4,140.00
2014610	07/10/14	01	CD/REFESCROWFINALGRADE	01002359		07/15/14	9,200.00
		02	279 DUNHAM DR LOT 57	** COMMENT **			
						INVOICE TOTAL:	9,200.00
2014619	06/19/14	01	CD/REF ESCROW FOR FINA LGRAD	01002359		07/15/14	3,000.00
		02	892 SNOW ST LOT 90	** COMMENT **			
						INVOICE TOTAL:	3,000.00
2014626	06/26/14	01	CD/REFESCROW FOR FINAL GRADING	01002359		07/15/14	6,080.00

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01535	ORLEANS RHIL						
2014626	06/26/14	02	542 SNOW ST LOT 58 PG		** COMMENT **	07/15/14	
						INVOICE TOTAL:	6,080.00
						VENDOR TOTAL:	22,420.00
00006	PADDOCK PUBLICATIONS INC						
651372-70614	07/06/14	01	ADM/5-14 THRU 7-14 SUBSCRPTION	01506608		07/15/14	25.00
						INVOICE TOTAL:	25.00
						VENDOR TOTAL:	25.00
00017	PIRELLI TIRE LLC						
06302014	06/30/14	01	POL/TIRES	01516407		07/15/14	420.00
						INVOICE TOTAL:	420.00
						VENDOR TOTAL:	420.00
00001	RADCO COMMUNICATIONS, INC.						
79999	07/03/14	01	POL/SERVICE ON SQUADS 42,44,46	01516403		07/15/14	176.40
						INVOICE TOTAL:	176.40
						VENDOR TOTAL:	176.40
00212	BEDAL HEATING & COOLING						
14281	06/23/14	01	BM/AC UNIT MAINT 160 MUNICIP	30507002		07/15/14	467.00
						INVOICE TOTAL:	467.00
						VENDOR TOTAL:	467.00
01813	RICH'S AUTO SERVICE						
06082014	06/08/14	01	POL/OIL/FILTER/SQUAD 45	01516407		07/15/14	41.40
						INVOICE TOTAL:	41.40
06162014	06/16/14	01	POL/FOGLIGHT BULBS/SQUAD 48	01516407		07/15/14	42.40
						INVOICE TOTAL:	42.40

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R1813	RICH'S AUTO SERVICE						
06232014A	06/23/14	01	POL/TPMS SENSOR/CHANGETIRES 45	01516407		07/15/14	98.00
						INVOICE TOTAL:	98.00
06232014B	06/23/14	01	POL/BRAKE PADS/ROTORS/SQUAD 49	01516407		07/15/14	362.55
						INVOICE TOTAL:	362.55
						VENDOR TOTAL:	544.35
R1835	RENTAL MAX						
29612-3	06/17/14	01	W&S/ROLLER FOR SUGAR LN REPAIR	50606402		07/15/14	310.75
						INVOICE TOTAL:	310.75
						VENDOR TOTAL:	310.75
R1844	RIVER VIEW FORD, INC.						
114157	06/12/14	01	W&S/REPAIR PARTS TRK #1	50596407		07/15/14	117.46
						INVOICE TOTAL:	117.46
						VENDOR TOTAL:	117.46
S0045	SHAW SUBURBAN MEDIA						
950750	06/24/14	01	BOARD/PREVAILING WAGE	01576503		07/15/14	76.20
						INVOICE TOTAL:	76.20
						VENDOR TOTAL:	76.20
S0047	SMITH AMUNDSEN LLC						
444048	07/02/14	01	ADM/LEGALSRVS JUNE 2014	01516301		07/15/14	240.00
						INVOICE TOTAL:	240.00
444050	07/02/14	01	POL/LEGAL SRVS JUNE 2014	01516301		07/15/14	264.33
						INVOICE TOTAL:	264.33
						VENDOR TOTAL:	504.33
S1954	STEINER ELECTRIC						

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S1954	STEINER ELECTRIC						
4725740.001	06/24/14	01	S&P/STREET LIGHTS PARTS	01536610		07/15/14	105.27
						INVOICE TOTAL:	105.27
						VENDOR TOTAL:	105.27
S1961	STEVEN'S SILK SCREENING						
7265	06/30/14	01	BOARD/LOGO WEAR	01576209		07/15/14	225.00
		02	ADMIN/LOGO WEAR	01506209			30.00
		03	CD/LOGO WEAR	01556209			30.00
		04	FIN/LOGO WEAR	01566209			30.00
		05	PD/LOGO WEAR	01516209			30.00
		06	PW/LOGO WEA R	50596209			30.00
						INVOICE TOTAL:	375.00
						VENDOR TOTAL:	375.00
S8038	SUGAR GROVE CORN BOIL, NFP						
2014FIREWORKS	07/10/14	01	20130039 LAND RENTA L INV	01003820		07/15/14	-1,200.00
		02	BOARD/2014 FIREWORKS DONATION	01576515			2,500.00
						INVOICE TOTAL:	1,300.00
						VENDOR TOTAL:	1,300.00
T0001454	AC PAVEMENT STRIPING CO						
1299692	07/08/14	01	W&S/HYDRANT REFUND SN 1299692	50003610		07/15/14	789.44
						INVOICE TOTAL:	789.44
						VENDOR TOTAL:	789.44
T0001455	SIGNS NOW						
20141437	07/10/14	01	CD/REFUND DUP CONTRACTOR FEE	01003291		07/15/14	150.00
						INVOICE TOTAL:	150.00
						VENDOR TOTAL:	150.00
T0001456	PRO BUILT RESTORATION LLC						

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T0001456 PRO BUILT RESTORATION LLC							
2419	07/08/14	01	CD/REFUND DUPLICATE CONTRACTR	01003291		07/15/14	150.00
						INVOICE TOTAL:	150.00
						VENDOR TOTAL:	150.00
T0001457 WINDSTONE HOA							
60441279	07/09/14	01	W&S/HYDRANT REFUND SN60441279	50003610		07/15/14	489.66
						INVOICE TOTAL:	489.66
						VENDOR TOTAL:	489.66
T0001458 CHRIS ITO							
062214	06/22/14	01	S&P/MAILBOX REPLCMNT 919 ABBEY	01536606		07/15/14	17.80
						INVOICE TOTAL:	17.80
						VENDOR TOTAL:	17.80
T0009 TERRA CARE ENTERPRISES INC.							
4189	06/14/14	01	CD/MOW 6/10/14 1970 FAYS	01556309		07/15/14	377.50
						INVOICE TOTAL:	377.50
4190	06/14/14	01	CD/MOW 6/12/14 234 GROVE ST	01556309		07/15/14	135.00
						INVOICE TOTAL:	135.00
4191	06/14/14	01	CD/MOW 6/12/14 620 CHERRY	01556309		07/15/14	90.00
						INVOICE TOTAL:	90.00
4192	06/14/14	01	CD/MOW 6/12/14 243 MEADOWS	01556309		07/15/14	90.00
						INVOICE TOTAL:	90.00
4193	06/14/14	01	CD/MOW 6/12/14 215 S STATE RT	01556309		07/15/14	135.00
						INVOICE TOTAL:	135.00
4194	06/14/14	01	CD/6/10/14 1149 DORR DR	01556309		07/15/14	90.00
						INVOICE TOTAL:	90.00

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0009	TERRA CARE ENTERPRISES INC.						
4195	06/14/14	01	CD/MOW 6/13/14 LIBRARY EASMENT	01556309		07/15/14	180.00
						INVOICE TOTAL:	180.00
4196	06/14/14	01	CD/MOW 5/23/14 PARCEL GH&J HAN	01556309		07/15/14	337.50
						INVOICE TOTAL:	337.50
4197	06/14/14	01	CD/MOW 6/5/14 LANDINGS LOT 5	01556309		07/15/14	185.00
						INVOICE TOTAL:	185.00
4198	06/14/14	01	CD/MOW 6/5/14 LANDINGS LOT 6	01556309		07/15/14	185.00
						INVOICE TOTAL:	185.00
4199	06/14/14	01	CD/MOW 6/5/14 LANDINGS LOT 7	01556309		07/15/14	185.00
						INVOICE TOTAL:	185.00
4200	06/14/14	01	CD/MOW 6/5/14 LANDINGS LOT 1	01556309		07/15/14	255.00
						INVOICE TOTAL:	255.00
4201	06/14/14	01	CD/MOW 6/5/14 LANDING LOT 2	01556309		07/15/14	255.00
						INVOICE TOTAL:	255.00
4202	06/14/14	01	CD/MOW 6/5/14 LANDINGS OFFICE	01556309		07/15/14	87.50
						INVOICE TOTAL:	87.50
4203	06/14/14	01	CD/MOW 6/5/14 LANDINGS OFFICE	01556309		07/15/14	87.50
						INVOICE TOTAL:	87.50
4204	06/14/14	01	CD/MOW 6/6/14 LANDINGS OFFICE	01556309		07/15/14	110.00
						INVOICE TOTAL:	110.00
4207	06/14/14	01	CD/MOW 6/9/14 LOT 17 SGCENTER	01556309		07/15/14	270.00
						INVOICE TOTAL:	270.00
						VENDOR TOTAL:	3,055.00

0012 THIRD MILLENNIUM

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T0012	THIRD MILLENNIUM						
17111	06/30/14	01	W&S/PRINTING & MAILING JULY14	50506309		07/15/14	792.67
						INVOICE TOTAL:	792.67
						VENDOR TOTAL:	792.67
T8036	TREASURER OF THE STATE OF IL						
07-0799A	07/07/14	01	POL/SOMB FUND-	01516309		07/15/14	5.00
						INVOICE TOTAL:	5.00
						VENDOR TOTAL:	5.00
W2315	WASTE MANAGEMENT						
3363094-2011-3	07/01/14	01	REFUSE COLLECTION JUNE 2014	57506513		07/15/14	62,674.84
						INVOICE TOTAL:	62,674.84
						VENDOR TOTAL:	62,674.84
W2330	WHOLESALE TIRE CO						
148319	06/18/14	01	CD/SWAY BAR LINKS CD-4	01556407		07/15/14	229.33
						INVOICE TOTAL:	229.33
						VENDOR TOTAL:	229.33
W2515	YORKVILLE NAPA AUTO PARTS						
77590	06/12/14	01	W&S/BALL JOINT & TIE ROD	50596617		07/15/14	757.45
		02	W&S/OIL FILTERS	50596617			229.86
		03	S&P/OIL FILTERS	01536617			160.90
		04	BM/OIL FILTERS	01546617			68.96
						INVOICE TOTAL:	1,217.17
77645	06/13/14	01	CD/REARBRAKEDRUM06DAKOTA	01556407		07/15/14	154.00
						INVOICE TOTAL:	154.00
78027	06/18/14	01	W&S/ALUM MANIFOLD GAUGE SET	50596617		07/15/14	122.29

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Y2515	YORKVILLE NAPA AUTO PARTS						
78027	06/18/14	02	S&P/ALUMANIFOLD GAUGE SET	01536617		07/15/14	85.60
		03	BM/ALUM MANIFOLD GAUGE SET	01546617			36.69
						INVOICE TOTAL:	244.58
78292	06/20/14	01	W&S/CARSCANOBD1ABSSRS	50596617		07/15/14	249.50
		02	S&P/CARSCANOBD1ABSSRS	01536617			174.65
		03	BM/CARSCANOBD1ABSSRS	01536617			74.85
						INVOICE TOTAL:	499.00
						VENDOR TOTAL:	2,114.75
						TOTAL ALL INVOICES:	157,063.98



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

ORDINANCE NO. 2014-0715

**AN ORDINANCE AMENDING TITLE 11, OF THE VILLAGE CODE
CONCERNING THE ZONING LAWS OF THE
VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS
(COMMERCIAL OR TRADE SCHOOLS)**

Adopted by the
Board of Trustees and President
of the Village of Sugar Grove
this 15th day of July, 2014.

Published in Pamphlet Form
by authority of the Board of Trustees
of the Village of Sugar Grove, Kane County,
Illinois, this 15th day of July, 2014.

ORDINANCE NO. 2014-0715

**AN ORDINANCE AMENDING TITLE 11, OF THE VILLAGE CODE
CONCERNING THE ZONING LAWS OF THE
VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS
(COMMERCIAL OR TRADE SCHOOLS)**

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

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

WHEREAS, the Village of Sugar Grove currently maintains zoning restrictions on the use of land within the Village; and,

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

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

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

SECTION ONE: ORDINANCE SECTIONS CREATED / AMENDED

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

Section 11-8-5-B.

Delete the following:

Commercial or trade schools (dance studios, music schools or martial arts)

Add the following, in alphabetical order:

Schools, commercial or trade, including those teaching music, dance, performance, martial arts, and business, commercial or technical subjects.

Section 11-9A-2-B.

Delete the following:

Schools, commercial or trade, including those teaching music, dance, business, commercial or technical subjects.

Add the following, in alphabetical order:

Schools, commercial or trade, including those teaching music, dance, performance, martial arts, and business, commercial or technical subjects.

Section 11-10-2-A

Delete the following:

Commercial or trade schools, including those teaching dance, music, martial arts, business, commercial or technical subjects.

Add the following, in alphabetical order:

Schools, commercial or trade, including those teaching business, commercial or technical subjects.

Schools teaching dance, music, performance, and martial arts, subject to the additional standards and criteria in Section 11-10-2-D-1.

Section 11-10A-2-A

Delete the following:

Commercial or trade schools, including those teaching dance, music, martial arts, business, commercial or technical subjects.

Add the following, in alphabetical order:

Schools, commercial or trade, including those teaching business, commercial or technical subjects.

Schools teaching dance, music, performance, and martial arts, subject to the additional standards and criteria in Section 11-10A-2-D-1.

That the following Sub-section(s) of Title 11 of the Village Code of Ordinances are hereby added and shall be and read as follows:

Section 11-10-2-D

D. Additional Standards and Criteria for Specific Uses:

1. Schools teaching music, dance, performance, and martial arts:
 - a. Shall not be located in the same building or on the same lot with any use permitted in the district that involves assembly, fabricating, production, processing or manufacturing activities;
 - b. Performances on the premises shall not occur without the written approval of the Community Development Director.

Section 11-10A-2-D

D. Additional Standards and Criteria for Specific Uses:

- 1. Schools teaching music, dance, performance, and martial arts:
 - a. Shall not be located in the same building or on the same lot with any use permitted in the district that involves assembly, fabricating, production, processing or manufacturing activities;
 - b. Performances on the premises shall not occur without the written approval of the Community Development Director.

SECTION TWO: GENERAL PROVISIONS

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

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 15th day of July, 2014.

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

ATTEST:

Cynthia L. Galbreath
 Clerk, Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Robert E. Bohler	___	___	___	___
Trustee Kevin M. Geary	___	___	___	___
Trustee Sean Herron	___	___	___	___
Trustee Mari Johnson	___	___	___	___
Trustee David Paluch	___	___	___	___
Trustee Thomas Renk	___	___	___	___
Trustee Ron Montalto	___	___	___	___
President P. Sean Michels	___	___	___	___

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR
MIKE FERENCAK, VILLAGE PLANNER
SUBJECT: ORDINANCE: ZONING ORDINANCE TEXT AMENDMENT TO ADD
COMMERCIAL OR TRADE SCHOOLS AS A PERMITTED USE IN THE
M-1 LIMITED MANUFACTURING DISTRICT
AGENDA: JULY 15, 2014 REGULAR MEETING
DATE: JULY 10, 2014

ISSUE

Should the Village Board amend the zoning ordinance to add commercial or trade schools as a permitted use in the M-1 Limited Manufacturing District.

DISCUSSION

At the last regular meeting, the Board requested an additional change to the proposed amendment. Specifically, the Board wanted to add a provision that allowed the Community Development Director to grant relief for isolated instances of conflicts with the parking requirements for performances associated with the art, music and performance schools. The revised amendment is attached and included in the adoption ordinance.

COST

The public hearing notice was published in a local newspaper and cost the Village approximately \$100.

RECOMMENDATION

That the Board adopts Ordinance 2014-0715_, An Ordinance Amending Title 11 of the Village Code concerning zoning laws as to commercial or trade schools.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PRE-CONCEPT DISCUSSION: INDUSTRIAL SUBDIVISION
(TRIUMPH CONSTRUCTION SERVICES CORPORATION)
AGENDA: JULY 15, 2014 VILLAGE BOARD COMMITTEE OF THE WHOLE
MEETING
DATE: JULY 11, 2014

ISSUE

Village Board review of a pre-concept plan for a proposed development by Triumph Construction Services Corporation located along Municipal Drive between Galena Boulevard and US 30.

DISCUSSION

Triumph Construction Services Corporation and Frank Wiedner propose to develop a light industrial park on the property commonly known as the Weidner property along Municipal Drive between Galena Boulevard and US 30.

Triumph wants to develop small industrial buildings on the subject property. The typical building would be in the range of 40,000 square feet to 200,000 square feet in area and have manufacturing/assembly space and an office component, loading docks but no outdoor storage. While warehouse activity could be associated with some uses that may locate in these buildings the proposed lots and buildings would be too small to accommodate logistics uses (distribution facilities).

The developers see an opportunity in the market for small industrial buildings and the location of the property relative to three state highways and convenient access to the Interstate system makes this property extremely marketable. Triumph has developed similar projects in Elgin and Bartlett and elsewhere. They have built several of the more recent industrial buildings in the Heartland Industrial Park in Sugar Grove.

The proximity to US 30, IL 47 and IL 56 will support the proposed land use. The state highways are designated truck routes and provide convenient connections to the interstate system. The proposed road network is logical and accommodates the most efficient means of subdividing and developing the property.

The proposal covers the western portion of the property located between US 30, Municipal, Galena and IL 47. The IL 47 frontage, which is under different ownership, would remain reserved for commercial/retail development. The center portion could accommodate light industrial, commercial/retail, or another appropriate use.

The Village's Comprehensive Plan Future Land Use Plan designates the subject property as "Corridor Commercial." The Land Use Plan will need to be amended prior to approving the necessary zoning for the proposed development.

There are many details that need to be finalized before the project is approved and the concept plan is subject to change as details emerge and come into focus. But Triumph needs an indication of whether the Board supports the project and, if so, what areas of concern need to be considered or addressed if the project moves forward.

ATTACHMENTS

The following documents are attached for your use and information:

1. Location map from Future Land Use Plan Map
2. Concept Plan
3. Triumph Construction Services informational material

COSTS

There are no costs associated with discussing the request.

RECOMMENDATION

If the Board is interested in the proposal, staff recommends that the developer make application for amending the land use plan, rezoning, and PUD approval. If the Board is not interested, the Board needs to express its opinion clearly to the Applicant.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: BRENT M. EICHELBERGER, VILLAGE ADMINISTRATOR
SUBJECT: RESOLUTION: AUTHORIZING ARCHITECTURAL SERVICES FOR 160 S. MUNICIPAL DRIVE - STAR
AGENDA: JULY 15, 2014 REGULAR AGENDA
DATE: JULY 11, 2014

ISSUE

Should the Village hire Williams Interiors/Architects to provide architectural services for the remodeling of the building at 160 S. Municipal Drive.

DISCUSSION

The recently purchased building at 160 S. Municipal Drive is intended to be used for Village storage purposes, with portions of it being made available for lease to start-up or expanding businesses that do not have other viable options in town. The Village has successfully worked with Williams on several projects over the years and staff believes they are best qualified for this project.

The attached proposal lists the specific services to be provided along with anticipated fees. An hourly rate schedule is included should the scope change. Staff continues to refine the scope based on anticipated construction manager role, prospective tenant needs or other factors.

The recommendation for approval is Subject To Attorney Review.

COST

The cost as presented is \$13,050 which can be accommodated in the GF Capital Projects Fund.

RECOMMENDATION

That the Board authorize staff to enter into a Professional Services Proposal with Williams Interiors/Architects at an estimated cost of \$13,500 for architectural services for the building at 160 S. Municipal Drive, Subject To Attorney Review.

6 June 2014
8 July 2014 - Revised

Brent Eichelberger
Village Administrator
Village of Sugar Grove
Sugar Grove, IL. 60554

Re: Interior Design Professional Services Proposal
160 Municipal Drive, Sugar Grove IL. 60554
Tenant Finish Out Drawings – Approx. 2,000 sq.ft.

Dear Mr. Eichelberger:

Thank you for the opportunity to present this proposal to develop space plan drawings for two tenant suites located at 160 Municipal Drive. We understand you would like to develop a tenant space of approximately 1,000 sq.ft. on the south side of the building for a known tenant. In addition to developing a space plan to accommodate this tenant we will develop plans for the remaining 1,000 sq.ft. on the south side of the building for future leasing purposes.

PROPOSED SERVICES / FEES

The following is a listing of proposed services in a menu type fashion, allowing you to review and select applicable services.

Basic Services

	<u>FEES</u>
A. Space Planning	\$750.00
Design space plans for two tenant suites both with approximately 1,000 sq.ft. located on the south side of the building. The requirements of the tenant's suites will be reviewed with the Village and or tenant to ensure the space plan accommodate the user needs. Time is included for one meeting and one revision	
B. Interior design.	\$500.00
Development of one (1) preliminary color scheme. Primary finish materials are limited to carpets, ceramic tiles, paints, wall coverings and laminates. Ceiling designs and lighting will also be reviewed and incorporated as part of the overall design concept for the tenant suite. Floor and wall finish plans will be incorporated into the construction document set for final pricing by contractor.	
C. Construction Documents	\$3,500.00

During this process, Williams Architects/Interiors will take the approved space plan drawings and provide comprehensive plans and specifications for use in bidding and constructing the improvements. We will provide signed and sealed drawings for submittal to the building department for permit review. The following items will be included on the documents:

1. Construction plan noting new partitions. This plan will also include new outlet locations.
2. Reflected Ceiling Plan indicating new lighting fixtures and heating, ventilating and air conditioning (HVAC) diffuser locations
3. Door and hardware schedule.
4. Interior finish schedule – noting material types.
5. Millwork elevations, if required, indicating base and top cabinet standard stock sizes.
6. Mechanical, electrical, plumbing and fire protection work will be limited to locating on the ceiling plan, ceiling mounted diffusers, outlets, fixtures and sprinkler heads respectively.
7. One drawing revision is provided in this proposal to address any village building department review comments.

D. Local Code Review \$300.00

Williams Architects will provide a building code review based on the Village of Sugar Grove accepted building codes for the interior of this facility. Meetings with the Village Building Officials are not anticipated as the space is within a new building presently meeting local codes and the work proposed will not significantly alter the nature of the facility. It is understood that the basic building code parameters, including Americans with Disabilities Act (ADA) for the building exterior have already been satisfied. Exterior design work, including but not limited to design of electrical, mechanical, plumbing, fire protection and storm water management are not included.

E. Bidding and Permitting \$500.00

During this phase we provide print ready documents to the construction manager for distribution to interested bidders. We respond to bidder's questions, issue addenda as necessary. We will also continue to monitor the permit review process and respond in a timely manner with clarifications and updated documents.

F. Construction Administration \$4,500.00

We will visit the site on regular intervals to review the progress of the work and meet with the Village and the construction manager to discuss relevant issues. We have included three scheduled site visits. We will provide written field reports documenting our observations during each visit. We will review shop drawings, submittals, samples, pay requests, requests for information and change orders in a timely manner. As the work concludes, we will walk the site with you and the construction manager to develop a comprehensive punchlist of items to complete. We will issue the Certificate of Substantial Completion. Once we agree the project has been completed, we will issue the Final Certificate of Completion. The construction manager will collect all as-built drawings, warranties and maintenance manuals and review and approve them before forwarding them on to the Village.

G. Engineering

It is assumed the existing HVAC, electrical, plumbing and fire protection systems will be redirected if needed, by the contractor. However, if required Williams Architects can retain qualified engineers in the areas of civil, mechanical, electrical, plumbing and fire suppression to investigate the condition of the existing systems, design engineered systems and provide construction documents

for receiving permits, bidding, and building the work. If the village of Sugar Grove requests these services they are provided under the authority of Williams Architects, their fees will be marked up 15% and invoiced through Williams Architects.

H. Field Verification \$2,000.00

Williams Architects will complete a comprehensive onsite review of the existing conditions to confirm field dimensions, review site conditions and identify if any constraints exist within the space or the project site. We will use the information gathered to create a base building floor plan in AutoCAD. This plan will be used as the basis to create a full set of construction documents files for bidding and construction.

I. Signage \$1,000.00

Williams Interiors will assist with developing concepts for both the interior and exterior signage of the building. Interior signage shall include all code required signs and tenant required signs. In addition, we will work with the Village of Sugar Grove to design a monument sign for the exterior of the building to have the ability to add and remove business names. Williams Interiors will provide the village with a full set of documents for the purpose of bidding and receiving proposal to furnish and install all the signage.

We understand that this facility will be free from environmentally hazardous materials and that our services are focused on interior remodeling efforts. Should the Village of Sugar Grove desire Williams Architects to provide services to assist with repairs and/or maintenance on the exterior walls, roofing, flashing and structural elements of the facility these will be considered an additional service and provided on an hourly basis.

HOURLY RATES

All services shall be provided on an hourly basis at the rates listed below. These rates shall be revised at the beginning of June each year. The following rates shall hold thru 31 May 2015.

RATE TABLE 2014-2015

Principal II.....	\$ 202.00/Hour
Principal I.....	\$ 185.00/Hour
Associate Principal.....	\$ 172.00/Hour
Senior Project Manager.....	\$ 170.00/Hour
Senior Associate.....	\$ 166.00/Hour
Associate / Project Manager.....	\$ 151.00/Hour
Architect III.....	\$ 134.00/Hour
Architect II.....	\$ 123.00/Hour
Architect I.....	\$ 111.00/Hour
Project Coordinator IV.....	\$ 101.00/Hour
Project Coordinator III.....	\$ 92.00/Hour
Project Coordinator II.....	\$ 79.00/Hour
Project Coordinator I.....	\$ 68.00/Hour
Project Technician II.....	\$ 51.00/Hour
Project Technician I.....	\$ 41.00/Hour
Aquatic Engineer II.....	\$ 159.00/Hour
Aquatic Engineer I.....	\$ 121.00/Hour
Director of Marketing.....	\$ 149.00/Hour
Marketing Coordinator.....	\$ 108.00/Hour
Accounting.....	\$ 143.00/Hour

Secretarial	\$ 101.00/Hour
Clerical	\$ 72.00/Hour
Director of Interior Design	\$ 136.00/Hour
Interior Designer V	\$ 106.00/Hour
Interior Designer IV	\$ 88.00/Hour
Interior Designer III.....	\$ 70.00/Hour
Interior Designer II.....	\$ 58.00/Hour
Interior Designer I.....	\$ 42.00/Hour

REIMBURSABLE EXPENSE

In addition to our professional services listed above, we shall also invoice the Village of Sugar Grove for our reimbursable expenses times a 1.15 multiplier.

Reimbursables expenses include project related expenses such as vehicle mileage, tolls & parking, printing & photocopying, photography, renderings, telephone & fax, electronic documentation transfer, postage / messenger / FedEx, meals, permits, project related supplies, etc.

INVOICING

We shall invoice the Village of Sugar Grove on a monthly basis for the work provided in the previous month. Payment is due within thirty days of the date of the invoice. Past due invoices shall be charged interest in accordance with the Illinois Prompt Payment Act.

PROPOSAL QUALIFICATIONS

This proposal is based on the following assumptions and qualifications:

1. The Village shall provide all existing conditions drawings and environmental reports for our use in developing the documents.
2. We include one set of bid documents for our services.
3. The following items or services are not part of our Basic Services, but can be provided as an Additional Service:
 - a. 3D Models / Renderings / Animation.
 - b. Detailed Cost Estimating.
 - c. Meetings beyond those noted herein
 - d. Public Committees / Focus Group Services and Meetings
 - e. Telephone / Computer / Multi-Media and other Special Systems Services.
 - f. Furniture, Fixture and Equipment and Signage Services.
 - g. Structural or Environmental Engineering
 - h. As-Built Documentation.
 - i. Fast track construction (multiple bid releases).
 - j. USGBC LEED Certification services.

CONCLUSION

After you've had a chance to review this proposal, please do not hesitate to contact me to discuss any thoughts or comments you may have. If you are in agreement with the terms of this Letter of Agreement, please sign and date below, and return one original to our office. It is understood that the general terms of this proposal are as per the existing agreement Between Owner and Architect.

Thank you again for considering Williams Architects/ Williams Interiors for the design and construction documents for 160 Municipal Drive. We have truly enjoyed our relationship over the years and look forward to our continued association.

Cordially,



Mark Bushhouse
President / Managing Principal



Carrie Kotera
Williams Interiors

xc: Sonja L. Sporleder / Williams Architects

ACCEPTED BY:

Authorized Representative – The Village Of Sugar Grove (Printed Name and Title)

Authorized Signature – The Village of Sugar Grove

Date

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**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PRE-CONCEPT DISCUSSION: INDUSTRIAL SUBDIVISION
(TRIUMPH CONSTRUCTION SERVICES CORPORATION)
AGENDA: JULY 15, 2014 VILLAGE BOARD COMMITTEE OF THE WHOLE
MEETING
DATE: JULY 10, 2014

ISSUE

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DISCUSSION

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ATTACHMENTS

The following documents are attached for your use and information:

1. Location map from Future Land Use Plan Map
2. Concept Plan
3. Triumph Construction Services informational material

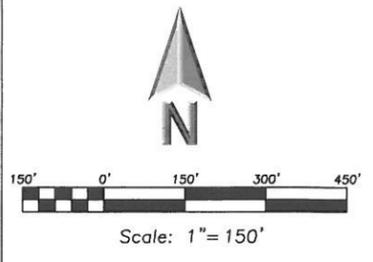
COSTS

There are no costs associated with discussing the request.

RECOMMENDATION

If the Board is interested in the proposal, staff recommends that the developer make application for amending the land use plan, rezoning, and PUD approval. If the Board is not interested, the Board needs to express its opinion clearly to the Applicant.

EEA - A:\Ozzie\Promotional\Sugar Grove\SugarCove_PrelimLandPlan.dwg
 Plotted: 5/28/14 @ 4:10pm By: admin



**ERIKSSON
ENGINEERING
ASSOCIATES, LTD.**

145 COMMERCE DRIVE, SUITE A
 GRAYSLAKE, ILLINOIS 60030
 PHONE: (847) 223-4804
 FAX: (847) 223-4864
 E-MAIL: INFO@EEA-LTD.COM
 PROFESSIONAL DESIGN FIRM
 LICENSE NO. 184-003220
 EXPIRES: 04/30/2013

**INDUSTRIAL PARK
CONCEPTUAL LAND PLAN
SEC U.S. Route 30 and Municipal Drive
Sugar Grove, IL**

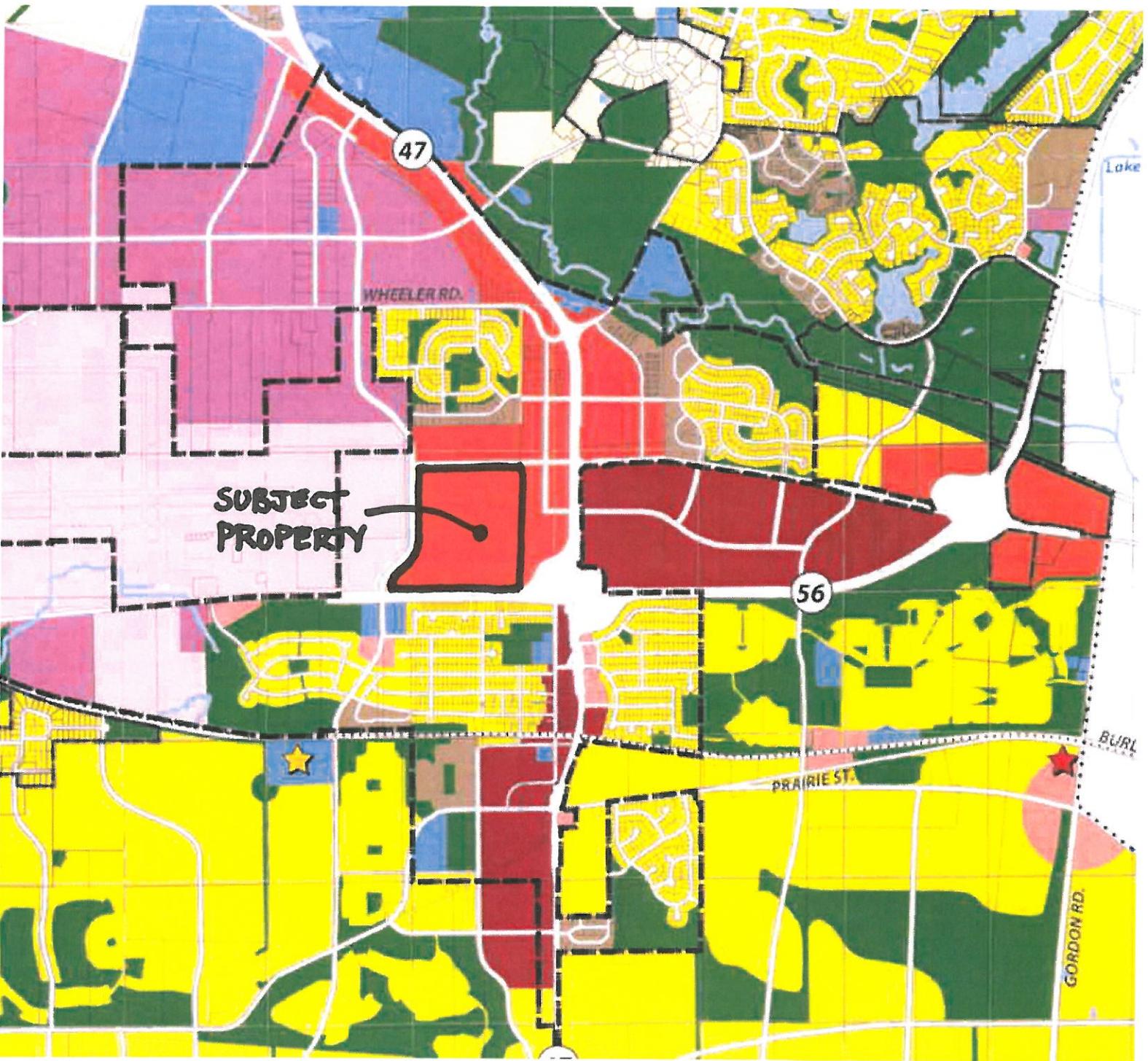
Reserved for Seal:

No.	Date	Description

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 ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.
 Design By: OP Date: 05/28/14
 Approved By: Project No.

Sheet Title:
**Conceptual
Land Plan
Option B**

Sheet No:
LP-1B



**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: HANNAFORD FARM ANNEXATION AGREEMENT AMENDMENT #3
AGENDA: JULY 15, 2014 VILLAGE BOARD COMMITTEE OF THE WHOLE MEETING
DATE: JULY 10, 2014

ISSUE

Shall the Village Board approve an amendment (No. 3) to the Hannaford Farm annexation agreement.

DISCUSSION

Following repossession of the subdivision by the lender and subsequent sale of the undeveloped lots to interested buyers, a new property owner has emerged and desires to amend the current annexation agreement to address the collection of money for completion of the public improvements in the subdivision.

The Board will recall that much of the required public improvements were completed in the subdivision prior to the failure of the original subdivider. The final lift of asphalt and a short list of repairs remain to be completed. The annexation agreement amendment addresses the responsibility of the property owner with respect to funding and completing the necessary public improvements. In short, the new owner will make the improvements with all vacant lot owners sharing in the cost through the continuation of the existing additional fee at permit issuance. A schedule for the completion of the improvements is also provided in the amendment.

The amendment also simplifies the building permit cost at a flat \$16,500 for five years which is consistent current Village policy.

The public hearing for the annexation agreement amendment is scheduled for August 5, 2014.

ATTACHMENTS

A draft amendment No. 3 is attached for your information:

COSTS

Costs associated with preparing the amendment No. 3 will be borne by the applicant.

RECOMMENDATION

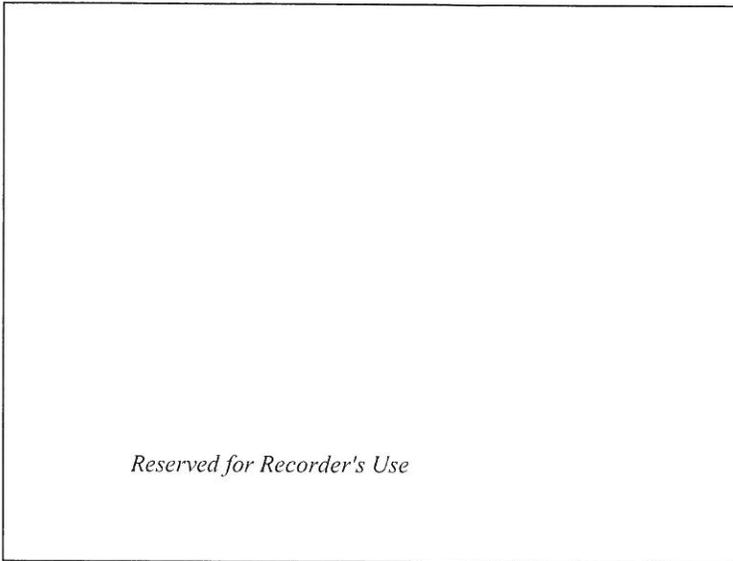
The Village Board should provide staff with direction concerning the draft annexation agreement amendment.

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



3rd Amendment to Annexation Agreement

(Hannaford Farm Subdivision Developer Owned Lots)

This 3rd Amendment to Annexation Agreement (the "Agreement"), is made and entered into this ____ day of _____, 2014, by and between the VILLAGE OF SUGAR GROVE, a municipal corporation (the "VILLAGE"); _____, ("DEVELOPER") and, _____ (the "OWNER") individually referred to as "Party" and collectively referred to as "Parties."

WITNESSETH

WHEREAS, OWNER owns fee simple interest to a portion of the subdivision which is legally described in **EXHIBIT "A"**, attached hereto, consisting of approximately ____ acres, more or less (the "Property") (portions being previously sold or transferred to individual owners); and,

WHEREAS, OWNER owns fee simple interest to the property shown on EXHIBIT A-1; and,

WHEREAS, it is the desire of OWNER and DEVELOPER to amend the annexation agreement to address changes in circumstances since the time of the original agreement was passed and the 1st and 2nd Amendments hereto; and,

WHEREAS, the Parties acknowledge that this Amendment does not affect the rights of other landowners in the subdivision who are not signatories hereto and is only intended confer both rights and duties on the Parties hereto; 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 OWNER/DEVELOPER 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 OWNER/DEVELOPER complies with all obligations of this 3rd Amendment to Annexation Agreement, the Village shall allow the OWNER/DEVELOPER to restart develop on all lots owned listed herein, this Amendment outlining all future obligations for the Property and curing all previous breaches by earlier owners/developers.

WHEREAS, all notices required by law relating to this amended 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 Agreement and pursuant to legal notice have held such hearing thereon all as required by the provisions of the Illinois Compiled Statutes; and,

WHEREAS, in 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 Property as authorized by the provisions of said statutes; and,

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

A) RE-INITIATION OF DEVELOPMENT AFTER BREACH BY EARLIER OWNERS AND DEVELOPERS:

1) **OBLIGATION TO CONSTRUCT IMPROVEMENTS:** The parties acknowledge and agree that substantial amounts of the public improvements have been installed. However, substantial amounts of improvements remain. Additionally, improvements that had been installed, due to time and lack of final completion of the improvements, have deteriorated to the point that repair, rehabilitation and in some cases replacement needs to occur. OWNER/DEVELOPER herein agrees that it is now responsible for said public improvements (either by constructing said improvements or paying the fee in lieu of development delineated below). In order to clarify what remains to be completed, the Parties agree that attached hereto as EXHIBIT AA-1 (Unit 1 Improvements) and EXHIBIT AA-2 (Unit 2 Improvements) are lists of the required improvements that remain, as of the date of the execution of this Amended Agreement. As to Unit 1 and EXHIBIT AA-1 this list is deemed final assuming the work is completed by December 31st, 2014. If said work is not completed by December 31st, 2014 Unit 1 and EXHIBIT AA-1 shall be reviewed again and it is possible

that additional items may be discovered that would necessitate addition to the aforementioned EXHIBIT AA-1. If such additional items are discovered, the OWNER/DEVELOPER agrees to said items being added as determined by the VILLAGE staff. The VILLAGE agrees to consult with OWNER/DEVELOPER as to any additional items and to reasonably consider OWNER/DEVELOPER'S proposed solutions for any such items that may arise. However, the final discretion for the decision on inclusion of such items shall be the VILLAGE'S.

As to Unit 2 and EXHIBIT AA-2, it is acknowledged that until final acceptance of the improvements, it is possible that additional items may be discovered that would necessitate addition to the aforementioned EXHIBIT AA-2. If such additional items are discovered, the OWNER/DEVELOPER agrees to said items being added as determined by the VILLAGE staff. The VILLAGE agrees to consult with OWNER/DEVELOPER as to any additional items and to reasonably consider OWNER/DEVELOPER'S proposed solutions for any such items that may arise. However, the final discretion for the decision on inclusion of such items shall be the VILLAGE'S.

2) **NON-LIABILITY OF EXISTING HOMEOWNERS:** The OWNER/DEVELOPER further agrees that it waives any claim for contribution of any sums for the public improvements of the subdivision that OWNER/DEVELOPER has agreed to undertake herein from the existing home owners upon which final completed homes are located. These lots are as follows: _____

3) **LIABILITY OF THIRD PARTY UNCONSTRUCTED LOTS:** The VILLAGE agrees that for any lots owned by third parties (that have not already paid a liquidated sum for curing that lots breach of the original annexation agreement and amendments), that the Village will attempt to require of said lots, to pay an estimated pro-rated sharing of the expenses for the public improvements outlined herein. The ultimate decision to impose a fee remains with the sole discretion of the Village. The VILLAGE agrees to consult with OWNER/DEVELOPER herein as to said required amount, however, the VILLAGE shall have the final discretion, without the consent of the OWNER/DEVELOPER to determine said amount. Nothing herein shall be construed to require payment by the Village unless funds are actually received from third parties. These lots are as follows: _____.

4) **NON-LIABILITY OF THIRD PARTY LOTS WITH AMENDED ANNEXATION AGREEMENTS ALREADY IN PLACE:** Lots (due to the negotiation of separate Amended Annexation Agreements to cure the initial developer breach) are exempt from the requirement of contribution hereunder and shall not be required to pay such amounts as follows: _____. To the extent that OWNER/DEVELOPER completes the improvements as specified above, and the VILLAGE obtains contributions for the same from other lot owners in the future, the VILLAGE agrees to work cooperatively with OWNER/DEVELOPER to use said funds to contribute to the completion of said improvements, subject to compliance with state laws regarding bidding/competition and

prevailing wage payments (if applicable). Nothing herein shall be construed to require payment by the Village unless funds are actually received from third parties.

B) CONSTRUCTING IMPROVEMENTS OR PAYING THE FEE IN LIEU OF DEVELOPMENT:

1) **FEE IN LIEU OF DEVELOPMENT OR CONSTRUCTION:** The Parties agree that the engineer's estimate of cost for the items listed on Exhibits AA-1 and AA-2 is also shown on Exhibits AA-1 and AA-2. Said amount is calculated on a pro-rata per lot basis of \$_____ for each of the remaining 80 lots (\$_____/lot with OWNER/DEVELOPER owning ____ lots). OWNER/DEVELOPER shall pay, prior to issuance of a building permit, the required per lot contribution of \$_____. Said fee shall be adjusted (at such time and in such amount) as noted in Section B(2) below.

2) The OWNER/DEVELOPER shall perform the items delineated on EXHIBIT AA-1 (Unit 1 improvements) and shall complete said improvements by December 31st 2014. . EXHIBIT

STAGE ONE: Upon successful completion of said items on EXHIBIT AA-1 to the satisfaction and approval of the VILLAGE staff and engineers, then upon inspection and acceptance of any such items, the VILLAGE shall pay to the OWNER/DEVELOPER 100% of the actual cost of the construction (as listed on EXHIBIT AA-1) only out of funds collected pursuant to Section B(1) hereof (and other funds collected by the Village from other lots in the Subdivision pursuant to Sections A(3) and A(4)). Provided however, that no funds shall be paid out until after completion, inspection and approval of the items listed on EXHIBIT AA-1. If the improvements are completed prior to collection of all of the amounts needed to repay DEVELOPER/OWNER, collection shall continue and amounts collected shall be repaid immediately upon receipt by the Village until fully repaid. After all of the actual costs of construction for the improvements listed in EXHIBIT AA-1 are repaid to DEVELOPER/OWNER, the Village shall continue collecting said amounts for distribution as specified in later stages hereof.

STAGE TWO: At the earlier of December 31st, 2016 or the issuance of 20 building permits to the DEVELOPER/OWNER (or their designee or successor owner) herein (the "trigger events"), the DEVELOPER/OWNER shall have completed the improvements listed on EXHIBIT AA-2 (Unit 2 Improvements) in addition to the improvements listed on EXHIBIT AA-1. If DEVELOPER/OWNER has failed to construct said improvements listed on EXHIBIT AA-2 and EXHIBIT AA-1 by the above trigger events, the Village shall cease to issue any further building permits until a recalculation of the amount due pursuant to Section B(1) is made. The Village shall determine what remains to be completed of improvements listed on EXHIBIT AA-2 and EXHIBIT AA-1 and shall prepare an engineers estimate of the cost to complete said improvements by the Village (complying with all applicable laws including, but not limited to, the Prevailing Wage Act). Said engineers estimate shall then be

divided by the amount of lots remaining in the subdivision to be built and said divided amount shall be the new amount due pursuant to Section B(1) hereof.

STAGE THREE: After adjustment pursuant to STAGE TWO (or if the Unit 2 improvements were completed prior to STAGE TWO being triggered), the Village shall continue to collect the amounts due pursuant to Section B(1) (as adjusted) hereof and hold said amounts for further stages of this process.

STAGE FOUR: As noted in STAGE TWO, the OWNER/DEVELOPER shall perform the items delineated on EXHIBIT AA-2 (Unit 2 improvements) and shall complete said improvements by December 31st 2016. Upon successful completion of said items to the satisfaction and approval of the VILLAGE staff and engineers, then upon inspection and acceptance of any such items, the VILLAGE shall pay to the OWNER/DEVELOPER 50% of the actual cost of the construction (as listed on EXHIBIT AA-2) only out of funds collected pursuant to Section B(1) hereof (the remaining 50% shall be paid to the Village up to a maximum of \$ _____). Provided however, that no funds shall be paid out until after completion, inspection and approval of the items listed on EXHIBIT AA-2. If the improvements are completed prior to collection of all of the amounts needed to repay DEVELOPER/OWNER, collection shall continue and amounts collected shall be repaid immediately upon receipt by the Village until fully repaid. After all of the actual costs of construction for the improvements listed in EXHIBIT AA-2 are repaid to DEVELOPER/OWNER, the Village shall continue collecting said amounts for distribution as specified in later stages hereof.

STAGE FIVE: After full repayment as provided in STAGE FOUR to the DEVELOPER/OWNER, if not yet fully repaid, the Village shall collect and pay to itself 100% of the amounts collected pursuant to Section B(1) (Reimbursement for costs of this Subdivisions prior default) up to the maximum amount of \$ _____ referenced in STAGE FOUR. After said amount is repaid, the Village shall continue collecting said amounts for distribution as specified in later stages hereof.

STAGE SIX: After full repayment of the amount specified in STAGE FIVE, all remaining amounts collected pursuant to Section B(1) shall be paid to OWNER/DEVELOPER.

2) **WARRANTY:** EXHIBIT DEVELOPER/OWNER agrees to obtain from any contractor it utilizes a one year warranty on all work performed and supplies provided and that said warranty shall be expressly assignable to the Village.

C) REVISED FEES SCHEDULE In addition to all other fees included in this Amendment, OWNER/DEVELOPER shall pay the impact, transition and other fees required on EXHIBIT BB. EXHIBIT F of Section 4 of the Original Annexation Agreement is hereby repealed and substituted with EXHIBIT BB. . Subsection 4B of the Original Annexation Agreement is repealed. Section

3(E) of the original Annexation Agreement and any Amendments to said section are all hereby deleted.

D) ARCHITECTURAL REVIEW BY HOME OWNERS ASSOCIATION: Attached hereto as EXHIBIT CC is a letter from the Home Owners Association concerning the proposed development.

E) COMPLIANCE WITH EXISTING CODES: The OWNER/DEVELOPER agrees to comply with all existing requirements of the VILLAGE Zoning, Subdivision, soil erosion, stormwater detention and other development related ordinances except as specifically varied herein. The Village agrees that no code provision or engineering requirement (except those mandated by a superior governmental authority) shall apply to this subdivision if said new code provision would cause the property as currently platted to be rendered unbuildable without re-platting of existing lots. DEVELOPER/OWNER further agrees that best practices must be used to protect public property including, but not limited to, streets, curb, b-boxes, etc. (even prior to acceptance of the public improvements themselves). DEVELOPER/OWNER agrees to post for each lot being issued a building permit, a refundable escrow deposit of \$2,000.00 to secure compliance with this provision. Lot owners are responsible for their contractor's actions hereunder whether they have knowledge of said actions or not. In the event the Village staff discovers a violation of this provision, the Village shall cause an immediate \$250.00 deduction ("E-Ticket") to be made from the escrow deposit to compensate the Village for the damage to the street. The DEVELOPER/OWNER may appeal the E-Ticket decision, if they feel it was made in error, to the Village Administrator, whose decision shall be final. Upon issuance of a final certificate of occupancy for any such lot, an inspection shall be conducted to determine if additional deductions are needed from the escrow to cure any damages. If at any point the escrow balance falls below \$1,000.00, all construction activity on said lot shall cease until the escrow is replenished to \$2,000.00. The escrow (or what remains of it in the event of violations) shall be refunded to the person posting said amount, after the final inspection and any resulting deductions.

F) ALL OTHER PROVISIONS OF ANNEXATION AGREEMENT AND PREVIOUS AMENDMENTS REMAIN IN FULL FORCE AND EFFECT:

Any provisions of the original annexation agreement and previous amendments thereto not specifically addressed herein shall remain in full force and effect. These include without limitation the following: Annexation, Zoning, Plats and Plans, Roadway Dedication, land contributions (if not already completed), Signage/ Model and Production homes, extension of all public improvements, indemnification, granting of easements and annexation to Fox Metro Water Reclamation District, building and occupancy permits, storm water release rates, water supply requirements, construction delivery and street and site cleanup, appearance standards, disconnection, Special Service Areas, common areas and re-subdivision, variances granted and general obligations. 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.

G) 2ND AMENDMENT MODIFICATION: Section 2 of the 2nd Amendment to Annexation Agreement creating a section 4(A)(3) is hereby deleted.

H) NO RECAPTURE: As the OWNER/DEVELOPER is not the original developer, no recapture shall be paid hereunder and any and all earlier provisions in previous versions of this Annexation Agreement (or amendments thereto) providing for recapture rights are hereby repealed.

I) TERM: The term of this Amendment shall be 20 years from the date of execution hereof.

J) RESOLUTION: Resolution _____ of the Village is not applicable to any development in this Subdivision or under this Amendment.

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

**VILLAGE:
THE VILLAGE OF SUGAR GROVE**

By: _____
Village President

Attest: _____
Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

Given under my hand and official seal, this _____ day of _____, 2014.

Notary Public

OWNER:

By: _____

Attest: _____

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the _____ and _____ of _____, an Illinois limited _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such _____, he signed and delivered the said instrument as _____ and caused the seal of said _____ to be affixed thereto, as the free and voluntary act for the uses and purposes set forth.

Given under my hand and official seal, this _____ day of _____, 2014

Notary Public

DEVELOPER:

By:

Attest:

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the _____ and _____ of _____, an Illinois limited _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such _____, he signed and delivered the said instrument as _____ and caused the corporate seal of said Corporation to be affixed thereto, as the free and voluntary act for the uses and purposes set forth.

Given under my hand and official seal, this _____ day of _____, 2014

Notary Public

LIST OF EXHIBITS

EXHIBIT A	Legal Description of Entire Subdivison
EXHIBIT A-1	Legal Description of OWNER's Property
EXHIBIT AA-1	PUBLIC IMPROVEMENTS FOR UNIT 1
EXHIBIT AA-2	PUBLIC IMPROVEMENTS FOR UNIT 2
EXHIBIT BB	REVISED PERMIT, IMPACT AND TRANSITION FEE SCHEDULES
EXHIBIT CC	Home Owners Association Letter

EXHIBIT A

ENTIRE SUBDIVISION

Parcel One:

Hannaford Farm 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 2004K159382, in the Village of Sugar Grove, Kane County, Illinois; and

Parcel Two:

Hannaford Farm Unit 2, being a subdivision of the South Half of Section 4, Township 38 North, Range 7 East of the Third Principal Meridian, according to the plat thereof recorded April 9, 2007 as Document 2007K038156, in the Village of Sugar Grove, Kane County, Illinois.

EXHIBIT A-1

OWNER PROPERTY

EXHIBIT AA-1

PUBLIC IMPROVEMENTS FOR UNIT 1

EXHIBIT AA-2

PUBLIC IMPROVEMENTS FOR UNIT 2

EXHIBIT BB

REVISED PERMIT, IMPACT AND TRANSITION FEE SCHEDULES

Hannaford Farm - 3rd Amendment
 Exhibit BB
 Permit, Impact, and Transition Fees, Donations and Contributions

DRAFT 6/16/14

	Years 1-5 \$16,500 CAP	Years 6+	
Permit			
Building Permit	\$ 945.00	\$ 945.00	(1)
Certificate of Occupancy	100.00	100.00	(3)
Plan Review	104.50	104.50	(2)
Engineering Review	460.00	460.00	(3)
Water Meter	460.00	460.00	(4)
Total Permit	<u>\$ 2,069.50</u>	<u>\$ 2,069.50</u>	(6)
Impact			
Village HF ERF & CIP Debt to Village	\$ 4,746.15	\$ 4,746.15	
Village Capital Improvement	2,891.57	\$ 6,805.00	
Village Sewer Connection	64.16	151.00	
Village Water Connection	2,464.96	5,801.00	
Village Road Impact	2,668.50	6,280.00	
	<u>12,835.34</u>	<u>23,783.15</u>	
School District Land Cash	484.41	1,140.00	
School District Impact	484.41	1,140.00	
	<u>968.82</u>	<u>2,280.00</u>	
Park District Land Cash	491.21	1,156.00	
	<u>491.21</u>	<u>1,156.00</u>	
Fire District Impact	103.26	243.00	
	<u>103.26</u>	<u>243.00</u>	
Library District Impact	31.87	75.00	
	<u>31.87</u>	<u>75.00</u>	
Total Impact	<u>\$ 14,430.50</u>	<u>\$ 27,537.15</u>	(5)
Transition			
Village	\$ -	\$ -	(3)
School District	-	-	(3)
Park District	-	-	(3)
Fire District	-	-	(3)
Library District	-	-	(3)
Township	-	-	(3)
Total Transition	<u>\$ -</u>	<u>\$ -</u>	(3)
Total Collected by Village	\$ 16,500.00	\$ 29,606.65	(6)

- (1) \$27/100 s.f. for Years 1-5, For Years 6+ shall be that amount as set from time to time by the Village.
- (2) 10% of Building Permit and Certificate of Occupancy.
- (3) Shall be that amount as set from time to time by the Village.
- (4) Based on a typical residential meter. Actual cost varies by size of meter and shall be that amount as set from time to time by the Village.
- (5) Years 6+ Permit Total and Total are illustrative only. Actual totals will depend upon Village policies at that time per notes 1, 3, & 4.
- (6) - The Parties acknowledge and agree that the fees listed herein are being donated solely to the VILLAGE (notwithstanding titles and headings herein), and the use, method, manner, timing and distribution of any subsequent distributions by the VILLAGE to other governmental entities, if at all, shall be solely controlled by the VILLAGE.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: VILLAGE'S INSURANCE SERVICES OFFICE (ISO) RATING
AGENDA: JULY 15, 2014 VILLAGE BOARD COMMITTEE OF THE WHOLE MEETING
DATE: JULY 10, 2014

ISSUE

How shall the Village Board respond to the Insurance Services Office downgrade of the Village's fire insurance rating.

DISCUSSION

In May the Community Development Department met with a representative of the Insurance Services Office (ISO) to provide documentation and explanation of building code inspection and administration practices. This organization evaluates local building codes and administration for effectiveness relative to insurance industry areas of concern. The evaluation process occurs on a five year cycle.

The ISO rating is used by insurance underwriters in determining the cost of the premium for fire insurance for property in the Village. The Village's ISO score is one of three scores that are considered by underwriters, including water system attributes and fire department attributes. The latter being the most heavily weighted. In the final analysis, the capabilities of the local fire department have more bearing on a property owner's insurance premium than how the Village administers its building code.

The Village received notification from ISO that the Village's rating will be lowered from a 4 to a 9. Overall, the drop in rating level is due principally to the age of the adopted building code (failing to adopt the current international building code). Other factors contributed to the downgrade but none carry the same weight as the date of the adopted code.

The Village made significant improvements in several areas, including staff qualifications, training and certifications, and various commercial plan review considerations. But none of these improvements could overcome the points lost for not having adopted the latest building code.

The downgrade will have no effect on existing buildings in the Village. The ISO rating, if it is used by an underwriter, is applied when the building is first constructed. Thus, *improving the ISO rating would provide no benefit to existing building owners*. The downgrade would affect fire insurance premiums on buildings constructed after September 22, 2014, the effective date of the ISO rating change.

The Village has several options. First, it could do nothing and accept the ISO rating. Second, the Village could make changes in the deficient areas, including adopting the most current international building code. Or, the Village may take the more radical approach and opt out of the ISO rating system. A number of communities have done so with no apparent hardship on building owners.

Why not adopt the most current international building code? The current code requires automatic fire suppression systems in all structures, including detached single family homes. The estimated cost of this single requirement varies widely and is subject to many variables, but the consensus is requiring fire sprinklers in single family homes is a significant added expense.

The Village can make exceptions to a universal building code, e.g. exclude detached single-family dwellings from the fire sprinkler requirement, but making exceptions from the universal code will result in deductions from the overall score and effectively lower the overall rating. Adopting the universal code with exceptions will not restore the overall rating score to previous levels. The organization will not provide estimates, i.e. if the Village did x, the ISO rating would change to y.

The Village typically spends approximately 80 hours of staff time every ISO renewal period. If the Village does not intend to adopt the code as is with no local exceptions, the resource allocation to participate in the ISO rating system made not be warranted.

The Village needs to provide an initial response by July 21 and a formal response by September 22, 2014.

COSTS

There are no costs associated with discussing the request. However, there are direct and indirect costs associated with making recommended improvements.

RECOMMENDATION

The Village Board should indicate that the Village will take the recommendations under advisement and by September 22, 2014 provide ISO with a final plan for compliance, which may include opting out of the ISO program.