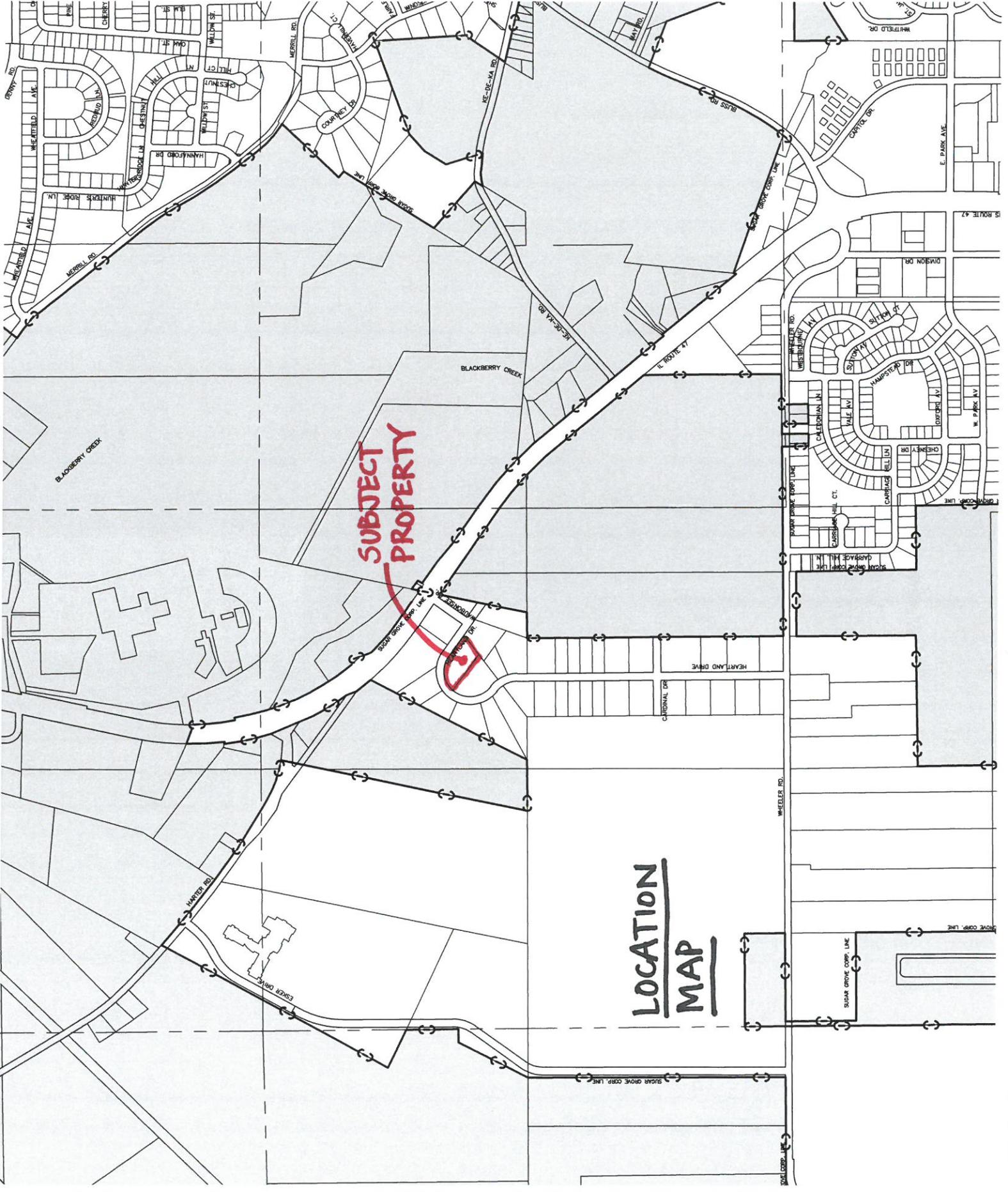


<p>Village President P. Sean Michels</p> <p>Village Clerk Cynthia Galbreath</p> <p>Village Administrator Brent M. Eichelberger</p>	 <p>10 S. Municipal Drive Sugar Grove, Illinois 60554 Phone: 630-466-4507 Fax: 630-466-4521</p>	<p>Village Trustees</p> <p>Kevin Geary Sean Herron Mari Johnson Rick Montalto David Paluch</p>
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May 26, 2015
Special Board Meeting
4:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval: At-Risk Building Permit – 769 Heartland Drive
5. Adjournment



**SUBJECT
PROPERTY**

**LOCATION
MAP**



GLEASON ARCHITECTS, P.C.
 769 HEARTLAND DRIVE
 SUGAR GROVE, ILLINOIS 60054
 TEL: 630.466.6200
 FAX: 630.466.6201
 E-MAIL: info@gleasonarch.com

PROJECT: 15' PARKING SETBACK
 DATE: 05/15/15
 DRAWN BY: J. B. BROWN
 CHECKED BY: J. B. BROWN
 DATE: 05/15/15

REVISIONS:
 1. 05/15/15: INITIAL DESIGN
 2. 05/15/15: REVISED DESIGN

OWNER APPROVAL:
 DATE: 05/15/15
 SIGNATURE: [Signature]

PROJECT TITLE:
 FINAL PLAN

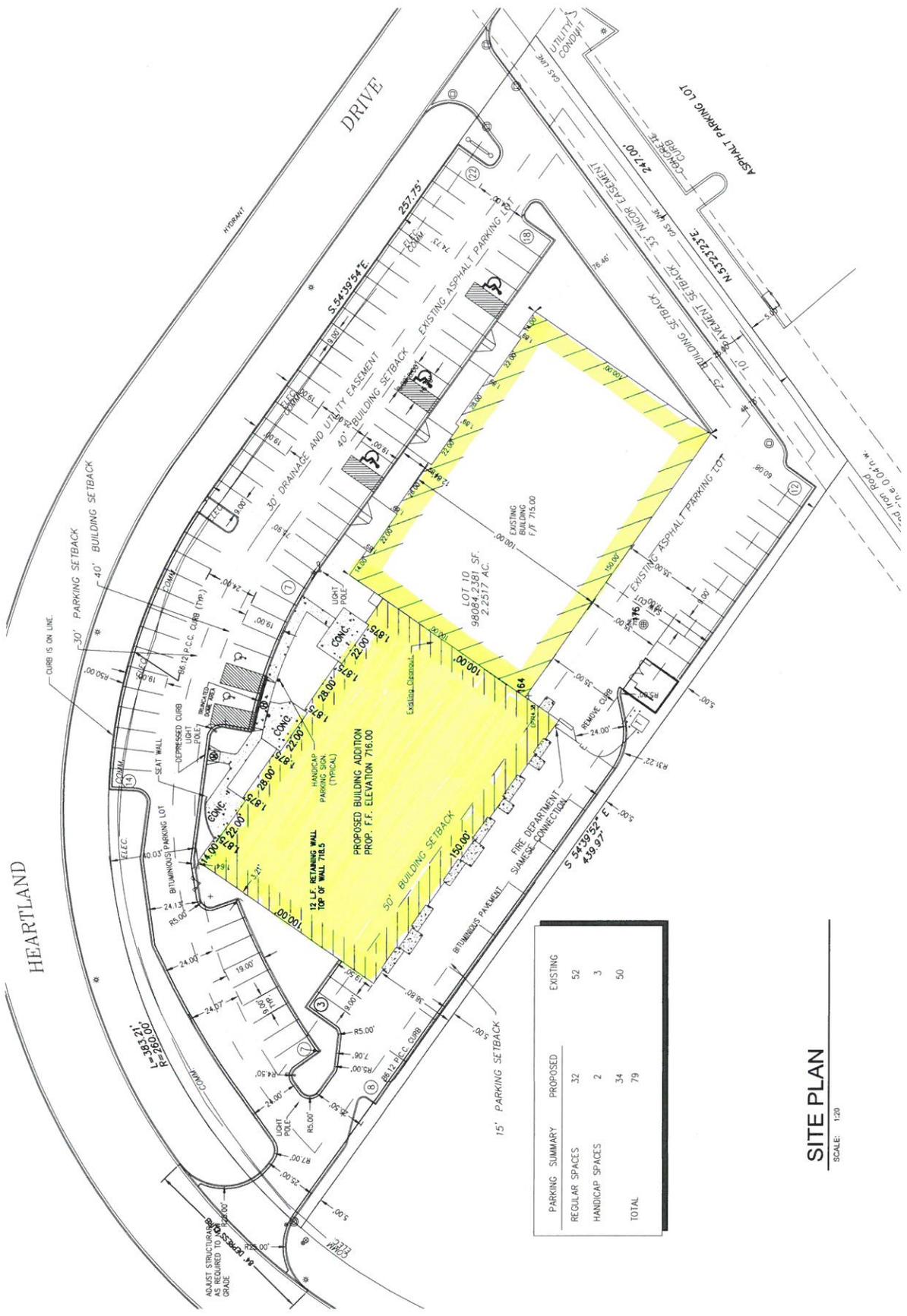
SHEET NUMBER:
 A0

PROJECT:
 769 HEARTLAND DRIVE
 SUGAR GROVE, ILLINOIS 60054
 DRAWN BY: J. B. BROWN
 CHECKED BY: J. B. BROWN
 DATE: 05/15/15

OWNER APPROVAL:
 DATE: 05/15/15
 SIGNATURE: [Signature]

PROJECT TITLE:
 FINAL PLAN

SHEET NUMBER:
 A0



PARKING SUMMARY	PROPOSED	EXISTING
REGULAR SPACES	32	52
HANDICAP SPACES	2	3
TOTAL	34	50
	79	

SITE PLAN
 SCALE: 1/20

AT RISK CONSTRUCTION AGREEMENT
FOR PROPERTY LOCATED AT
769 HEARTLAND DRIVE, SUGAR GROVE, ILLINOIS

THIS AGREEMENT is made and entered into this ____ day of May 2015, by and between THE VILLAGE OF SUGAR GROVE, a municipal corporation (hereinafter referred to as "Village"), and _____ (hereinafter referred to as "Owner") owner of the property located at 769 Heartland Drive, Sugar Grove, Illinois.

WITNESSETH:

WHEREAS, Owner is the owner of certain real property which is the subject matter of a proposed planned unit development (PUD) request seeking, among other things, deviations from certain setback and lot coverage requirements for the above noted property, currently unfiled, but being discussed with the staff of the Village and further described in Exhibit "A" attached hereto and made a part hereof by this reference; and

WHEREAS, Owner, seeks to build a building addition and necessary accessory parking and loading facilities and other improvements on said property; and

WHEREAS, said building addition and necessary accessory parking and loading facilities requires said deviations, which deviations can be authorized by the Village Board as part of a PUD; and

WHEREAS, Owner, for his/her own purpose, seeks to accelerate the time line for construction and is willing to proceed to construct said building addition prior to the approval of said PUD with the understanding and agreement that if said PUD is, for any reason, not granted, that the building addition must, after final denial (and exhaustion of any and all appeals), must be removed; and

WHEREAS, Owner further understands and agrees that if said PUD is not granted, that the Village will not reimburse the Owner for any costs or expenses, including but not limited to, those incurred in the processing, construction, removal of said building addition, or fees associated with processing or appealing of said PUD or denial of same and is proceeding with ordering materials, construction, processing applications, etcetera completely at his/her own risk; and

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Attached hereto and incorporated herein as Exhibit "A" is a description of Owner's

property, which it seeks to develop (the "Property").

2. Owner acknowledges that it is proceeding at its own risk in proceeding prior to any approvals being granted to the property and that making the above referenced commitments shall in no way, entitle the Owner to any rights to develop its Property as noted above.

3. The recitals are material to this Agreement and are incorporated as part of this Agreement by this reference.

4. Owner shall indemnify and hold harmless the Village, its officers, trustees, employees, consultants, agents and their successors and assigns, against any cause of action, loss, liability, damage, cost or expense including without limitation, attorneys fees and costs, arising out of or relating to Owner's performance under this agreement or arising out of any breach of this agreement. This indemnification shall survive any termination of this agreement. In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys' fees to be fixed by the arbitrator, trial court and/or appellate court.

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of May, 2015.

THE VILLAGE OF SUGAR GROVE, a municipal corporation

By: _____
Director of Community Development

OWNER:

By: _____

Exhibit A

(Legal description)

LOT 10 IN SUGAR GROVE RESEARCH PARK
IN SUGAR GROVE, KANE COUNTY, ILLINOIS

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: AUTHORIZING ISSUING AN AT RISK PERMIT FOR FAST-START CONSTRUCTION
AGENDA: MAY 26 SPECIAL VILLAGE BOARD MEETING
DATE: MAY 13, 2015

ISSUE

Shall the Village Board authorize issuing an “at risk” permit to allow fast-start construction on a pending PUD application.

DISCUSSION

The owner of the property at 769 Heartland Drive desires to expand the current building to accommodate a prospective new tenant. The new tenant is a sports-related enterprise and its operation is related to the sport seasons.

The property is improved with an approximately 15,000 square foot building and accessory parking and loading facilities. Gleason Architects, SKG Signs and other businesses currently occupy the existing building. The owner desires to construct an approximately 15,000 square foot expansion of the building. The expansion will be similar in character, construction and appearance with the present building.

The proposed building addition is the maximum the site can accommodate along with required parking and setbacks established with the existing building and parking setbacks. The proposed addition is consistent with the original plan for development of the property.

Given that the property was improved prior to adoption of the current M-1 District lot development regulations it is non-conforming in several respects which necessitated the need to approach the development of the property as a PUD.

The property owner is working with Village staff to complete an application for a PUD in order to proceed with development of the property and desires to begin construction in advance of the final approval of the PUD application in order to meet the prospective tenant’s occupancy schedule.

The Village staff is expediting the PUD application but in order to satisfy the tenant’s needs the owner is asking for permission, at his sole risk, to proceed with construction

of the building addition foundation and slab. The building permit will be limited to foundation and slab only.

ATTACHMENTS

- Location map
- Site plan
- “At-risk” agreement

COSTS

There is no cost to the Village with the requested action.

RECOMMENDATION

That Village Board direct Village staff to issue a foundation and slab only permit for the proposed building addition as shown on the attached site plan provided the owner executes the “At-risk agreement.”