

<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 Mari Johnson Rick Montalto David Paluch Thomas Renk</p>
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August 16, 2011
Regular Board Meeting
6:00 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Hearings
 - a. Public Hearing to Receive Comments Regarding an Annexation Agreement with Batavia Enterprises
 - b. Public Hearing to Receive Comments Regarding an Annexation Agreement with Weidner
 - c. Public Hearing to Receive Comments Regarding the Annexation Agreement Amendment for Hi-Point Center
 - d. Public Hearing to Receive Comments Regarding the Establishment of the Sugar Grove Industrial Tax Increment Financing (TIF) District
5. Appointments and Presentations
 - a. Appointments: Sugar Grove Police Pension Fund – Jim Morton
6. Public Comment on Items Scheduled for Action
7. Consent Agenda
 - a. Approval: Minutes of the August 02, 2011 Meeting
 - b. Approval: Vouchers
 - c. Resolution: Authorizing Participation in the Federal Surplus Property Program
8. General Business
 - a. Resolution: Authorizing 2011 MFT Pavement Maintenance Program Contract
 - b. Discussion: Sugar Grove Drainage District #1
9. New Business
10. Reports
 - a. Staff Reports
 - b. Trustee Reports
 - c. Presidents Report
11. Public Comments
12. Airport Report
13. Closed Session: Land Acquisition, Personnel, Litigation
14. Adjournment

*Subject to Attorney Review

Committee of the Whole - Cancelled

DRAFT

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*

Reserved for Recorder's Use

Amendment to Annexation Agreement

(Patterman Hi-Point Center)

This Amendment to Annexation Agreement (the "Amendment"), is made and entered into this _____ day of _____, 2011, by and between the VILLAGE OF SUGAR GROVE, a municipal corporation (the "VILLAGE") and Thomas and Joan Patterman, owners of the Property legally described herein. The above referenced Party (the "OWNER") is referred to as "Party".

WITNESSETH

WHEREAS, OWNER owns fee simple interest to the property which is legally described in **Exhibit "A"**, attached hereto, consisting of approximately 183.26 acres, and which was the subject of an Annexation Agreement executed on September 15th, 1998 in Kane County as Document number 1999K077213; and,

WHEREAS, it is the desire of OWNER to amend the annexation agreement to address changes in circumstances since the time of the original agreement was passed; and,

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

WHEREAS, the Corporate Authorities of the VILLAGE have duly affixed and completed the time for a public hearing on this Amendment and pursuant to legal notice have held 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 party hereto

wishes 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 party agrees as follows:

1. PARAGRAPH 6 AMENDED.

Paragraph 6 is hereby amended to read as follows:

“That an M-1 Limited Manufacturing District Planned Unit Development zoning classification is hereby granted to the entire parcel. OWNER/DEVELOPER and their successors, heirs, and assigns shall be permitted to use all B-3 Business District uses on the subject site, as well as those M-1 uses listed in the attached Exhibit "C" to this Agreement. Said additional M-1 permitted uses will be subject to the HI-POINT CENTER Covenants and the performance standards listed in the VILLAGE Zoning Ordinance for the M-1 Zoning.”

2. REMAINDER OF AGREEMENT UNAFFECTED; AMENDMENT INTEGRATED IN AGREEMENT.

The Party hereby agrees and acknowledge that the remaining provisions of the original annexation agreement and previous amendments which are not referenced or amended by this Amendment shall remain in effect for the term of the Agreement. For purposes of construing the provisions of the Agreement, the Party agrees that this Amendment shall be fully integrated into the Agreement from and after its execution by the Party.

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

**VILLAGE:
THE VILLAGE OF SUGAR GROVE**

By:

P. Sean Michels, Village President

Attest:

Cynthia L. Galbreath, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that P. Sean Michels and Cynthia L. Galbreath, 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 _____, 2011.

Notary Public

NAME: _____

By: _____

STATE OF ILLINOIS)
)
COUNTY OF KANE) SS

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

Given under my hand and official seal, this _____ day of _____, 2011.

Notary Public

EXHIBIT A

THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE FOLLOWING TRACTS OF LAND: THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 8; THENCE EASTERLY 527.64 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO A POINT 800.00 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID WEST HALF, AS MEASURED ALONG SAID SECTION LINE, FOR THE POINT OF BEGINNING; THENCE NORTHERLY 2651.83 FEET ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 30 MINUTES 12 SECONDS MEASURED COUNTERCLOCKWISE FROM THE PROLONGATION OF THE LAST DESCRIBED COURSE, TO THE NORTH LINE OF SAID SOUTHEAST QUARTER WHICH IS 800.00 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID WEST HALF, AS MEASURED ALONG SAID SECTION LINE; THENCE EASTERLY 800.00 FEET ALONG SAID NORTH LINE FORMING AN ANGLE OF 90 DEGREES 16 MINUTES 40 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, TO THE NORTHEAST CORNER OF SAID WEST HALF; THENCE SOUTHERLY 2648.77 FEET ALONG THE EAST LINE OF SAID WEST HALF FORMING AN ANGLE OF 89 DEGREES 43 MINUTES 18 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, TO THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE WESTERLY 800.00 FEET ALONG THE SOUTH LINE OF SAID SECTION 8 FORMING AN ANGLE OF 90 DEGREES 29 MINUTES 50 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, TO THE POINT OF BEGINNING; AND FURTHER EXCEPTING THE SOUTHERLY 370 FEET OF THE WESTERLY 950 FEET OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN), IN THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

FILED FOR RECORD
KANE COUNTY, ILL.

1999 AUG -6 AM 11:45

Lynda M. Reina
RECORDER

1999K077213

MAP ATTACHED

VILLAGE OF SUGAR GROVE
KANE COUNTY, ILLINOIS

ORDINANCE NO. 705

AN ORDINANCE
AUTHORIZING THE EXECUTION OF
AN ANNEXATION AGREEMENT OF
THOMAS PATTERMAN
AND
JOAN PATTERMAN

ADOPTED BY THE
BOARD OF TRUSTEES AND PRESIDENT
OF THE VILLAGE OF SUGAR GROVE, ILLINOIS
THIS 15TH DAY OF SEPTEMBER, 1998.

SE 8/38/7
SW

PUBLISHED IN PAMPHLET FORM
BY THE AUTHORITY OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF SUGAR GROVE,
KANE COUNTY, ILLINOIS
THIS 15TH DAY OF SEPTEMBER, 1998.

67.00

25

1999 K077213

1
67.00

STATE OF ILLINOIS)
) ss
COUNTY OF KANE)

April 27, 1998

ORDINANCE NO. 1998 - 705

**AN ORDINANCE AUTHORIZING THE EXECUTION
OF AN ANNEXATION AGREEMENT OF
THOMAS PATTERMANN AND JOAN PATTERMANN**

WHEREAS, it is in the best interest of the VILLAGE OF SUGAR GROVE, Kane County, Illinois, that a certain Annexation Agreement pertaining to the annexation and development of the real property described on Exhibit "A" attached hereto and made a part hereof entered into by the VILLAGE OF SUGAR GROVE: and

WHEREAS, said Annexation Agreement has been drafted and has been considered by the Village Board; and

WHEREAS, the legal owners of record of the territory which is the subject of said Agreement are ready, willing and able to enter into said Agreement and to perform the obligations as required hereunder; and

WHEREAS, the statutory procedures provided in 65 ILCS 5/11-15.1-1, as amended, for the execution of said Annexation Agreement has been fully complied with; and

WHEREAS, the property is contiguous to the Village.

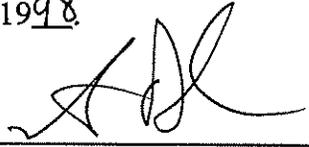
NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND VILLAGE BOARD OF THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS. AS FOLLOWS:

Section 1: That the Village President and Village Clerk are herewith authorized and directed to execute on behalf of the Village, an Annexation Agreement concerning the annexation and development of the real property described therein, a copy of which Annexation Agreement is attached hereto and made a part hereof.

Section 2: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED at a regular meeting of the Village Board of the VILLAGE OF SUGAR GROVE on the 15th day of September, 1998.

SIGNED and APPROVED by me, as Village President this 15th day of September, 1998.



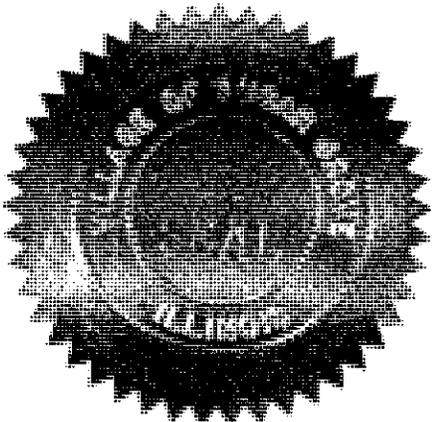
VILLAGE PRESIDENT

ATTEST:



VILLAGE CLERK

	AYES	NAYS
MICHELS	<u>✓</u>	_____
MERZ	_____	<u>✓</u>
JOHNSON	<u>✓</u>	_____
FRALEY	<u>✓</u>	_____
BOHLER	<u>✓</u>	_____
CLARK	<u>✓</u>	_____



Prepared by and return to:
Law Offices of Daniel J. Kramer
1107A S. Bridge St.
Yorkville, IL 60560
(630) 553-9500

STATE OF ILLINOIS)
) ss.
COUNTY OF KANE)

**VILLAGE OF SUGAR GROVE
ANNEXATION/PLANNED UNIT DEVELOPMENT AGREEMENT
HI-POINT CENTER**

On this 15th day of September, 1998, this Annexation Agreement hereinafter referred to as (the "Agreement") has been entered into by and between the VILLAGE OF SUGAR GROVE, an Illinois Municipal corporation, of 10 Municipal Drive, PO Box 49, Sugar Grove, Kane County, Illinois 60554, hereinafter referred to as (the "VILLAGE") by and through the President and Board of Trustees of the VILLAGE, hereinafter collectively referred to as (the "Corporate Authorities") and THOMAS PATTERMANN and JOAN PATTERMANN d/b/a HI-POINT CENTER of 46 W 428 Wheeler Road, Sugar Grove, Kane County, Illinois as (the "OWNERS") and the parties agree as follows:

- A. The OWNERS are the Owners of record of certain property consisting of approximately 185 acres legally described in Exhibit "A", attached hereto and incorporated herein by reference, and hereinafter referred to as (the "Property") which property is now contiguous to the corporate limits of the VILLAGE OF SUGAR GROVE and is not within the Corporate limits of any other municipality, and has no electors residing thereon.
- B. The VILLAGE is a municipal corporation organized and existing under the laws of the State of Illinois.
- C. There has been filed with the clerk of the VILLAGE a Petition for Annexation, hereinafter referred to as (the "Petition") pursuant to 65 ILCS 5/7-1-1, signed by all of the then Owners of Record of the property, and by not less than 51% of the electors then residing on the property.
- D. The OWNERS desire that the property be annexed to the VILLAGE, zoned and developed pursuant to the terms and conditions set forth in this Agreement and the Preliminary Plan of the Subdivision as approved by the Corporate Authorities and dated December 29, 1997, as produced by Engineering Enterprises, which is incorporated

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herein as Exhibit "B" upon becoming contiguous to the Village limits of the VILLAGE OF SUGAR GROVE.

- E. The VILLAGE OF SUGAR GROVE Planning Commission and Village Board have each held a public hearing on the Petition, the Preliminary Plan and application for zoning of the property pursuant to notice by publication in a newspaper of general circulation in the VILLAGE being published not less than 15 nor more than 30 days prior to said public hearings and by written notice addressed to all owners of property located within 250 feet of the perimeter of the property, excluding public right of way.
- F. The Corporate Authorities of the VILLAGE have held a public hearing on the proposed agreement, similar in form and substance to this agreement, pursuant to notice by publication in a newspaper of general circulation in the VILLAGE being published not less than 15 nor more than 30 days prior to said public hearings and by written notice addressed to all owners of property located within 250 feet of the perimeter of the property, excluding public right of way.
- G. The Planning Commission has made its report and recommendation to the Corporate Authorities which report and recommendation was for approval of the annexation, and zoning contemplated herein, as well as recommending approval of the Preliminary Plat of Subdivision, and the Corporate Authorities have approved this Agreement.
- H. Notices are required to be sent to the Trustee of Sugar Grove Fire Protection District and the Sugar Grove Library District since such fire and library services are not provided by the VILLAGE. Written notice will be given to said bodies, not less than 10 days prior to annexation of the Property, by certified mail.
- I. Written notices were sent to the Board of Town Trustees of the Township of Sugar Grove and to the Township Commissioner of Highways of the Township of Sugar Grove not less than 10 days prior to annexation of the Property by certified mail.
- J. The parties hereto acknowledge that all other matters, in addition to those specifically referred to above, which are included in this Agreement, have been considered, that the development of the Property, for the uses as permitted under the Zoning Ordinance of the VILLAGE and in accordance with the terms and conditions of this Agreement, will be compatible with and will further the planning objectives of the VILLAGE, will be of substantial benefit to the VILLAGE, will extend the corporate limits and jurisdiction of the VILLAGE, will permit orderly growth, planning and development of the VILLAGE, will increase the tax base of the VILLAGE, will insure to the benefit and improvement of the VILLAGE and its residents, and will otherwise enhance and promote the general welfare of the VILLAGE and its residents.
- K. The VILLAGE, upon acceptance of this Agreement, has agreed to annex the Property to

the VILLAGE, to zone the Property as hereinafter described, to approve the Preliminary Plan, to grant the variations hereinafter described.

L. This Agreement is being entered into pursuant to the provisions of 65 ILCS 5/11-15-1.1.

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

1. That on Sept. 15, 1998 the VILLAGE OF SUGAR GROVE passed an Ordinance, Ordinance Number entitled, "An Ordinance Authorizing the Execution of An Annexation Agreement for "Hi-Point Center". That pursuant to said ordinance, an Annexation Agreement was entered into between the VILLAGE OF SUGAR GROVE and Hi-Point Center. That the property described at Exhibit "A", attached hereto is to be included in and became, a part of the property governed by said annexation agreement and developed accordingly.
2. That all of the terms and conditions of that certain Annexation Agreement referenced above and having been recorded on _____ as document No. _____, in the Recorders Office of Kane County, are hereby incorporated into this agreement as if fully set forth herein and shall have the same binding effect upon the property referenced herein.

The Terms and Conditions agreed to are as follows:

1. That the VILLAGE OF SUGAR GROVE will approve and allow signage for the Subdivision in conformance with whatever Sign Ordinance is in effect at the time a permit is applied for by the OWNERS/DEVELOPERS.
2. That the proposed detention will be built according to VILLAGE OF SUGAR GROVE Subdivision Control Ordinance and Park District Provisions (as applicable) on the subject property, and a detention facility benefitting the subject property shall be built at OWNERS expense off-site on real property owned by the Aurora Airport Authority, subject to an Intergovernmental Agreement to be executed between the City of Aurora and the Aurora Airport Authority and the VILLAGE OF SUGAR GROVE, to use that subject site disclosed in the attached Exhibit "B" (Southwest Corner) for a combined dry detention facility and VILLAGE OF SUGAR GROVE Park Site.
3. Improvement of the off-site Park Detention Facility shall be undertaken with OWNERS providing grants of easement/ROW to the VILLAGE OF SUGAR GROVE to permit access and parking areas through the subject development for optimum use of the Park Detention Facility.

4. OWNER'S shall adopt and Record, VILLAGE approved Covenants, Conditions and Restrictions of Record to provide for Landscaping, Architectural and parking Control in conjunction with the Recording of the Final Plat of Subdivision.
5. That sanitary sewer and water service hook-up fees charged to the OWNERS are at whatever the current rates charged on the date of the building permit issuance by the VILLAGE OF SUGAR GROVE.
6. That a B-3 Business District, Planned Unit Development zoning classification is hereby granted to the entire parcel. OWNER/DEVELOPER and their successors, heirs, and assigns shall be permitted to use all B-3 Business District, Planned Unit Development permitted uses on the subject site, as well as those M-1 uses listed in the attached Exhibit "C" to this Agreement. Said additional M-1 Permitted Uses will be subject to the HI-POINT CENTER Covenants and the performance standards listed in the VILLAGE Zoning Ordinance for the M-1 Zoning.
7. The VILLAGE OF SUGAR GROVE authorizes OWNERS/DEVELOPERS to use Wheeler Road, as a primary access for said Development subject to the following conditions.
 - a. OWNERS/DEVELOPERS agree to provide to the Village of Sugar Grove with a Letter of Credit in the amount of \$151,000.00 for any improvements necessary on Wheeler Road. The Wheeler Road limits of improvements will include the section East of the Special Service Area #1 Easternmost property line and Easterly to the termination of the IDOT improvements on the "gooseneck". See attached Exhibit "D". Said Letter of Credit is to be provided to the Village of Sugar Grove at the time the Final Plat of the first Unit of Hi-Point Center is recorded with the Kane County Recorder of Deeds. The improvements to be completed by OWNER/DEVELOPER shall be in the performance standards set out in the attached letter of Engineering Enterprises dated August 24, 1998, delineated as Section 1 improvements which is incorporated herein and attached hereto as Exhibit "E". OWNER/DEVELOPER shall have no responsibility to provide Section 2 improvements. The time for completion of the Wheeler Road improvements shall be governed by the terms of paragraph 7 of this Annexation Agreement and shall not be governed by the timing sequence set out in the attached Exhibit "E".
 - b1. The OWNERS/DEVELOPERS will improve Wheeler Road in conformance with the Village of Sugar Grove Subdivision Control Ordinance and approved Engineering Plans at the earlier of Wheeler Road being relocated by the Aurora Airport Authority or within 3 years from the date of execution of this Agreement. OWNERS/DEVELOPERS will

improve Wheeler Road at its entrance at the time of improvements being installed in Unit I of the subject development by OWNERS/DEVELOPERS. Said improvements would include any widening and overlays necessary to allow truck traffic not exceeding 36,000 lbs. Engineering and construction management for the Wheeler Road improvements would be the responsibility of the OWNERS/DEVELOPERS.

- b2. OWNER/DEVELOPER shall not be required to make any improvements West of its property boundary on Wheeler Road. OWNER/DEVELOPER shall be permitted access with the weight limit being in conformance with the Illinois Motor Vehicle Code and any applicable Village Ordinance lawfully enacted, although no Ordinance change is currently contemplated, for motor vehicles operating from the Western boundary of the subject property to Stayner Drive.
- c. The VILLAGE encourages the OWNERS/DEVELOPERS to contact and negotiate with the OWNERS/DEVELOPERS of the "Stayner Property" regarding the necessary roadway improvements and landscaping needed to safely and aesthetically move traffic from IL Route 47 (at Waubonsee College) through the Stayner Property and into the "Hi-Point" development as an alternative to improving Wheeler Road.
- d. The Village of Sugar Grove further agrees to allow OWNER/DEVELOPER to develop a recapture ordinance to allow for a recapture of up to 75% of its contribution for the improvement of Wheeler Road, with interest provisions to be established as a part of the recapture ordinance.

Said recapture shall be applied to any M-1 zoned property on a pro-rata basis per acre as is developed contiguous with the Wheeler Road improvements. The recapture amount owed OWNER/DEVELOPER herewith shall be paid upon application for building permit, or recording of a Final Plat of Subdivision, whichever is first to occur.
- e. OWNER/DEVELOPER shall be permitted to have a shared driveway cut at a distance approved by the Village of Sugar Grove Engineer for lots 20 and 21 and for lots 16 and 17 fronting on Wheeler Road; Lots 18 and 19 located at the corner of the entrance to the subdivision which shall be permitted to have driveway cuts only on the entrance street to the subdivision.

OWNER/DEVELOPER has provided in its Covenants that orientation of

buildings on Wheeler Road shall face Wheeler Road, and further shall require all truck traffic and deliveries to take place through the rear driveway for said lots to be constructed on the interior street of said subdivision.

8. OWNERS/DEVELOPERS agree to tender to the VILLAGE OF SUGAR GROVE Final Engineering, Final Landscaping Design, Final Plat, and Monument features for a COMPLETE "Hi Point" development prior to execution and approval of the First Unit Final Plat of Subdivision.
 - a. OWNERS will install a Boulevard type entrance with substantial landscaping at the Wheeler Road Entrance to the subject property, together with sign monuments.
 - b. The same type of sign monument shall be installed at the Jason Street entrance to the Subdivision, but no Boulevard Street shall be required.
 - c. Said Boulevard entrance landscaping and entrance signs shall be maintained and repaired by the Association created by the "Declaration of Protective Covenants" for the Hi-Point Center and shall be backed up with a "dormant" Special Service Area as insurance if the Association fails.
9. This Agreement shall be binding upon the successors, heirs, and assigns of all parties hereto.
10. In the event any provision of this Agreement is held invalid by a Court of competent jurisdiction, the remaining portions shall remain in full force and effect.
11. No Land-Cash, transition, impact, or similar fee shall be charged to OWNERS as result of said Annexation, in consideration of OWNERS developing the subject real property for commercial use and the Wheeler Road improvements. However, the Village will be imposing an "impact" fee on the "Permittee" at the time an individual building permit is issued. Said "Impact" fee will be set at \$35 per 1000 s.f. of total building area (dedicated to the Sugar Grove Fire Protection District) and \$35 per 1000 s.f. payable to the Village of Sugar Grove. Said "impact" fee is established and shall be held constant for the first five years, thereafter the "impact" fee would coincide with the current Village/Fire "impact" fees. The parties agree that such fee shall be made pursuant to the statutory authority set forth in 65 ILCS 5/11-15.1-2 and that said donation is made notwithstanding any court decision invalidating such ordinances.
12. The VILLAGE has entered into an Intergovernmental Agreement with the Fox

Metro Water Reclamation District (i.e. FMWRD) to serve the Village with Sanitary Sewer service. Upon execution of the agreement, the OWNERS/DEVELOPERS will have to pay the FMWRD annexation/connection fees and abide by their requirements for sanitary sewer service. Individual wells and septic systems will not be allowed.

13. Prior to the execution of this agreement the OWNERS/DEVELOPERS engineer must satisfactorily prove to the VILLAGE that the existing Wheeler Road Lift Station is suitable for serving the "Hi Point" property. Any Lift Station modifications necessary will be the responsibility of the OWNERS/DEVELOPERS.
14. OWNER/DEVELOPER hereby grants an Irrevocable Option to the Village of Sugar Grove to purchase a parcel of real property up to 3 acres in size in the subject development at a price of \$1.50 per square foot, said option must be exercised in writing by the Village of Sugar Grove no later than 5 years from the date of execution of this Agreement by the Village of Sugar Grove. Upon passage of an Ordinance by the Village of Sugar Grove annexing the subject property, the parties agree to execute and record a separate Option Agreement covering the affected property.

In Witness whereof, the undersigned have hereunto set their hands and seals this 15th day of September, 1998.

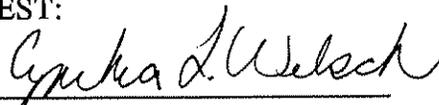
VILLAGE OF SUGAR GROVE

BY: 
Michael Douglas, Village President

HI-POINT CENTER

BY: 
Thomas Pattermann

ATTEST:

BY: 
Cynthia A. Welsch
Village Clerk

BY: 
Joan Pattermann

Law Offices of Daniel J. Kramer
1107A S. Bridge Street
Yorkville, Illinois 60560
630.553.9500

EXHIBIT "A"

LEGAL DESCRIPTION

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE EASTERLY ALONG THE CENTER LINE OF U.S. ROUTE NO. 30, 245.18 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID CENTER LINE 140.23 FEET TO A POINT THAT IS 141.55 FEET WESTERLY OF THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO MICHAEL C. DUGAN BY DOCUMENT 1623608 (MEASURED ALONG SAID CENTER LINE); THENCE SOUTHERLY PARALLEL WITH THE RIGHT OF WAY OF BURLINGTON NORTHERN, INC.; THENCE WESTERLY ALONG SAID NORTHERLY LINE 120.49 FEET TO A LINE DRAWN PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER FROM THE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER 352.13 FEET TO THE POINT OF BEGINNING, EXCEPT THE NORTHERLY 40.0 FEET THEREOF LYING WITHIN SAID ROUTE NO. 30, IN BIG ROCK TOWNSHIP, KANE COUNTY, ILLINOIS.

EXHIBIT "C"

Section 15. M-1 Light Industrial District

A. Permitted Uses. In an M-1 light industrial district, a building or premises may be used for the following purposes:

1. apparel manufacturing
2. automobile and truck repair (major)
3. bedspring and mattress manufacturing
4. belting manufacturing
5. bicycle manufacturing
6. boat repair
7. bottling works
8. building equipment
9. building materials yard and storage
10. cabinet manufacturing
11. carpet and rug cleaning
12. cartage - express hauling or storage
13. contractors, architects, and engineers offices, shops, or yards
14. distributing warehouse
15. drapery and bedding
16. electronics components manufacturing
17. electric motor and generator manufacturing
18. food manufacturing, packaging or processing
19. fuel and ice sales
20. glass products manufacturing
21. greenhouse
22. ice cream and ice manufacturing
23. industrial or business school
24. kennel and small animal hospital
25. laundries
26. machine shop
27. medical clinic
28. office buildings - professional, business, medical
29. pharmaceutical and cosmetic manufacturing
30. printing and lithography
31. precision instrument manufacturing
32. public utility yards
33. radio and television stations and studios
34. research and development facilities
35. sporting goods manufacturing

EXHIBIT "C" - continued

36. tool and die shop
37. toy manufacturing
38. car, truck and tractor rental
39. warehouse - public or private
40. water softening equipment
41. woodworking and wood products
42. accessory uses to the above, including retail sales of products manufactured on the premises or retail sales complimentary and supplementary to sales of services on the premises.

LEGAL DESCRIPTION

THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE FOLLOWING TRACTS OF LAND: THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 8; THENCE EASTERLY 527.64 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO A POINT 800.00 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID WEST HALF, AS MEASURED ALONG SAID SECTION LINE, FOR THE POINT OF BEGINNING; THENCE NORTHERLY 2651.83 FEET ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 30 MINUTES 12 SECONDS MEASURED COUNTERCLOCKWISE FROM THE PROLONGATION OF THE LAST DESCRIBED COURSE, TO THE NORTH LINE OF SAID SOUTHEAST QUARTER WHICH IS 800.00 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID WEST HALF, AS MEASURED ALONG SAID SECTION LINE; THENCE EASTERLY 800.00 FEET ALONG SAID NORTH LINE FORMING AN ANGLE OF 90 DEGREES 16 MINUTES 40 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, TO THE NORTHEAST CORNER OF SAID WEST HALF; THENCE SOUTHERLY 2648.77 FEET ALONG THE EAST LINE OF SAID WEST HALF FORMING AN ANGLE OF 89 DEGREES 43 MINUTES 18 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, TO THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE WESTERLY 800.00 FEET ALONG THE SOUTH LINE OF SAID SECTION 8 FORMING AN ANGLE OF 90 DEGREES 29 MINUTES 50 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, TO THE POINT OF BEGINNING; AND FURTHER EXCEPTING THE SOUTHERLY 370 FEET OF THE WESTERLY 950 FEET OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN), AND ALSO EXCEPT THAT PART OF THE NORTH HALF OF WHEELER ROAD PRESENTLY WITHIN THE VILLAGE LIMITS, IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

CERTIFICATE

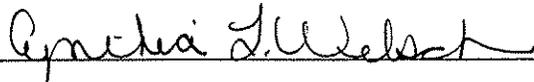
I, Cynthia L. Welsch, certify that I am the appointed Acting Municipal Clerk of the Village of Sugar Grove, Kane County, Illinois.

I further certify that on the 15 day of September, 1998 the President and Board of Trustees of the Village of Sugar Grove passed and approved Ordinance No. 705 Entitled An Ordinance Authorizing the Execution of An Annexation Agreement of Thomas Patterman and Joan Patterman

Which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 705 including the Ordinance and cover sheet thereof was prepared, and a copy of such Ordinance was posted in the Municipal building, commencing on the 15th day of September, 1998 and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Municipal Clerk.

Dated at Sugar Grove, Illinois this 16th day of September, 1998.



Cynthia L. Welsch,
Acting Village Clerk



**Engineering
Enterprises,
Inc.**

52 Wheeler Road • Sugar Grove, IL 60554

TEL: 630/466-9350

FAX: 630/466-9380

EXHIBIT "E"

August 24, 1998

Mr. Brian L. Schiber, P.E.
Village Engineer
Village of Sugar Grove
10 Municipal Drive
P.O. Box 49
Sugar Grove, IL 60554

**Re: Hi-Point Center
Offsite Road Design**

Dear Mr. Schiber:

This letter is in response to our recent meeting where a request was made for a revised preliminary design and cost estimate for the upgrading of Wheeler Road.

Enclosed for your review and distribution please find the following.

1. Revised road cross sections (drawings no. CX75 and CX76) for both the existing paved section and existing gravel section of Wheeler Road.
2. Map exhibit showing the limits of construction for each section.
3. Revised structural number calculations for both sections.
4. Revised preliminary cost estimate for each section.

Based on discussions at our recent meeting, the proposed structural number was revised to 3.50± with the resultant pavement sections shown in exhibits CX75 and CX76.

1999 K077213

17

Mr. Brian L. Schiber, P.E.
Village Engineer
Village of Sugar Grove
August 24, 1998
Page 2

The preliminary improvement costs are as follows:

- | | | | |
|----|---|----------------|---------------------|
| 1. | Section No. 1 – Existing paved section | | |
| | 3,400 LF | Total = | \$151,112.40 |
| 2. | Section No. 2 – Existing gravel section | | |
| | 3,180 LF | <u>Total =</u> | <u>\$209,323.80</u> |
| | Total of Sections No. 1 and 2 | = | \$360,436.20 |

These offsite improvements could be constructed in many different phases. We offer the following sequence of construction for your consideration.

- Section 1 Existing Paved Section – Sta. 10+00 to Sta. 44+00
Provide widening and 4' aggregate shoulder with phase 2 onsite construction.
Provide bituminous overlay with phase 3 onsite construction.
- Section 2 Existing gravel section – Sta. 52+00 to Sta. 83+80
Provide 6" B.A.M. overlay to the limits of phase 1 with phase 1 onsite construction. Provide 6" B.A.M. overlay to the limits of phase 2 with phase 2 onsite construction. Provide 2" Bituminous Concrete Surface Course on the entire length with phase 3 onsite construction.

Please contact us if you have any questions or require additional information.

Very truly yours,

ENGINEERING ENTERPRISES, INC.



David R. Burroughs, P.E.
Vice President

DRB/arf

pc: Mr. Tom Patterman
Mr. Dan Kramer

STRUCTURAL NUMBER OF PROPOSED

PAVEMENT SECTION

Revised: August 24, 1998

Section No. 1 – Existing Paved Section
Sta. 10+00 to Sta. 44+00
3,400 LF

<u>Material</u>	<u>Thickness</u>	<u>Coefficient</u>	<u>Total</u>
Aggregate Base Course (Existing)	8"	0.13	1.04
Bituminous Concrete, Class B, Plant Mix (Existing)	3"	0.36	0.90
Bituminous Concrete Overlay Class I Binder Course	2 ½"	0.33	0.83
Bituminous Concrete Class I, Surface Course	2"	0.40	<u>0.80</u>
		Total =	3.57

JOB # PR9666

WHEELER ROAD - OVERLAY OF EXISTING BITUMINOUS ROAD
 STA 10+00 to STA 44+00 (Section 1)
 SCHEDULE OF PRICES
 CONTRACT NUMBER

AUGUST 24, 1998

COUNTY NAME	CODE	DIST	SECTION NUMBER	PROJECT NUMBER	ROUTE
KANE			WHEELER ROAD OVERLAY OF EXISTING BITUMINOUS ROAD	PR9666	CLASS II

CODE NUMBER	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
20200100	EARTH EXCAVATION	CU. YD.	1200	\$12.00	\$14,400.00
21101300	FURNISH AND PLACE TOPSOIL, 4"	SQ. YD.	2500	\$2.00	\$5,000.00
25000210	SEEDING, CLASS 2A	ACRE	0.6	\$2,100.00	\$1,260.00
25100115	MULCH, METHOD 2	ACRE	0.6	\$1,000.00	\$600.00
25000400	NITROGEN FERTILIZER NUTRIENT	POUND	60	\$0.50	\$30.00
25000500	PHOSPHORUS FERTILIZER NUTRIENT	POUND	60	\$0.50	\$30.00
25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	60	\$0.50	\$30.00
28000300	TEMPORARY DITCH CHECKS	EACH	11	\$200.00	\$2,200.00
35500500	BITUMINOUS BASE COURSE, 6"	SQ. YD.	760	\$9.00	\$6,840.00
40600200	BITUMINOUS MATERIALS (PRIME COAT)	GAL	910	\$1.50	\$1,365.00
40600300	AGGREGATE SUB-BASE, 4", TYPE B	SQ. YD.	760	\$4.00	\$3,040.00
40600850	2 1/2" BITUMINOUS CONCRETE BINDER COURSE, CLASS I	TON	1260	\$32.00	\$40,320.00
40600860	1 1/2" BITUMINOUS CONCRETE SURFACE COURSE, CLASS I	TON	1008	\$34.00	\$34,272.00
48101500	AGGREGATE SHOULDERS, TYPE B 6"	SQ. YD.	3022	\$5.00	\$15,110.00
70100450	TRAFFIC CONTROL AND PROTECTION STANDARD	LS	1	\$1,000.00	\$1,000.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	550	\$0.80	\$440.00
SUB-TOTAL					\$125,937.00
ENGINEERING & CONTINGENCY (20%)					\$25,187.40
BIDDERS PROPOSAL FOR MAKING ENTIRE IMPROVEMENTS					\$151,124.40

20

STRUCTURAL NUMBER OF PROPOSED

PAVEMENT SECTION

Revised: August 24, 1998

Section No. 2 – Existing Gravel Section
Sta. 52+00 to Sta. 83+80
3,180 LF

<u>Material</u>	<u>Thickness</u>	<u>Coefficient</u>	<u>Total</u>
Aggregate Base Course (Existing)	9"	0.13	1.17
Bituminous Aggregate Materials, M.S. = 400	6"	0.18	1.08
Bituminous Concrete Class I, Binder Course	2"	0.33	0.66
Bituminous Concrete Class I, Surface Course	1 ½"	0.40	<u>0.60</u>
		Total =	3.51

JOB # PR9666

WHEELER ROAD - OVERLAY OF EXISTING GRAVEL ROAD
 STA 52+00 to STA 83+80 (Section 2)
 SCHEDULE OF PRICES
 CONTRACT NUMBER

MAY 26, 1998
 Revised: 8/24/98

COUNTY NAME	CODE	DIST	SECTION NUMBER	PROJECT NUMBER	ROUTE
KANE			WHEELER ROAD OVERLAY OF EXISTING GRAVEL ROAD	PR9666	CLASS II

CODE NUMBER	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
20200100	EARTH EXCAVATION	CU. YD.	1500	\$12.00	\$18,000.00
21101300	FURNISH AND PLACE TOPSOIL, 4"	SQ. YD.	2500	\$2.00	\$5,000.00
25000210	SEEDING, CLASS 2A	ACRE	0.6	\$2,100.00	\$1,260.00
25100115	MULCH, METHOD 2	ACRE	0.6	\$1,000.00	\$600.00
25000400	NITROGEN FERTILIZER NUTRIENT	POUND	60	\$0.50	\$30.00
25000500	PHOSPHORUS FERTILIZER NUTRIENT	POUND	60	\$0.50	\$30.00
25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	60	\$0.50	\$30.00
28000300	TEMPORARY DITCH CHECKS	EACH	11	\$200.00	\$2,200.00
35500500	BITUMINOUS BASE COURSE, 6"	SQ. YD.	8480	\$9.00	\$76,320.00
40600200	BITUMINOUS MATERIALS (PRIME COAT)	GAL	711	\$1.50	\$1,066.50
40600300	AGGREGATE (PRIME COAT)	TON	5	\$25.00	\$125.00
40600850	2" BITUMINOUS CONCRETE BINDER COURSE, CLASS I	TON	942	\$32.00	\$30,144.00
40600860	1 1/2" BITUMINOUS CONCRETE SURFACE COURSE, CLASS I	TON	708	\$34.00	\$24,072.00
48101500	AGGREGATE SHOULDERS, TYPE B 6"	SQ. YD.	2827	\$5.00	\$14,135.00
70100450	TRAFFIC CONTROL AND PROTECTION STANDARD	LS	1	\$1,000.00	\$1,000.00
78000200	THERMOPLASTIC PAVEMENT MARKING	FOOT	530	\$0.80	\$424.00
	- LINE 4"				

SUB-TOTAL

\$174,436.50

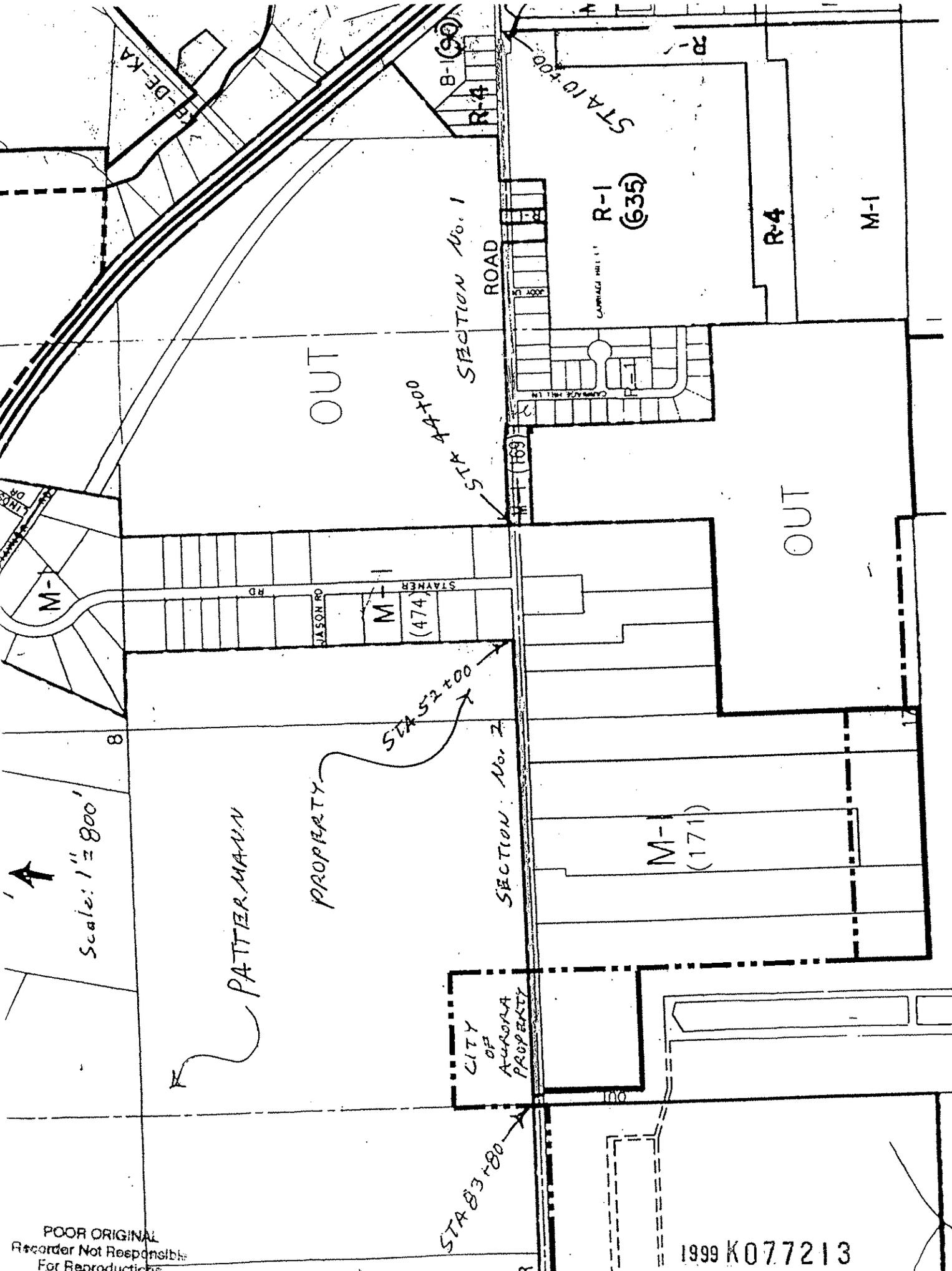
ENGINEERING & CONTINGENCY (20%)

\$34,887.30

BIDDERS PROPOSAL FOR MAKING ENTIRE IMPROVEMENTS

\$209,323.80

22



POOR ORIGINAL
Recorder Not Responsible
For Reproductions

1999 K077213

2

FILED FOR RECORD
KANE COUNTY, ILL.

1999 AUG -6 AM 11:45

Lynne M. Raines
RECORDER



Scale: 1" = 800'

B-3

M-1

8

PATTERMANN

PROPERTY

1999K077213
STA 83+80

CITY
OF
AURORA
PROPERTY

SECTION No. 2

JASON RD

M-1

(474)

STATNER RD

STA 52+00

STA 44+

WHEELER

M-1 (169)

M-1
(171)

OUT

AURORA
MUNICIPAL AIRPORT

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: RICH YOUNG, COMMUNITY DEVELOPMENT DIRECTOR
MIKE FERENCAK, VILLAGE PLANNER
SUBJECT: PUBLIC HEARING: BATAVIA ENTERPRISES PROPERTY
ANNEXATION AGREEMENT
AGENDA: AUGUST 16, 2011 REGULAR VILLAGE BOARD MEETING
DATE: AUGUST 11, 2011

ISSUE

Shall the Board hold a public hearing to consider the Annexation Agreement for the Batavia Enterprises Property (Sugar Grove 47 Properties, LLC), located along the west side of State Route 47, north of Wheeler Road.

DISCUSSION

This Annexation Agreement is necessary for the Annexation of this property. The Annexation is needed for the Rezoning of this property and the Rezoning is necessary for including this property in the proposed TIF District. The Rezoning public hearing will be held at the Plan Commission tomorrow night.

The Annexation Agreement requires that the owner / developer come back to the Village for approvals for any proposed development or non-agricultural use of the property.

No discussion is planned, however the public hearing shall be opened, comments received, and the public hearing may be closed. The draft Annexation Agreement is attached.

COSTS

The newspaper publication of the Annexation Agreement cost \$200.00. The newspaper publication of the Rezoning cost \$202.00. The certified mailings for the Rezoning cost \$223.60. The signs for the Rezoning cost \$975.00. All costs should be covered by the TIF District account.

RECOMMENDATION

That public hearing is opened and comments are received on the draft Annexation Agreement and the public hearing is then closed for the Batavia Enterprises Property.

DRAFT

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

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

WHEREAS, the Parties wish to zone the Property under the terms of this Agreement; and,

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

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

WHEREAS, the Corporate Authorities and the Plan Commission of the VILLAGE have duly held all public hearings relating to zoning and Preliminary Plan approval and variations pursuant to public notices thereof, all as required by the provisions of the VILLAGE'S ordinances and the Illinois Compiled Statutes; and,

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

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

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

WHEREAS, pursuant to due notice and publication in the manner provided by law, the appropriate zoning authorities of the VILLAGE have had such public hearing and have taken all further action required by the provisions of 65 ILCS 5/11-15.1-3 and the ordinances of the VILLAGE relating to the procedure for the authorization, approval and execution of this Agreement by the VILLAGE.

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:

DRAFT

1. **ANNEXATION.**

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

2. **ZONING.**

Contemporaneously with the annexation of the Property, the VILLAGE shall adopt an ordinance amending the provisions of the Sugar Grove Zoning Map so as to provide that the Property shall be classified as an M-1 Limited Manufacturing District. The VILLAGE shall not be required to provide any municipal services to the Property until an amended annexation agreement has been executed pursuant to Paragraph 3 hereof.

3. **FUTURE USE AND DEVELOPMENT.**

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

4. **DISCONNECTION.**

OWNER shall have the right, at any time, during the term of this Agreement to petition the VILLAGE in writing for a voluntary disconnection of the Property from the VILLAGE. If

DRAFT

the Property has not been the subject of an amended annexation agreement, the VILLAGE shall grant the disconnection within 90 days of receipt of the request.

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

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

6. **BINDING EFFECT AND TERM.**

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

7. **NOTICES.**

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

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

Notice shall be provided at the following addresses:

VILLAGE: Village of Sugar Grove
10 S. Municipal Drive
Sugar Grove, IL 60554
Attn: Brent Eichelberger
Village Administrator

Copy to: Village of Sugar Grove
10 S. Municipal Drive
Sugar Grove, IL 60554
Attn: Cynthia Galbreath
Village Clerk

Copy to: Village Attorney:
Steven A. Andersson
P. O. Box 787
2111 Plum Street, Suite 201
Aurora, Illinois 60507-0787

OWNER:

Copy to:

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

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

9. **PARTIAL INVALIDITY OF AGREEMENT.**

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

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

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

10. **MISCELLANEOUS**

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

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

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

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

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

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

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

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

incorporated as part of this Agreement by this reference.

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

[Space below intentionally left blank]

VILLAGE:

THE VILLAGE OF SUGAR GROVE

By: _____
P. Sean Michels, Village President

Attest: _____
Cynthia Galbreath, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

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

Given under my hand and official seal, this _____ day of _____, 2011.

Notary Public

EXHIBIT LIST

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

Exhibit "A"

PARCEL ONE:

THAT PART OF THE EAST HALF OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 8 WITH THE EAST LINE OF SUGAR GROVE RESEARCH PARK (RECORDED MARCH 21, 1990 AS DOCUMENT NO. 90K143321); THENCE ON ASSUMED BEARINGS ALONG THE EASTERLY BOUNDARY OF SAID SUGAR GROVE RESEARCH PARK FOR THE FOLLOWING THREE COURSES; 1) NORTH 00 DEGREES 28 MINUTES 25 SECONDS WEST 2648.21 FEET; 2) NORTH 89 DEGREES 15 MINUTES 10 SECONDS EAST 262.5 FEET; 3) NORTH 11 DEGREES 37 MINUTES 24 SECONDS EAST 882.42 FEET TO THE SOUTHWESTERLY LINE OF ILLINOIS ROUTE 47; THENCE SOUTH 55 DEGREES 59 MINUTES 38 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE 245.58 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 25 SECONDS EAST, PARALLEL WITH SAID EAST LINE OF SUGAR GROVE RESEARCH PARK, 3367.61 FEET TO THE SOUTH LINE OF SAID SECTION 8; THENCE SOUTH 89 DEGREES 01 MINUTES 40 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 8, 649.90 FEET TO THE POINT OF BEGINNING, IN SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS.

PIN 14-08-200-027; 14-08-400-008 (now 14-08-400-008 and 14-08-400-013)

PARCEL TWO:

THAT PART OF THE EAST HALF OF SECTION 8 AND PART OF THE WEST HALF OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 9 THAT IS 1352.20 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE SOUTHWEST 89 DEGREES 15 MINUTES 05 SECONDS WEST (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID SECTION 9, 1352.20 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89 DEGREES 01 MINUTES 40 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 8, 677.60 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 25 SECONDS WEST 3367.61 FEET TO THE SOUTHWESTERLY LINE OF ILLINOIS ROUTE 47; THENCE SOUTH 55 DEGREES 59 MINUTES 38 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE 729.64 FEET, THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3421.34 FEET, FOR AN ARC DISTANCE OF 965.70 FEET; THENCE SOUTH 39 DEGREES 49 MINUTES 18 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE 1127.95 FEET TO THE MONUMENTED WEST LINE OF PROPERTY DESCRIBED BY WARRANTY DEED RECORDED SEPTEMBER 27, 2000 AS DOCUMENT NO. 2000K077147; THENCE SOUTH 00 DEGREES 38 MINUTES 44 SECONDS EAST ALONG SAID WEST LINE AND SAID WEST LINE EXTENDED, 1418.86 FEET TO THE POINT OF BEGINNING, IN SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS.

PIN 14-08-200-026; 14-09-300-033; 14-09-300-002; 14-09-100-016; 14-08-400-007 (now 14-08-400-012 and 14-08-400-011)

Exhibit "B"

CHECKLIST OF AMENDMENT ISSUES

(Not exhaustive)

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

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

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

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

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

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

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: CINDY GALBREATH, VILLAGE CLERK
SUBJECT: POLICE PENSION BOARD RE-APPOINTMENT
AGENDA: AUGUST 16, 2011 REGULAR BOARD MEETING
DATE: THURSDAY, AUGUST 11, 2011

ISSUE

Should the Board of Trustees of the Village of Sugar Grove ratify President Michels appointment of Mr. Jim Morton to Police Pension Board.

DISCUSSION

The Police Pension Board is comprised of five members, two which are appointed by the Village and three are elected by the participating members of the Police Department. Mr. Jim Morton's appointment term has expired, however, as per statute he is a hold over appointment. Mr. Morton has indicated his willingness to continue to serve on this board.

This appointment is authorized by Village Code 1-8-6-C, which states that the mode of appointment is the President and Trustees, voting jointly.

COSTS

There are no costs.

RECOMMENDATION

That the Village Board ratifies the appointment of Mr. Jim Morton to the Sugar Grove Police Pension Board. .



**Engineering
Enterprises,
Inc.**

52 Wheeler Road • Sugar Grove, IL 60554

TEL: 630 / 466-6700

FAX: 630 / 466-6701

www.eeiweb.com

August 8, 2011

Mr. Tony Speciale
Village of Sugar Grove
10 Municipal Drive
Sugar Grove, IL 60554

**Re: 2011 Street Maintenance Program (Section 11-00000-01-GM)
Village of Sugar Grove
Kane County, Illinois**

Dear Mr. Speciale:

Bids were received, opened and tabulated for work to be done on the above referenced project at 11:00 a.m., August 8, 2011. Representatives of the Village of Sugar Grove, contractors bidding the work, and our firm were in attendance.

We recommend the acceptance of the bid and approval of award to be made to the low bidder, Aurora Blacktop, Inc., 1065 Sard Avenue, Montgomery, Illinois 60538 in the amount of \$229,828.35. Attached please find a tabulation of the bids for your reference. If you have any questions or require any additional information, please call our office.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.


Jason M. Bauer, P.E.
Project Manager

Enclosure

pc: President and Board of Trustees
Mr. Brent Eichelberger, Village Administrator
Ms. Cynthia Galbreath, Village Clerk
Mr. Brad Merkel, Utilities Supervisor
Mr. Geoff Payton, Streets and Properties Supervisor
Mr. Justin VanVooren, Finance Director
Mr. Jay Leifheit, Aurora Blacktop, Inc.
Ms. Marilyn Solomon, IDOT District 1

G:\Public\SUGARGRO\2011\SG1111 2011 MFT Street Maintenance Program\Docs\lspeciale01-award.doc

Consulting Engineers Specializing in Civil Engineering and Land Surveying

**BID SUMMARY
SECTION 11-00000-01-GM
VILLAGE OF SUGAR GROVE**

BID TABULATION BIDS RECEIVED 11:00 A.M. 8/8/2011	AURORA BLACKTOP, INC. 1065 Sard Avenue Montgomery, IL 60538	GENEVA CONSTRUCTION CO. P.O. Box 998 Aurora, IL 60507	CURRAN CONTRACTING CO. 2220 County Farm Road DeKalb, IL 60115	BUILDERS ASPHALT (d/b/a Hardin Paving Services) 4413 W. Roosevelt Rd., Suite 108 Hillside, IL 60162	ENGINEER'S ESTIMATE ENGINEERING ENTERPRISES, INC 52 Wheeler Road Sugar Grove, IL 60554
TOTAL BID	\$229,828.35	\$236,781.25	\$259,113.00	\$263,563.00	\$288,840.00
TRAINEES	X	X	X	X	
BID BOND	X	X	X	X	
SIGNED BID	X	X	X	X	
ADDENDUM	X	X	X	X	
BID TABULATION BIDS RECEIVED 11:00 A.M. 8/8/2011					
TOTAL BID					
BID BOND					
SIGNED BID					
ADDENDUM					
TRAINEES FORM					

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS
GEOFF PAYTON, STREETS & PROPERTIES SUPERVISOR
SUBJECT: RESOLUTION: 2011 MFT / PAVEMENT MAINTENANCE PROGRAM
AGENDA: AUGUST 16, 2011 REGULAR BOARD MEETING
DATE: AUGUST 9, 2011

ISSUE

Should the Village Board award the contract for the 2011 MFT / Pavement Maintenance Program.

DISCUSSION

In the 2011 MFT Program, Public Works staff is focusing on overlaying Terry Drive (from Frontage Road to east end), Merrill Road (from Windsor Road to new pavement at Bliss Road) along with patching on Denny Road, Windsor Road, Fairlee Court, Annette's Circle and Fay's Lane. This program will include edge milling, patching and the installation of miscellaneous curb and gutter sections to aid drainage.

Sealed bids were received, opened and tabulated on Monday August 8, 2011 at 11:00 AM. Attached is a summary of the bids for your reference. Staff recommends the acceptance of the bid and approval of award be made to the lowest responsive and responsible bidder, Aurora Blacktop, Inc., 1065 Sard Avenue, Montgomery, Illinois 60538 in the amount of \$229,828.35. The engineers estimated cost of construction was \$288,840.00. This is \$59,011.65 under the engineer's estimate and any remaining funds are to be utilized to complete work in conjunction with the project, such as additional curb and sidewalk repairs. The estimated engineering cost of this project is \$31,042.00. The total contract value of the 2011 MFT Program is \$260,870.35.

COST

The Fiscal Year 11-12 Budget has \$404,712.40 allocated for the 2011 MFT / Pavement Maintenance Program. Account number 35-50-6303: Engineering Services has \$13,090.00 allocated for engineering and account number 35-50-7008: Capital Improvements includes \$105,910.00 for the construction. Account number 35-53-6303: Engineering Services has \$31,428.36 allocated for engineering and account number 35-53-7008: Streets / ROW Improvements has \$254,284.04 allocated for construction.

RECOMMENDATION

The Village Board approve Resolution # 20110816PW1 authorizing an agreement for the 2011 Street Maintenance Program contract in the amount of \$229,828.35 to Aurora Blacktop, Inc., 1065 Sard Avenue, Montgomery, Illinois 60538.

.



RESOLUTION NO. 20110816PW1

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH AURORA BLACKTOP, INC. FOR CONSTRUCTION SERVICES FOR THE 2009 STREET MAINTENANCE PROGRAM

WHEREAS, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to engage the services of Aurora Blacktop, Inc. to provide construction services for the 2011 Street Maintenance Program, and to execute the attached agreement;

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

The agreement between Aurora Blacktop, Inc. and the Village of Sugar Grove for the professional construction services for the 2011 Street Maintenance Program. The President and Clerk are hereby authorized to execute said agreement on behalf of the Village and to take such further actions as are necessary to fulfill the terms of said agreement.

Passed by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, at a regular meeting thereof held on the 16th day of August, 2011.

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 Mari Johnson	_____	_____	_____	_____
Trustee Rick Montalto	_____	_____	_____	_____
Trustee David Paluch	_____	_____	_____	_____
Trustee Thomas Renk	_____	_____	_____	_____



**RESOLUTION NO. 20110816PD-A
AUTHORIZING PARTICIPATION IN
STATE OF ILLINOIS FEDERAL SURPLUS PROPERTY PROGRAM**

WHEREAS, the Village of Sugar Grove has limited fiscal resources available for the procurement of heavy-duty construction equipment, vehicles, commodities, and other property; and

WHEREAS, the State of Illinois' Federal Surplus Property Program offers a variety of surplus property at approximately 5-25 percent of the acquisition value, effectively reducing program costs by acquiring items that have been used to their life expectancy or property that must be replaced for safety or economic reasons; and

WHEREAS, the Village of Sugar Grove agrees to the following terms and conditions to use the surplus property only in the official program which it represents; and upon receipt, agrees to place the surplus property into use within one year; and it agrees that the property shall be used for a period of one year (certain items, eighteen months); that it agrees it will not sell, loan, trade or tear down the property without written consent from the State of Illinois; and

WHEREAS, the Village of Sugar Grove understands that surplus property must be used in an authorized program and that personal use or non-use of surplus property is not allowed;

THEREFORE, the President and Board of Trustees of the Village of Sugar Grove do hereby consent and decree that the Village of Sugar Grove is authorized to participate in the State of Illinois Federal Surplus Property Program.

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

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

Subscribed and sworn to me this 16th day of August 2011.

Cynthia Galbreath, Clerk, Village of Sugar Grove, Kane County, Illinois

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: BRAD SAUER, CHIEF OF POLICE
SUBJECT: RESOLUTION FOR PARTICIPATION IN STATE OF ILLINOIS FEDERAL SURPLUS PROPERTY PROGRAM
AGENDA: AUGUST 16, 2011 REGULAR BOARD MEETING
DATE: JUNE 28, 2011

ISSUE

Should the Village Board approve a Resolution to participate in the State of Illinois Federal Surplus Program.

DISCUSSION

The State of Illinois Federal Surplus Property Program offers a variety of surplus property at approximately 5-25 percent of the acquisition value, effectively reducing program costs by acquiring items that have been used to their life expectancy or property that must be replaced for safety or economic reasons. The Village of Sugar Grove must agree to use the surplus property only in the official program which it represents, that we will place the surplus property into use within one year, and that the surplus property will be used for a period of one year, that we will not sell, loan, trade or tear down the property without written consent from the State of Illinois.

COSTS

There is no cost to join the State and Federal Surplus Program.

RECOMMENDATION

It is recommended that the Village Board approve a Resolution authorizing the Village of Sugar Grove to participate in the Illinois Federal Surplus Property Program.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: RICH YOUNG, COMMUNITY DEVELOPMENT DIRECTOR
MIKE FERENCAK, VILLAGE PLANNER
SUBJECT: PUBLIC HEARING: HI-POINT CENTER ANNEXATION
AGREEMENT AMENDMENT
AGENDA: AUGUST 16, 2011 REGULAR VILLAGE BOARD MEETING
DATE: AUGUST 11, 2011

ISSUE

Shall the Board hold a public hearing to consider an amendment to the Annexation Agreement for the Hi-Point Center (Thomas and Joan Patterman), located along the north side of Wheeler Road, west of the Sugar Grove Research Park.

DISCUSSION

This Annexation Agreement Amendment is necessary for the Rezoning of this property and the Rezoning is necessary for including this property in the proposed TIF District. The Rezoning public hearing will be held at the Plan Commission tomorrow night.

The Rezoning would be from B-3 PUD to M-1 PUD. Under the existing Annexation Agreement all "B-3 Business District PUD permitted uses" as well as "those M-1 uses listed in the attached Exhibit C" (of the Agreement) are permitted. All of these permitted uses would continue to be permitted with the amended Annexation Agreement.

The only change is simply the relabeling of the zoning district. The B-3 PUD permitted uses would not be removed. Also, any M-1 uses listed in our current Zoning Ordinance would not be added.

No discussion is planned, however the public hearing shall be opened, comments received, and the public hearing may be closed. The existing Annexation Agreement and draft Annexation Agreement Amendment are both attached.

COSTS

The newspaper publication of the Annexation Agreement Amendment cost \$158.00. The newspaper publication of the Rezoning cost \$168.00. The certified mailings for the Rezoning cost \$139.75. The signs for the Rezoning cost nothing since we used Village-owned signs. All costs should be covered by the TIF District account.

RECOMMENDATION

That public hearing is opened and comment be received on the draft Annexation Agreement Amendment and the public hearing is then closed for the Hi-Point Center.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: BRENT EICHELBERGER VILLAGE ADMINISTRATOR
RICHARD YOUNG, COMMUNITY DEVELOPMENT DIR.
SUBJECT: PUBLIC HEARING TO RECEIVE COMMENTS REGARDING
THE ESTABLISHMENT OF THE SUGAR GROVE INDUSTRIAL
TAX INCREMENT FINANCING (TIF) DISTRICT
AGENDA: AUGUST 16, 2011 VILLAGE BOARD MEETING
DATE: AUGUST 11, 2011

ISSUE

Should the Village establish the Sugar Grove Industrial Tax Increment Financing (TIF) District Number 1 as outlined in the Redevelopment Plan and Program.

DISCUSSION

The next step in the establishment of the Sugar Grove Industrial TIF District is the Public Hearing to consider comments on the proposed TIF area. Staff requests that the Village Board listen to all the comments, answer any factual questions, but not engage in policy discussion at this time. The Board will have time to discuss the TIF at a subsequent meeting.

The Board may desire to make the following statement before opening the Public Hearing.

“The Public Hearing on the Proposed TIF is the opportunity for interested parties to provide comment to the Village. No vote on the TIF will take place tonight. The Village Board is not scheduled to discuss the TIF tonight. This is the time for the public to provide comment. All comments will be given due consideration when the Board discusses the TIF and ultimately takes action at a future meeting. The Village will attempt to answer reasonable factual questions tonight, but will not answer policy questions and will not be making policy statements.”

Staff is reviewing whether the Public Hearing should be continued or closed and will advise the Board accordingly.

ATTACHMENTS

1. Proposed TIF District Map
2. Existing Land Uses (acres)

COST

There are estimated costs of \$500 for the publishing of the public hearing notice.

RECOMMENDATION

That the Village Board holds the public hearing and takes no action.

Contiguity Gap



Remove?

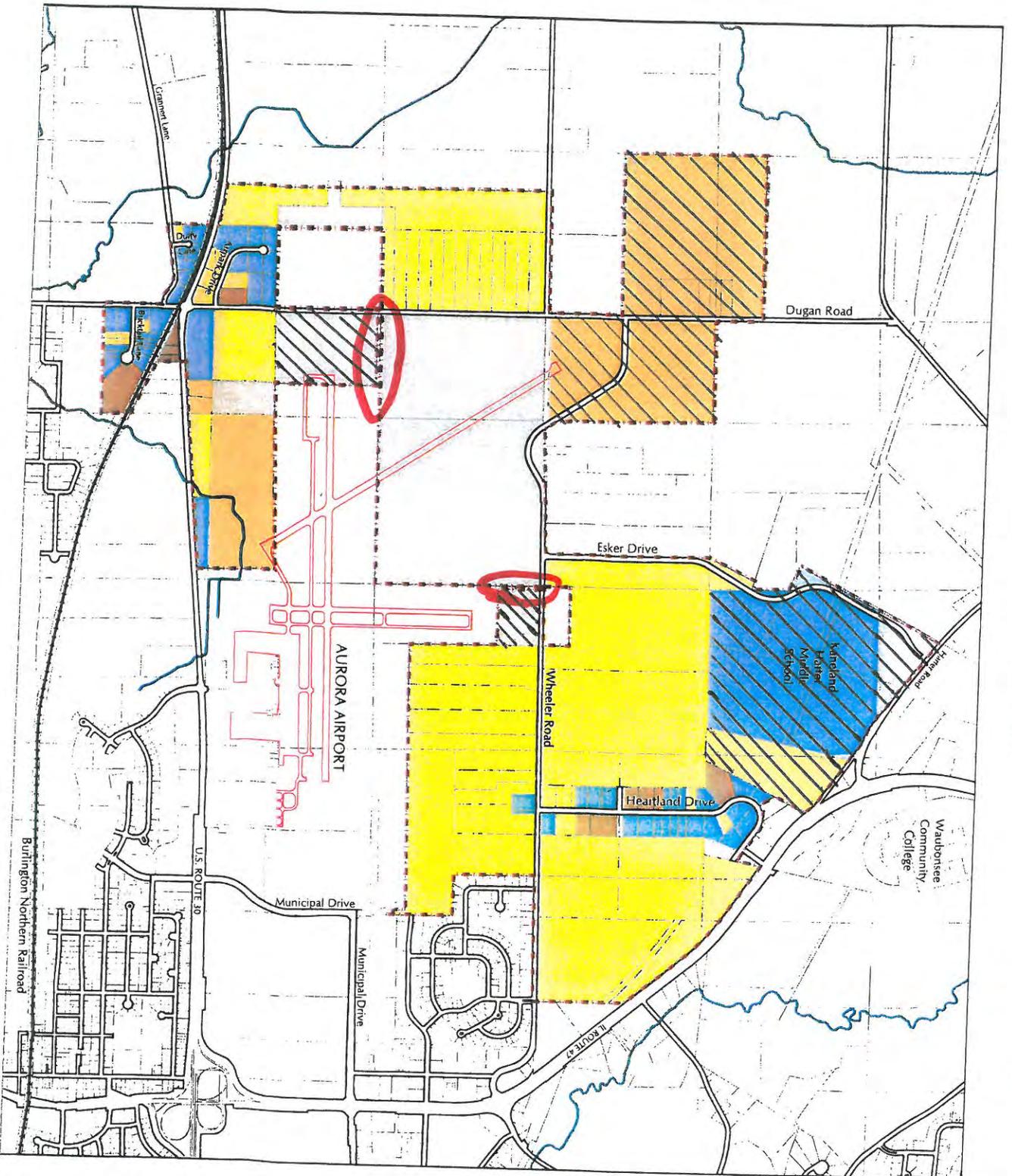


FIGURE "D"

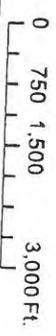
Potential Redevelopment Sites Map
Sugar Grove, IL



June 17, 2011



- LEGEND:
- ① VACANT - DEVELOPABLE
 - ② VACANT - LAND LEASE POSSIBLE
 - ③ VACANT - NOT DEVELOPABLE
 - ④ EXISTING USE
 - ⑤ EXISTING BUILDING - VACANT



Existing Use (acres)

Land Use Category	Big Rock Twp.	Sugar Grove Twp.	Total
Vacant – developable	150.0	637.0	787.0
Vacant – land lease possible (airport)	130.0	160.0	290.0
Vacant – not developable (airport or school)	15.0	421.0	436.0
Existing use	27.0	184.0	211.0
Existing building – vacant	3.0	24.0	27.0
Right-of-way	14.6	58.4	73.0
Total	339.6	1,484.4	1,824.0

- City of Aurora (airport) = 653 acres
- Kaneland School District = 179 acres

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: RICH YOUNG, COMMUNITY DEVELOPMENT DIRECTOR
MIKE FERENCAK, VILLAGE PLANNER
SUBJECT: PUBLIC HEARING: WEIDNER PROPERTY ANNEXATION
AGREEMENT
AGENDA: AUGUST 16, 2011 REGULAR VILLAGE BOARD MEETING
DATE: AUGUST 11, 2011

ISSUE

Shall the Board hold a public hearing to consider the Annexation Agreement for the Weidner Property (National Bank & Trust of Sycamore), located along the south side of Wheeler Road, west of Hillside Country Subdivision.

DISCUSSION

This Annexation Agreement is necessary for the Annexation of this property. The Annexation is needed for the Rezoning of this property and the Rezoning is necessary for including this property in the proposed TIF District. The Rezoning public hearing will be held at the Plan Commission tomorrow night.

The Annexation Agreement requires that the owner / developer come back to the Village for approvals for any proposed development or non-agricultural use of the property.

No discussion is planned, however the public hearing shall be opened, comments received, and the public hearing may be closed. The draft Annexation Agreement is attached.

COSTS

The newspaper publication of the Annexation Agreement cost \$172.00. The newspaper publication of the Rezoning cost \$202.00. The certified mailings for the Rezoning cost \$402.48. The signs for the Rezoning cost nothing since we used Village-owned signs. All costs should be covered by the TIF District account.

RECOMMENDATION

That public hearing is opened and comment received on the draft Annexation Agreement and the public hearing is then closed for the Weidner Property.

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

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

WHEREAS, the Parties wish to zone the Property under the terms of this Agreement; and,

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

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

WHEREAS, the Corporate Authorities and the Plan Commission of the VILLAGE have duly held all public hearings relating to zoning and Preliminary Plan approval and variations pursuant to public notices thereof, all as required by the provisions of the VILLAGE'S ordinances and the Illinois Compiled Statutes; and,

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

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

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

WHEREAS, pursuant to due notice and publication in the manner provided by law, the appropriate zoning authorities of the VILLAGE have had such public hearing and have taken all further action required by the provisions of 65 ILCS 5/11-15.1-3 and the ordinances of the VILLAGE relating to the procedure for the authorization, approval and execution of this Agreement by the VILLAGE.

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

1. **ANNEXATION.**

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

2. **ZONING.**

Contemporaneously with the annexation of the Property, the VILLAGE shall adopt an ordinance amending the provisions of the Sugar Grove Zoning Map so as to provide that the Property shall be classified as an M-1 Limited Manufacturing District. The VILLAGE shall not be required to provide any municipal services to the Property until an amended annexation agreement has been executed pursuant to Paragraph 3 hereof.

3. **FUTURE USE AND DEVELOPMENT.**

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

4. **DISCONNECTION.**

OWNER shall have the right, at any time, during the term of this Agreement to petition the VILLAGE in writing for a voluntary disconnection of the Property from the VILLAGE. If

the Property has not been the subject of an amended annexation agreement, the VILLAGE shall grant the disconnection within 90 days of receipt of the request.

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

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

6. **BINDING EFFECT AND TERM.**

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

7. **NOTICES.**

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

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

Notice shall be provided at the following addresses:

VILLAGE: Village of Sugar Grove
10 S. Municipal Drive
Sugar Grove, IL 60554
Attn: Brent Eichelberger
Village Administrator

Copy to: Village of Sugar Grove
10 S. Municipal Drive
Sugar Grove, IL 60554
Attn: Cynthia Welsch
Village Clerk

Copy to: Village Attorney:
Steven A. Andersson
P. O. Box 787
2111 Plum Street, Suite 201
Aurora, Illinois 60507-0787

OWNER:

Copy to:

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

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

9. **PARTIAL INVALIDITY OF AGREEMENT.**

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

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

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

10. **MISCELLANEOUS**

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

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

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

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

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

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

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

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

incorporated as part of this Agreement by this reference.

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

[Space below intentionally left blank]

VILLAGE:

THE VILLAGE OF SUGAR GROVE

By: _____
P. Sean Michels, Village President

Attest: _____
Cynthia L. Galbreath, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

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

Given under my hand and official seal, this _____ day of _____, 2011.

Notary Public

EXHIBIT LIST

Exhibit "A"

LEGAL DESCRIPTION

Exhibit "B"

CHECKLIST OF AMENDMENT ISSUES

Exhibit "A"

THAT PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 14 MINUTES 52 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 80.00 FEET; THENCE NORTH 00 DEGREES 48 MINUTES 25 SECONDS WEST, PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, 550.00 FEET TO THE NORTH LINE OF THE SOUTH 550.00 FEET OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 14 MINUTES 52 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER, 2582.31 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 00 DEGREES 38 MINUTES 12 SECONDS WEST, ALONG SAID WEST LINE, 774.03 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 10 MINUTES 47 SECONDS EAST, ALONG SAID NORTH LINE, 1329.66 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER AS OCCUPIED AND MONUMENTED; THENCE NORTH 00 DEGREES 44 MINUTES 01 SECOND WEST, ALONG SAID WEST LINE, 1325.60 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 06 MINUTES 42 SECONDS EAST, ALONG SAID NORTH LINE, 664.14 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER, SAID LINE ALSO BEING THE WEST LINE OF COUNTRY HILLS SUBDIVISION UNIT 3; THENCE SOUTH 00 DEGREES 46 MINUTES 50 SECONDS EAST, ALONG SAID WEST LINE, 1326.39 FEET TO THE SOUTH LINE OF SAID HILLSIDE COUNTRY SUBDIVISION WEST UNIT 3; THENCE NORTH 89 DEGREES 10 MINUTES 47 SECONDS EAST, ALONG SAID SOUTH LINE, 665.13 FEET TO THE WEST LINE OF WINDSOR WEST SUBDIVISION UNIT 1, SAID LINE ALSO BEING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE SOUTH 00 DEGREES 48 MINUTES 25 SECONDS EAST, ALONG SAID WEST LINE AND ALONG THE WEST LINE OF WINDSOR WEST SUBDIVISION UNIT 2, 1327.18 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART DEDICATED TO THE VILLAGE OF SUGAR GROVE FOR ROADWAY AND UTILITY PURPOSES RECORDED APRIL 3, 2008 AS DOCUMENT NUMBER 2008K028377.

Exhibit "B"

CHECKLIST OF AMENDMENT ISSUES

(Not exhaustive)

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

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

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

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

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

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

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: CINDY GALBREATH, VILLAGE CLERK
SUBJECT: DISCUSSION: SUGAR GROVE DRAINAGE DISTRICT #1
AGENDA: AUGUST 16, 2011 REGULAR BOARD MEETING
DATE: FRIDAY, AUGUST 12, 2011

ISSUE

Shall the Village hear the presentation by the Sugar Grove Drainage District #1.

DISCUSSION

Sugar Grove Drainage District #1, Commissioners, Mr. Scott Jessman and Mr. John Wills shall be in attendance to answer questions regarding the Sugar Grove Drainage District #1.

COSTS

There are no costs.

RECOMMENDATION

That the Village Board allow the presentation and discuss as appropriate.