

<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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Agenda
February 07, 2012
Regular Board Meeting
6:00 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Hearing:
 - a. Ordinance Authorizing a Lease Between the Village of Sugar Grove and the Sugar Grove Veteran's Park Foundation for Property Located at the Intersection of Main St. and the BNSF Railroad
5. Appointments and Presentations
 - a. None
6. Public Comment on Items Scheduled for Action
7. Consent Agenda
 - a. Approval: Minutes of the January 17, 2012 Meeting
 - b. Approval: Vouchers
 - c. Proclamation: National Engineers Week
 - d. Resolution: Extending an Agreement for Animal Control Services with Kane County
 - e. Resolution: Authorizing Membership in WaterSense
 - f. Resolution: Releasing a LOC – 483 Heartland Drive
 - g. Approval: Simultaneous Processing of Preliminary and Final Plats – Hampstead Court
 - h. Approval: Waiver of Certain Development Fees – Hampstead Court
8. General Business
 - a. Resolution: Accepting a Grant of Easement to Facilitate Veteran's Park - *STAR
 - b. Ordinance: Authorizing a Lease Between the Village of Sugar Grove and the Sugar Grove Veteran's Park Foundation for Property Located at the Intersection of Main St. and the BNSF Railroad - *STAR
 - c. Resolution: Authorizing a Clarification Agreement – Prairie Grove Commons Lot 1 - * STAR
 - d. Resolution: Authorizing a Plat Amendment – Prairie Grove Commons Lot 1 - * STAR
 - e. Approval: Extending a PUD Agreement – Prairie Grove Commons - * STAR
 - f. Resolution: Authorizing a Memorandum of Understanding for Overhead Utilities- Prairie Grove Commons - *STAR
 - g. Resolution: Authorizing a Engineering Services Agreement for a Special Events Traffic Study
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

* STAR – Subject to Attorney Review

<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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**Committee of the Whole
February 07, 2012
6:30 P.M.**

1. Call to Order
2. Roll Call
3. Public Comments
4. Discussion: TIF #1 Disbursement to Taxing Bodies
5. Closed Session: Land Acquisition, Personnel, Litigation
6. Adjournment

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: RICHARD YOUNG, COMMUNITY DEVELOPMENT
DIRECTOR
SUBJECT: RESOLUTION AUTHORIZING THE RELEASE OF A
LETTER OF CREDIT FOR 483 HEARTLAND DRIVE
AGENDA: FEBRUARY 7, 2012 REGULAR MEETING
DATE: FEBRUARY 3, 2012

ISSUE

Shall the Village Board release Letter of Credit No.SB1000001095 issued by First Merit Bank for Public Improvements within the Sugar Grove Research Park associated with the development of Lot 34.

DISCUSSION

Triumph Development has request the release of a letter of credit posted for their completed development of the site located at t483 Heartland Drive. The Village consulting engineer has performed the final reviews of public improvements associated with the development of this lot within the Sugar Grove Research Park and recommends that this letter of credit be released.

ATTACHMENTS

- Letter requesting release of letter of credit
- EEI review and recommendation on the request
- Resolution releasing the letter of credit

COSTS

There are no costs associated with the release of this Letters of Credit.

RECOMMENDATION

That the Board Adopt Resolution # _____ Authorizing the release of the Letter of Credit for 483 Heartland Drive.



www.triumphconstructionservices.com

2763 Pinnacle Drive
Elgin, Illinois 60124

847 608 7982 P

847 608 7985 F

January 24, 2012

Dear Mr. Young:

Triumph would like to formally request that the letter of credit that we put up for the project at 483 Heartland Drive be released as soon as possible. The project is complete.

Thank you.

Sincerely,

Russell Scurto, III
Vice President



January 27, 2012

Mr. Rich Young
Community Development Director
Village of Sugar Grove
601 Heartland Drive
Sugar Grove, IL 60554

**Re: 483 Heartland Drive
Lot 24 – Sugar Grove Research Park
Sugar Grove, Illinois**

Dear Mr. Young:

We have reviewed the request dated January 24, 2012, from Triumph Construction Services Corporation to release the letter of credit in the amount of \$163,572.00 for the public improvements associated with above referenced project. The work has is complete, including all punch list items. Therefore, we recommend the letter of credit for this project (LOC #SB1000001095 issued by First Merit Bank) be released, leaving no remaining amount.

Please find enclosed a copy of the final waivers of lien and statement from the developer indicating the work is complete. If you have any questions or concerns, please contact our office.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in black ink that reads "Michele L. Piotrowski".

Michele L. Piotrowski, P.E., LEED AP
Project Manager

MLP/drm

pc: Mr. Brent Eichelberger, Village Administrator
Mr. Anthony Speciale, Director of Public Works
Ms. Michelle Noyes, Building Inspector
Mr. Mike Ferencak, Village Planner
Mr. Brad Merkel, Utilities Supervisor
Mr. Geoff Payton, Streets & Properties Supervisor
DRB-EEI

\\Milkyway\EEI_Storage\Docs\Public\SUGARGRO\2001\SG0130-K Lot 34, Sugar Grove Research Park (Ind. Review)\Doc\lvosg11 - LOC release.doc



www.triumphconstructionservices.com

2763 Pinnacle Drive
Elgin, Illinois 60124

847 608 7982 P

847 608 7985 F

January 24, 2012

Dear Mr. Young:

Triumph would like to formally request that the letter of credit that we put up for the project at 483 Heartland Drive be released as soon as possible. The project is complete.

Thank you.

Sincerely,

Russell Scurto, III
Vice President

FINAL WAIVER OF LIEN

STATE OF ILLINOIS
COUNTY OF _____

} SS

Gty # _____

Escrow # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Triumph Development Corporation
to furnish Interior and Site Plumbing
for the premises known as Robb Sugar Grove, Lot 34, Heartland Drive & Rt. 47, Sugar Grove, IL
of which Robb Sugar Grove LLC is the owner.

THE undersigned, for and in consideration of Ninety Three Thousand, Three Hundred Twenty One Dollars & no/100
(\$ 93,321.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,
do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of ILLINOIS,
relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the
material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due
from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be
furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE January 18, 2011 COMPANY NAME C.B.M. Plumbing, Inc.

ADDRESS 1532 Hecht Drive, Bartlett, IL 60103

SIGNATURE AND TITLE _____

* Extras include but are not limited to change orders, both oral and written, to the contract.

STATE OF ILLINOIS
COUNTY OF _____

} SS

CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:

The undersigned Jon Reif being duly sworn, deposes
and says that he or she is president
of C.B.M. Plumbing, Inc. who is the
contractor furnishing Interior and Site plumbing work on the building
located at Robb Sugar Grove, Lot 34, Heartland Drive & Rt. 47, Sugar Grove, IL
owned by Robb Sugar Grove LLC

That the total amount of the contract including extras* is \$ 197,257.00 on which he has received payment of
\$ 103,936.00 prior to this payment.

That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the
validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said
work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof
and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work
according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
C.B.M. Plumbing, Inc.	Labor & Material	144,682.83	60,243.42	84,439.41	0.00
Mid American Water, Inc.	Material	37,513.89	37,419.07	94.82	0.00
Welch Bros.	Material	6,273.51	6,273.51	0.00	0.00
Auburn Supply	Material	8,786.77	0.00	8,786.77	0.00

Total Labor And Material Including Extras* To Complete	197,257.00	103,936.00	93,321.00	0.00
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That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of
any kind done upon or in connection with said work other than above stated.

REBECCA RASMUSSEN
Notary Public - State of Illinois
My Commission Expires Oct 14, 2013

DATE January 18, 2011 Signature: _____

Subscribed and sworn before me this 18th day of January, 2011

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT. Notary _____

**WAIVER OF LIEN – FINAL
MATERIALS (ILLINOIS)**

STATE OF ILLINOIS,

SS.

January 12, 2011

KANE County.

TO WHOM IT MAY CONCERN:

Whereas, we the undersigned Mid American Water, Inc.
have been employed by *C.B.M. Plumbing, Inc.*
to furnish *Water and Sewer Related Material*

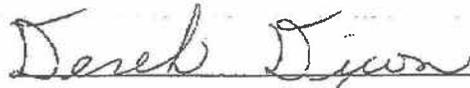
For the building known as Number *483 N. Heartland Drive* Street,
City of *Sugar Grove* situated on Lot

*Project: Robb Sugar Grove Condo Building / Owner: Robb Sugar Grove LLC c/o:
Michael Berkowitz* In section , Township , Range ,
County of *Kane* , State of Illinois.

Now, Therefore, Know Ye, That *we* the undersigned, for and in consideration of
\$94.82 Dollars, and other good and valuable considerations, the receipt whereof is
hereby acknowledged, do *I* hereby waive and release any and all lien, or claim, or
right to lien on said above described building and premises under the Statutes of the
State of Illinois relating to Mechanics' Liens, on account of materials furnished by
the undersigned to *C.B.M. Plumbing, Inc.* for said building or premises.

Given Under *my* hand - and -seal this *12th* day
Of January 2011.

Mid American Water, Inc. Seal

 *Derek Dixon* / Secretary Seal

Waiver of Lien - Final
Materials or Labor (Illinois)

State of Illinois)

County of Cook)

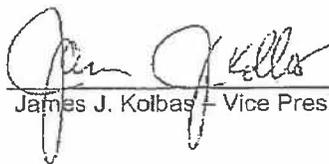
To All Whom It May Concern:

Whereas the undersigned, **Auburn Supply Company, Inc.**, has been employed by, **C.B.M. Plumbing, Inc.**, to furnish plumbing materials for the said premise known as, **Robb Sugar Grove Condo Building**, owned by, **Robb Sugar Grove LLC**, c/o **Michael Berkowitz**, and address being, **483 N. Heartland Drive**, located in the City of **Sugar Grove**, County of **Kane**, State of **Illinois**.

Now, therefore, the undersigned, for and in consideration of the sum of **\$ Eight Thousand Seven Hundred Eighty Six Dollars and 77/100 (\$ 8,786.77)** Dollars and other goods and valuable considerations, the receipt whereof is hereby acknowledged by the undersigned, does hereby waive and release any and all lien or claim of or right to lien under the statutes of the State of Illinois relating to mechanics' liens, with respect to and on the above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery heretofore furnished, by the undersigned, to or on account of the said owner, for the above-described premises.

Dated this 11th Day of January, 2011

Affix Seal


James J. Kolbas - Vice President

RESOLUTION 20120207CD1

483 HEARTLAND DRIVE

RELEASE OF LETTER OF CREDIT No. SB1000001095

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

WHEREAS, First Merit Bank is the holder of a Letter of Credit to complete the public improvements at 483 Heartland Drive within the Sugar Grove Research Park; and

WHEREAS, all of the public and private improvements have been constructed in accord with the plans and specifications, heretofore approved by the Village of Sugar Grove; and

WHEREAS, the public and private improvements have been inspected by the Engineer for the Developer, the Village Engineer and by a representative for the Village of Sugar Grove and are found to be satisfactory.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Sugar Grove hereby releases in whole Merit Bank Letter of Credit Number SB1000001095.

PASSED by the Village Board of the Village of Sugar Grove, this 7th day of February, 2012 and **APPROVED** by the President of the Village of Sugar Grove, this 7th day of February, 2012.

Village President, P. Sean Michels

ATTEST:

Village Clerk, Cynthia L. Galbreath

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: BRADLEY A. SAUER, CHIEF OF POLICE
SUBJECT: KANE COUNTY ANIMAL CONTROL AGREEMENT
AGENDA: FEBRUARY 7, 2012 REGULAR BOARD MEETING
DATE: JANUARY 17, 2012

ISSUE

Should the Village Board approve a Resolution to renew an Intergovernmental Agreement with Kane County for Animal Control Services.

DISCUSSION

On April 1, 2008, the Village Board approved an Intergovernmental Agreement with Kane County for Animal Control Services. The agreement took more than a year to complete. The agreement that was approved yielded a document similar to the way it had always been. In accordance with the agreement; Section 8. Effective Date; Termination. *This Agreement shall commence upon the affixing of the last signature of any officer required to sign this Agreement, which date shall be deemed the "Effective Date." This Agreement shall remain in full force and in effect until April 30, 2011 with two one-year renewal options that shall be subject to the following condition: that the Municipality has been and is actively participating in animal control services and facility planning activities that are to be convened and coordinated by the Metro West Council of Governments, (Metro West). The municipality shall notify the county in writing, not less than 60 days prior to the expiration date of its intent to exercise each renewal option.* Therefore, if the Board wishes to continue with the second and final renewal of the current Agreement, we must approve and transmit a copy of this Resolution to Kane County before March 1, 2012.

COST

The only cost to the Village will be if we have Kane County Animal Control pick up an animal and it is not reclaimed by the owner. Over the past three years we have averaged 10 pick-ups per year, at an average annual cost of \$1,000 per year for animals that were picked up, but not claimed by their owner.

RECOMMENDATION

It is recommended that the Village Board approve this Resolution renewing the Animal Control Agreement with Kane County for one year.

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE VILLAGE OF
SUGAR GROVE AND THE [REDACTED] DISTRICT REGARDING SUGAR GROVE
TIF # 1**

This AGREEMENT dated as of February 21st, 2012 by and between the Village of Sugar Grove, Kane County, Illinois, an Illinois municipal corporation (the "Village") and the [REDACTED], Kane County, Illinois, an Illinois municipal corporation (the "District").

WITNESSETH:

WHEREAS, the Village has heretofore designated the Sugar Grove Industrial Redevelopment Project Area #1 (hereinafter referred to as the "Project Area"), in the Village of Sugar Grove, pursuant to the Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, et seq. (hereinafter referred to as the "Act"); and,

WHEREAS, pursuant to the provisions of the Act, the Village approved the Sugar Grove Industrial Redevelopment Plan and Program #1 (hereinafter described and referred to as the "Plan"), and adopted Tax Increment Financing (hereinafter described and referred to as "TIF Financing"), for the Sugar Grove Industrial Redevelopment Project Area #1; and,

WHEREAS, Incremental Property Taxes (as that term is defined in the Act and herein) from the Project Area will be used for payment of Redevelopment Project Costs (as that term is defined in the Act and herein) in order to achieve the objectives of and in accordance with the uses set forth in the Plan; and,

WHEREAS, the Village and the District have reached an agreement concerning the declaration of surplus of the Incremental Property Taxes derived from certain industrial parcels within the Project Area, and wish to memorialize such agreement herein; and,

WHEREAS, the declaration of surplus of the Incremental Property Taxes to the District shall obligate the declaration of surplus to all eligible taxing bodies on a prorated basis; and,

WHEREAS, the execution and delivery of this Agreement have in all respects been duly authorized, and all things necessary to make this agreement a valid and binding agreement of the Village and the District have been done.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE I

GENERAL PROVISIONS

A. Definitions. The terms defined in this Section shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

Act means the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as hereinafter amended or supplemented.

REPRESENTATIONS AND WARRANTIES

A. Representations and "Warranties of the Village. In order to induce the District to enter into this Agreement, the Village hereby makes the following representations and warranties to the District.

1. Power and Authority. The Village has full power and authority to execute and deliver this Agreement and to perform all of its duties and obligations hereunder.

2. Authorization. The execution, delivery, and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the Village.

3. Governmental Consents and Approvals. Except for the Ordinances and Resolutions, which have been duly adopted by the Village Board, no consent or approval by a governmental authority is required in connection with the execution and delivery by the Village of this Agreement or the performance by the Village of its obligations hereunder.

B. Representations and Warranties of the District. In order to induce the Village to enter into this Agreement, the District make the following representations and warranties to the Village:

1. Organization. The District are duly organized, validly existing District with such duties and powers as set forth in the Codes of the State of Illinois, and are duly qualified to conduct their operations as units of local government and transact business in the State of Illinois.

2. Power and Authority. The District have full power and authority to execute, deliver, and perform their obligations under this Agreement.

3. Authorization. The execution, delivery, and performance of this Agreement have been duly and validly authorized by all necessary board action on the part of the District.

4. Consents. No consent or approval by any governmental authority or private person is required in connection with the execution and delivery by the District of this Agreement or the performance thereof by the District.

ARTICLE III

DECLARATION, PAYMENT, AND ADMINISTRATION OF SURPLUS

A. Annual Declaration of Surplus. The Village agrees to declare as surplus, on an annual basis, after all costs incurred for the establishment of, and administration of, the Plan and TIF Financing, **ten percent (10%)** of the Incremental Property Taxes received during the term of this Agreement from parcels within the Project Area. Pursuant to the Act, the Village Treasurer is authorized to deliver such funds, upon declaration of surplus by resolution adopted by the Village Board, to the County Collector for distribution to the respective Taxing Bodies in the same manner and proportion as the most recent distribution by the County Collector to the affected Taxing Bodies of real property taxes from real property in the Project Area.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: BRENT M. EICHELBERGER, VILLAGE ADMINISTRATOR
SUBJECT: DISCUSSION: TIF #1 DISBURSEMENT TO TAXING BODIES
AGENDA: FEBRUARY 7, 2012 COMMITTEE OF THE WHOLE
DATE: FEBRUARY 3, 2012

ISSUE

Should the Village release a portion of the tax increment in TIF #1 to the impacted taxing bodies.

DISCUSSION

The Village approved TIF #1 on January 17, 2012. As part of the consideration process the Village Board discussed declaring a portion of the annual increment collected to all taxing bodies to assist them in addressing their needs during the life of the TIF.

The attached draft agreement has been prepared by the Village. There are two key elements for the Village Board to consider and advise staff on.

- The agreement is drafted to be between the Village and one other taxing body as TIF law dictates that if the Village declares a surplus it must distribute it proportionally to all taxing bodies. Therefore, an agreement with one taxing body accomplishes the goal of assisting all taxing bodies, without the additional complexity and expense of trying to develop an agreement that is acceptable to multiple taxing bodies.
- The draft agreement includes a 10% annual surplus declaration after establishment and annual administrative expenses are recovered.

COST

The cost of preparing the IGA is limited to attorney's fees which are estimated at less than \$1,000.

RECOMMENDATION

That the Board direct staff to pursue an agreement with a single taxing body for the annual release of 10% of the TIF #1 increment after establishment and administrative expenses.

Village of Sugar Grove Proclamation



**ENGINEERS
WEEK® 2012**
February 19-25

WHEREAS, Engineers use their scientific and technical knowledge and skills in creative and innovative ways to improve society's quality of life; and

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

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

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

NOW, THEREFORE, I, P. Sean Michels, President of the Village of Sugar Grove, on behalf of its citizens and Village Officials, do hereby proclaim the week of February 19-25, 2012 to be National Engineers Week in the Village of Sugar Grove, Kane County, Illinois.

Dated this 7th day of February 2012.

P. Sean Michels, Village President

*Robert Bohler, Trustee
Rick Montalto, Trustee*

*Kevin Geary, Trustee
David Paluch, Trustee*

*Mari Johnson, Trustee
Thomas Renk, Trustee*

*Attest: _____
Cynthia L. Galbreath*



sugar grove care partners

December 19, 2011

Mr. Richard Young
Village of Sugar Grove
Community Development Director
601 Heartland Drive
Sugar Grove, Il 60554

Re: Sugar Grove Care Partners AL/SLF Project

Dear Rich:

Per current Village code (section 11-11-6-C-2-b) "Preliminary and final plans must be filed and processed consecutively, and not simultaneously, unless the Village Board specifically exempts a petitioner from this requirement." We respectfully request that the board exempt our project (Hampstead Court) from this requirement. This request is based upon several factors including construction scheduling and mandatory financing deadlines. The support of the Village Board in this regard would be greatly appreciated.

Should you require any further information, please don't hesitate to call me at (630) 207-6956.

Sugar Grove Care Partners, LLC

Robert W. Bolz
Member



sugar grove care partners

January 26, 2012

Mr. Richard Young
Village of Sugar Grove
Community Development Director
601 Heartland Drive
Sugar Grove, IL 60554

Re: Sugar Grove Care Partners AL/SLF Project

Dear Rich:

Due to the intended simultaneous processing of the preliminary and final plat for our referenced project, we respectfully request that the Final PUD fee associated with application be waived. We also respectfully request that the Annexation Agreement Amendment fee be waived based upon the projected use of the site being currently allowed as a permitted use within the B-3 zoning district. The site is currently zoned B-3. The support of the Village Board in this regard would be greatly appreciated.

Should you require any further information, please don't hesitate to call me at (630) 207-6956.

Sugar Grove Care Partners, LLC

Robert W. Bolz
Member

Sugar Grove Care Partners, LLC

P.O. Box 1183, Saint Charles, IL 60174
630-207-6956 • info@sugargrovecarepartners.com

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: RICH YOUNG, COMMUNITY DEVELOPMENT DIRECTOR
MIKE FERENCAK, VILLAGE PLANNER
SUBJECT: HAMPSTEAD COURT DEVELOPMENT
APPROVAL: WAIVER OF CONSECUTIVE PROCESSING OF
PRELIMINARY AND FINAL PUDS
APPROVAL: WAIVER OF CERTAIN APPLICATION FEES
AGENDA: FEBRUARY 7, 2012 REGULAR VILLAGE BOARD MEETING
DATE: FEBRUARY 3, 2012

ISSUE

Should the Village Board consider a request to waive the consecutive processing of Preliminary and Final Planned Unit Development (PUD) approvals and waive certain application fees for the upcoming Hampstead Court development located just north of the car wash between State Route 47 and Wheeler Road.

DISCUSSION

The applicant, Sugar Grove Care Partners LLC, has nearly completed their submittal for the upcoming Hampstead Court project which would consist of two lots, one for an Assisted Living Facility (that would be seeking immediate development approvals) and one for a future Skilled Nursing Facility.

The applicant submitted a letter requesting the Village Board exempt the Hampstead Court project from the consecutive processing requirement in Zoning Ordinance Section 11-11-6-C-2-b and instead allow for a simultaneous approval of the Preliminary PUD for Hampstead Court with a Final PUD approval of Lot 1 of Hampstead Court (the Assisted Living Facility). According to their letter, this request is based on several factors including construction scheduling and mandatory financing deadlines. Please note there would not be a simultaneous approval of Final PUD for Lot 2. Lot 2 plans are not prepared and this is not being requested by the applicant.

Zoning Ordinance Section 11-11-6-C-2-b requires: "Preliminary and final plans must be filed and processed consecutively, and not simultaneously, unless the Village Board specifically exempts a petitioner from this requirement."

Staff is supportive of the request to process Lot 1 final approvals with the overall development approval for Hampstead Court.

The applicant also has submitted a letter requesting the Village Board waive certain application fees for this development process. The applicant has paid the Preliminary PUD fee of \$300, the Preliminary Plat fee of \$300, and the Special Use for a PUD fee of \$750, but has asked that two other application fees be waived:

- 1) The Final PUD (for Lot 1) fee of \$750.
- 2) The Annexation Agreement Amendment fee of \$750. Please note that the Annexation Agreement Amendment is required to add Assisted Living Facilities and Skilled Nursing Facilities as permitted uses on the use list attached to the agreement.

According to the applicant's letter, these requests are based on:

- 1) The proposed simultaneous processing of the Preliminary PUD and the Final PUD (for Lot 1).
- 2) The fact that the B-3 Regional Business District (which this site is zoned) permits Congregate Care facilities and Convalescent Centers and Nursing Homes so if not for the use list attached to the annexation agreement these uses would be permitted by right.

Staff is supportive of the requests to waive the two application fees.

COSTS

The only cost involved for this item is staff time.

RECOMMENDATION

That the Village Board:

1. Approve a waiver of consecutive processing of Preliminary and Final PUDs, thereby allowing simultaneous processing.
2. Approve a waiver of the Annexation Agreement Amendment fee and the Final PUD (for Lot 1) fee.



RESOLUTION NO. 20120207A

A Resolution Exercising an Option to Renew for One Year, an Intergovernmental Agreement with the County of Kane for Animal Control Services

WHEREAS, the Village previously entered into an Intergovernmental Agreement with the County of Kane for Animal Control Services dated April 1, 2008 (“Agreement”), and

WHEREAS, the Agreement allows the Village to extend said contract term from April 30, 2011 to April 30, 2012 and additional one year from April 30, 2012 to April 30, and

WHEREAS, Village has determined it is in the best interests of the citizens of the Village to again trigger the renewal of the Agreement for an additional one year,

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

- 1) The Village hereby exercises the second (of two) one year options for said Agreement contained in Section 8 thereof and confirms that it has been actively participating in animal control services and facility planning activities.
- 2) That the Village President is authorized to execute and send a written notice to the County of Kane triggering the extension of the Agreement pursuant to Section 8 of the Agreement.

This resolution shall be in full force and effect from and after its passage, approval as provided by law.

PASSED AND APPROVED the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 7th day of February, 2012.

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

ATTEST: _____
Cynthia L. Galbreath, Village Clerk

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



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

ORDINANCE NO.2012-0207A

**An Ordinance of
the Village of Sugar Grove Letting Property
at 237 S. Main Street**

Adopted by the
Board of Trustees and President
of the Village of Sugar Grove
this 7th day of February, 2012.

Published in Pamphlet Form
by authority of the Board of Trustees
of the Village of Sugar Grove, Kane County,
Illinois, this 7th day of February, 2012.

ORDINANCE NO. 2012-0207A
AN ORDINANCE
OF THE VILLAGE OF SUGAR GROVE LETTING PROPERTY

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

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

WHEREAS, the Village has the authority pursuant to 65 ILCS 5/11-76-1 to let property; and,

WHEREAS, the Village finds that property commonly known as 237 S. Main Street at the northwest corner of Main Street and the BNSF RR line, is currently a vacant lot, underutilized and not profitable to the Village; and,

WHEREAS, the Sugar Grove Veterans Park Foundation has expressed an interest in erecting a public park at said location for the purpose of honoring veterans; and,

WHEREAS, the Village finds it is in the best interests of the Citizens of the Village of Sugar Grove to enter into the lease attached hereto as Exhibit "A"; and,

WHEREAS, Notice of the Village's intent to enter into said lease was published in the Kane County Chronicle on January 17, 2012 pursuant to 65 ILCS 5/11-76-2;

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

SECTION ONE: That attached hereto and incorporated herein by reference as Exhibit "A" is the lease between the Village of Sugar Grove as Lessor and Sugar Grove Veterans Park Foundation as Lessee.

SECTION TWO: Pursuant to the powers granted to it at 65 ILCS 5/11-76-1, the Board of Trustees hereby authorizes and directs the Village President, Clerk and Staff to take such actions as necessary to execute said lease agreement, and to cede possession of said property to the Sugar Grove Veterans Park Foundation in accordance with the terms and conditions of said lease.

SECTION THREE: EFFECTIVE DATE

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 7th day of February, 2012.

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

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

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

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: CINDY GALBREATH, VILLAGE CLERK
SUBJECT: PUBLIC HEARING: ORDINANCE AUTHORIZING A LEASE BETWEEN THE VILLAGE OF SUGAR GROVE AND THE SUGAR GROVE VETERAN'S PARK FOUNDATION FOR PROPERTY LOCATED AT THE INTERSECTION OF MAIN ST. AND THE BNSF RAILROAD
AGENDA: FEBRUARY 7, 2012 REGULAR BOARD MEETING
DATE: JANUARY 26, 2012

ISSUE

Should the Village Board hold a public hearing to receive comments regarding a proposed lease with the Sugar Grove Veterans Park Foundation.

DISCUSSION

In May of 2011 the Village Board was asked to consider allowing the property referred to as the "Old Hotel Property" located on Main Street to be used as a park. The Village Board determined that a Veterans Park in this location would be an appropriate use of the land. State Statute requires that any municipally owned property that is sold or leased be dually authorized by an Ordinance and that a public hearing be held.

COSTS

The cost associated with the public hearing are approximately \$300.00 for Publication and Legal fees.

RECOMMENDATION

That President Michels and the Board of Trustees hold a public hearing to receive comment on an Ordinance authorizing the Village to enter into the Lease Agreement with the Sugar Grove Veterans Park Foundation.

January 10, 2012

VIA EMAIL – mferencak@sugar-grove.il.us

Village of Sugar Grove
601 Heartland Drive
Sugar Grove, Illinois 60554
Attention: Mr. Mike Ferencak, Village Planner

Re: Village of Sugar Grove Ordinance No. 20090203E ("Ordinance") – An Ordinance Granting a Final Planned Unit Development for a Drug Store and Pharmacy with Drive-Thru at the Northwest Corner of Illinois Route 47 & Galena Boulevard in the Village of Sugar Grove, Kane County, Illinois (Prairie Grove Commons Unit One – Walgreens)

Dear Mr. Ferencak:

Reference is made to the above-captioned Ordinance. As you are aware, I represent the contract purchaser, PG Commons, LLC ("**PG**"), of the property which is the subject of the Ordinance ("**Property**"). In that regard, PG hereby requests an extension of the completion date for the planned unit development up to and including February 3, 2013.

Thank you in advance for the prompt consideration of this request by the Village. If there are any questions in connection with this request please do not hesitate to contact me at your earliest convenience.

Very truly yours,

Alan D. Pearlman
Attorney and Agent for PG Commons, LLC

ADP:ap

H:\letters\Ferencak 01-10-12.doc

cc: Mr. Patrick F. Daly
Mr. Sean Daly

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: RICH YOUNG, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: APPROVAL OF A CLARIFICATION AGREEMENT, APPROVAL OF A PLAT AMENDMENT, APPROVAL AN EXTENSION OF THE PUD AGREEMENT AND MEMO OF UNDERSTANDING REGARDING UTILITY POLES
AGENDA: FEBRUARY 7, 2012 REGULAR VILLAGE BOARD MEETING
DATE: FEBRUARY 3, 2012

ISSUE

Should the Village Board consider a request for an extension of the required completion date for the Final Planned Unit Development (Final PUD) for Prairie Grove Commons Unit 1 Lot 1 at the northwest corner of State Route 47 and Galena Boulevard, the approval of a Clarification Agreement, a Plat Amendment and a memo of understanding regarding utility poles.

DISCUSSION

The applicant, PG Commons, LLC, has submitted a letter requesting extension of the completion date for the Final PUD for Prairie Grove Commons Unit 1 Lot 1. Prairie Grove Commons Unit 1 consists of Lot 1 and the portion of Division Drive right-of-way that was recently connected to Galena Boulevard. On Lot 1, PG Commons, LLC plans to construct a Walgreens store. PG Commons, LLC has made a submittal for building permit. The building permit plans are being modified for permit.

The Final PUD Ordinance was approved on February 3, 2009. The Zoning Ordinance Section 11-11-4-B-15 requires: "Completion: The planned unit development shall be substantially completed within the period of time specified by the petitioner, unless an extension is requested by the petitioner and approved by the village board. All planned unit development phases shall be completed within two (2) years of final planned unit development approval for that phase, except when the size or complexity dictates a longer period, as may be granted by the village board, upon request by the petitioner."

The Prairie Grove Commons Unit 1 Lot 1 Final PUD was therefore required to be completed by February 3, 2011. The applicant has requested an extension to February 3, 2013.

This item is not required to go before the Plan Commission.. Staff supports the request as presented.

The applicant has also requested and Staff along with the Village Attorney have been working on a, Clarification Agreement and Plat Amendment which outlines timing and responsibility for the development of the Walgreens site. This is required as the ownership of the both the Walgreens site and the larger Prairie Gove Commons site have changed since the time the original agreement was approved. As of the writing of this report, most of the details have been addressed but time is of the essence and we would ask that if these items can be addressed before the Village Board meets on February 7th, Staff and the Village Attorney will bring the items forward at that time.

Finally, the Staff and the Village Attorney are working on a memorandum of understanding regarding the removal of two Com Ed utility poles location on site and the retention of two Com Ed utility poles within the Rt. 47 right of way. Again, if this item can be addressed before the Village Board meets on February 7th, Staff and the Village Attorney will bring this item forward at that time.

ATTACHMENTS

- Draft documents as of the writing of this report.

COSTS

There will be Village Attorney review costs associated with this proposal which will be paid by the applicant.

RECOMMENDATION

1. That the Board approve the Clarification Agreement subject to Village Attorney.
2. That the Board approve the Final Plat Amendment subject to Village Attorney review.
3. That the Board approve an Extension of the PUD subject to Village Attorney review.
4. That the Board approve a Memo OF Understanding regarding utility poles subject to Village Attorney.

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Alan D. Pearlman, Esq.
The Daly Group LLC
2803 Butterfield Road, Suite 300
Oak Brook, Illinois 60523

**AMENDMENT TO PLAT OF SUBDIVISION
PRAIRIE GROVE COMMONS UNIT ONE**

THIS AMENDMENT TO PLAT OF SUBDIVISION PRAIRIE GROVE COMMONS UNIT ONE ("Amendment") is made and declared as of the ___ day of _____, 2012 by **PG COMMONS, LLC**, an Illinois limited liability company ("**Owner**") and is consented to by the **VILLAGE OF SUGAR GROVE**, a municipal corporation ("**Village**").

RECITALS

WHEREAS, that certain Plat of Subdivision Prairie Grove Commons Unit One was recorded in the Office of the Recorder of Deeds of Kane County on or about September 15, 2010 as Document Number 2010K060656 ("**Plat**") thereby creating a subdivision for the property legally described on Exhibit "A" attached hereto and made an part hereof ("**Property**"); and

WHEREAS, PG Commons, LLC is the owner of the Property; and

WHEREAS, Owner desires to amend the Plat to clarify certain of the easement rights granted in and by virtue of the Plat as more specifically set forth herein and the Village desires to consent to such amendments; and

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00) in hand paid, the mutual covenants and conditions herein contained, and other good and valuable

consideration, the receipt and sufficiency of which is hereby acknowledged, Owner hereby declares and the Village hereby joins in and consents as follows:

1. **Recitals; Conflict; Definitions.** The aforesaid Recitals are hereby incorporated herein as if fully set forth in this Paragraph 1. Wherever the terms and conditions of this Amendment conflict with the terms and conditions of the Plat, the terms and conditions of this Amendment shall control and govern. All terms not defined herein shall have the same meaning ascribed to same in the Plat.

2. **Amendments to Plat.**

A. **PUBLIC UTILITY AND DRAINAGE EASEMENT DECLARATION.** Owner intends, and Village requires, that any and all utilities installed by virtue of the public utility easements granted herein shall be underground. Therefore, the paragraph on the Plat entitled "Public Utility and Drainage Easement Declaration" is hereby amended by adding the following sentence at the end of said easement declaration:

"It is hereby expressly understood that any and all utility lines and/or structures installed pursuant to this easement shall be underground."

B. **CROSS-ACCESS EASEMENT DECLARATION.** Owner and Village have agreed on certain conditions precedent to the use of the access easement identified on the Plat. Therefore, the paragraph on the Plat entitled "Cross-access Easement Declaration" is hereby amended by deleting same in its entirety and inserting the following in its stead:

"A permanent non-exclusive cross-access easement is hereby granted for ingress and egress in the location identified on the plat as access easement area between the herein platted lands and the parcel lying immediately north of and adjacent to said easement (the "Benefitted Property") and is for vehicular and pedestrian traffic, upon, over, across and through the access easement area. The exercise and use of the easement granted hereby by the owner of the Benefitted Property shall be subject to the following conditions: (i) the Benefitted Property must be improved with pavement across the driveable area of the Benefitted Property and a fully closed out and completed building permit for any improvements thereon shall have been issued by the Village of Sugar Grove; (ii) the owner of the Benefitted Property shall be responsible for the construction of the physical curb cut connecting the Burdened Property and Benefitted Property in such location as indicated on the Plat (including but not limited to removal of any existing curb and ancillary improvements) pursuant to plans to be formally approved and permitted hereafter by the Village, at no cost or expense to the Grantor, its successors or assigns; (iii) in addition to the need for Village approval, prior to commencing any construction of the physical curb cut the owner of the Benefitted Property shall first have submitted plans and specifications therefor to the owner of the herein platted lands and to Walgreen Co. (for so long as Walgreen Co.

occupies the herein platted lands) for approval, which approval shall not be unreasonably withheld; (iv) the owner of the Benefitted Property will exercise reasonable care to avoid damage to Grantor's property and any and all improvements that may at any time be thereon or therein; (v) no portion of Grantor's property shall be used for any staging of construction or for the storage of any garbage, refuse, dirt, vehicles, equipment or personal property of or by the owner of the Benefitted Property; (vi) the owner of the Benefitted Property will properly backfill all excavations to Grantor's property and restore it to its original condition as nearly and promptly as practicable; (vii) the rights granted pursuant to the easement granted herein shall at all times be exercised in such a manner so as not to unreasonably interfere with, obstruct, impede, or delay the conduct and operations of any business(es) then-operated upon Grantor's parcel, including, without limitation, public ingress and/or egress to and from said business by Grantor, its employees, agents and customers, and the receipt of delivery of merchandise in connection therewith; and (viii) the owner of the Benefitted Property shall maintain and repair, at its sole cost and expense, such portions of the physical curb cut hereafter so constructed within the Benefitted Property, up to and including the applicable property line."

5. **Ratification.** By execution hereof, the parties do hereby ratify, affirm and declare to be in full force and effect the terms, covenants and conditions of the Plat as modified by this Amendment.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES APPEAR ON FOLLOWING PAGES]**

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Lot 1 in Prairie Grove Commons Unit One, being a subdivision of Section 16, Township 38 North, Range 7 East of the Third Principal Meridian, according to the Plat thereof recorded September 15, 2010 as Document No. 2010K060656.

_____, 2012

Village of Sugar Grove
10 South Municipal Drive
Sugar Grove, Illinois 60554

PG Commons, LLC
2803 Butterfield Road, Suite 300
Oak Brook, Illinois 60523

Re: Annexation Agreement dated January 21, 2010 and recorded in the Office of the Recorder of Deeds of Kane County on January 21, 2010 as Document Number 2010K005388 between the Village of Sugar Grove ("Village") and Prairie Grove Commons, L.L.C. as modified by Clarification Letter Agreement of even date herewith between the Village, PG Commons, LLC ("PG") and MB848, LLC ("MB") (collectively, the "Agreement")

Ladies and Gentlemen:

Reference is made to the above-captioned Agreement. This letter shall serve as an agreement between the Village and PG whereby, subject to the conditions set forth herein, the Village waives the requirement set forth in Section 6G of the Agreement that PG, as the future Owner of Lot 1 (defined below), bury certain utility lines as more specifically set forth hereinbelow ("**Waiver Agreement**"). All capitalized terms utilized herein but not defined herein shall have the same meaning ascribed to same in the Agreement.

The Village and PG acknowledge the following facts giving rise to the necessity of this Waiver Agreement and the existence of sufficient consideration to and from each party hereto for entering into this Waiver Agreement:

A. PG has entered into a contract to purchase the portion of the Owner Property consisting of all of Lot 1 with the exception of the North 18 feet of said Lot 1.

B. The Village is the owner of the Village Property described in the Agreement which consists of the North 18 feet of Lot 1 and will convey the Village Property to PG in return for the consideration set forth in the Agreement.

C. Upon the purchase and conveyance to PG of the property described in Recitals A and B above, PG will be the owner of the property commonly known as Lot 1 in Prairie Grove

Commons Unit 1 and as legally described on Exhibit "A" attached hereto and made a part hereof ("**Lot 1**") and PG intends to develop Lot 1 for commercial purposes.

D. In order to facilitate the purchase of Lot 1 and the development thereof by PG, including but not limited to the prohibitive cost to bury the Off-Site Utilities (defined below), the Village and PG have agreed to enter into this Waiver Agreement to acknowledge and clarify certain of the rights and obligations of the Village and PG as set forth in Paragraph 6G of the Agreement as it relates to the burial of utilities.

Specifically, the Village and PG hereto hereby acknowledge and agree as follows:

1. Section 6G, **Burial of Utilities**, requires an Owner "bury all existing utilities and all utilities constructed for the development . . . on the Property and along all roadways, right of way contiguous to the Property".

2. In conformance with Section 6G, **Burial of Utilities**, PG shall, at its cost, remove or cause to be removed and bury or cause to be buried all existing above ground utilities on Lot 1 and all utilities constructed for the development of Lot 1.

3. Notwithstanding the provisions set forth in Section 6G, **Burial of Utilities**, the Village hereby waives the requirement that PG, and agrees that it shall not require PG to, remove or cause to be removed the existing above ground utilities located within the Route 47 Right of Way contiguous to Lot 1. The Village and PG acknowledge and agree that nothing contained herein shall prohibit the Village from burying the Off-Site Utilities at any time after Walgreen Co. has initially opened for business to the public in Lot 1 so long as such burial does not interrupt utility service and/or ingress or egress to Lot 1.

4. PG understands and agrees the waiver provided in Section 3 does not allow for any new above ground utilities to be constructed by or on behalf of PG within the Route 47 Right of Way or within any other location in order to facilitate the development of Lot 1 as any and all new above ground utilities are prohibited.

5. Section 6G, **Burial of Utilities**, grants the Village the option to require certain utilities located on The Landings Subdivision to be buried with the cost of the burial of said certain utilities located on The Landings Subdivision to be paid for as set forth therein (collectively the "**Utility Burial**"). By execution hereof, the Village hereby declines to exercise said option, it being expressly understood that such declination does not prohibit the Village from burying or causing to be buried said utilities on its own accord.

By execution hereinbelow the Village and PG, and each of them, acknowledge that this letter shall serve as an acknowledgement and clarification of the Agreement whereby the Village and PG agree that: (i) the Agreement shall be interpreted and enforced as set forth herein; and (ii) the Agreement is ratified and declared to be in full force and effect. Execution of this Waiver Agreement may be in any number of counterparts each of which are identical and all of which when taken together shall constitute one original. The Village and PG acknowledge that (i) this Waiver Agreement shall be binding upon the Village and PG and shall inure to the benefit of the Village and PG hereto and their respective successors and assigns, and (ii) may be recorded against Lot 1, it being expressly understood that no such recordation shall be necessary for the terms and conditions of this Waiver Agreement to be binding upon and inure to the benefit of the Village and PG hereto and their respective successors and assigns.

In that regard, each of the Village and PG shall acknowledge its agreement to the terms and conditions of this Waiver Agreement by executing the duplicate counterparts hereof and returning one fully executed counterpart to me. Thank you.

Very truly yours,

Alan D. Pearlman

[ACKNOWLEDGEMENTS AND CONSENTS APPEAR ON FOLLOWING PAGES]

Village of Sugar Grove and
PG Commons, LLC
_____, 2012

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Acknowledged and Agreed to this ____ day of _____, 2012:

PG COMMONS, LLC, an Illinois limited liability company

By: _____
Name: Patrick F. Daly
Its: Manager

STATE OF ILLINOIS)
) **SS.**
COUNTY OF _____)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **PATRICK F. DALY**, Manager of **PG Commons, LLC**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument on behalf of said limited liability company and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2012.

Notary Public

EXHIBIT "A"

Legal Description of Lot 1

Lot 1 in Prairie Grove Commons Unit One, being a subdivision of Section 16, Township 38 North, Range 7 East of the Third Principal Meridian, according to the Plat thereof recorded September 15, 2010 as Document No. 2010K060

**AFTER RECORDING
RETURN TO:
STEVEN A. ANDERSSON
MICKEY, WILSON, WEILER, RENZI
& ANDERSSON, P.C.
2111 PLUM STREET, SUITE 201
P.O. BOX
AURORA, ILLINOIS 60506**

**COVER PAGE TO
CLARIFICATION LETTER AGREEMENT BETWEEN
THE VILLAGE OF SUGAR GROVE,
PG COMMONS, LLC
AND MB848, LLC**

_____, 2012

Village of Sugar Grove
10 South Municipal Drive
Sugar Grove, Illinois 60554

MB848, LLC
6111 N. River Road
Rosemont, Illinois 60018

PG Commons, LLC
2803 Butterfield Road, Suite 300
Oak Brook, Illinois 60523

Re: Annexation Agreement dated January 21, 2010 ("Agreement") and recorded in the Office of the Recorder of Deeds of Kane County on January 21, 2010 as Document Number 2010K005388 between the Village of Sugar Grove ("Village") and Prairie Grove Commons, L.L.C.

Ladies and Gentlemen:

Reference is made to the above-captioned Agreement. This letter shall serve as an agreement between the signatories hereto acknowledging and clarifying certain provisions of the Agreement ("**Clarification Agreement**"). All capitalized terms utilized herein but not defined herein shall have the same meaning ascribed to same in the Agreement.

The Parties (defined below) acknowledge the following facts giving rise to the necessity of this Clarification Agreement and the existence of sufficient consideration to and from each party hereto for entering into this Clarification Agreement:

A. MB848, LLC ("**MB848**") is the successor in interest to Prairie Grove Commons, L.L.C. and is therefore the current Owner of the Owner Property described in the Agreement (the Owner Property is legally described on Exhibit "A" attached hereto and made a part hereof).

B. The Village is the owner of the Village Property described in the Agreement (the Village Property is legally described on Exhibit "B").

C. PG Commons, LLC ("**PG**") has entered into a contract to purchase a portion of the Owner Property legally described on Exhibit "C" attached hereto and made a part hereof ("**Sale Property**") from MB848 and intends to develop said portion of the Owner Property and the Village Property (collectively "**Lot 1**") after purchase from the Village by PG and

conveyance of the Village Property to PG prior to the development of the remainder of the Owner Property (the Owner Property exclusive of the Sale Property shall hereinafter be referred to as the "**Remainder Owner Property**" and the owner of such Remainder Owner Property and its successors and assigns shall hereinafter be referred to as the "**Remainder Owner**").

D. Upon conveyance of the Sale Property to PG the Owner as defined in the Agreement shall consist of two (2) separate entities, MB848 and PG.

E. Therefore, in order to facilitate the sale of the Sale Property to PG, the development of Lot 1 and the subsequent development of the Remainder Owner Property, the Village, MB848 and PG (sometimes hereinafter collectively referred to as the "**Parties**") have agreed to enter into this Clarification Agreement to acknowledge and clarify certain of the rights and obligations of the Parties as set forth in the Agreement and certain other documents ancillary thereto.

Specifically, the Parties hereto hereby acknowledge and agree as follows:

1. Section 2A, **Zoning Map**, provides that "No other development or use of the Property ... shall be permitted until compliance with Sections 2B and 2C is made." The Parties acknowledge and agree that the requirements of Section 2B are not applicable to the Remainder Owner Property.

2. Section 3A, **Right of Way and Standards**, requires the Owner to construct certain road and highway improvements, including but not limited to the construction of Division Drive north of Galena Boulevard ("**North Division**"). The Parties acknowledge that North Division has been constructed and that Remainder Owner shall have no obligation with respect to the construction of, or costs incurred to construct, North Division (the "**North Division Costs**") until such time as the Remainder Owner commences construction of Community Drive or Division Drive south of Galena Boulevard, it being further acknowledged and agreed that the obligation of the Remainder Owner to reimburse the Village for the North Division Costs shall not exceed \$190,000.00.

3. Section 5B, **Purchase of Village Property**, requires the Owner to purchase the Village Property upon the satisfaction of certain conditions. The Parties acknowledge and agree that the obligation to purchase the Village Property shall, upon conveyance of the Sale Property to PG, constitute the obligation of PG and not the obligation of MB848 or any of its successors or assigns.

4. Section 3D, **IDOT Access**, provides that the Village shall seek and sponsor a “second release of the access control rights on the Property.” The Parties acknowledge and agree that the rights to such additional access shall inure solely to the benefit of the Remainder Owner Property.

5. Section 4D, **Bank Impact Fee**, provides that “up to four (4) banks or financial institutions” shall be a permitted use. The Parties acknowledge and agree that it is the intention and agreement of the Parties that: (a) three (3) banks or financial institutions shall be a permitted use on the Remainder Owner Property and the rights and obligations set forth in Section 4D with respect to said three (3) banks or financial institutions shall inure solely to the benefit of the Remainder Owner Property; and (b) one (1) bank or financial institution shall be a permitted use on Lot 1 and the rights and obligations set forth in Section 4D with respect to said bank or financial institution shall inure solely to the benefit of PG, its successors and assigns.

6. Section 6G, **Burial of Utilities**, requires the Owner to "bury all existing utilities and all utilities constructed for the development . . . on the Property" and further allows the Village to require certain utilities located on The Landings Subdivision to be buried with the cost of the burial of said certain utilities located on The Landings Subdivision to be paid for as set forth therein (collectively the "**Utility Burial**"). The Parties acknowledge and agree that: (a) PG shall, upon conveyance of the Sale Property to PG, be solely responsible for such Utility Burial as may be necessary for utilities (i) located in or along the boundary(ies) of Lot 1, and (ii) located on The Landings Subdivision (as described in Section 6G); and (ii) MB848 shall be solely responsible for such Utility Burial as may be necessary for utilities located in or along the boundary(ies) of the Remainder Owner Property.

7. Section 8(A)(3), **Annexation to Fox Metro Water Reclamation District**, permits the Owner to effect a termination of the Annexation Agreement if “it is not possible to annex to, or obtain service from, Fox Metro to serve the Property.” PG is in the process of annexing Lot 1 to the Fox Metro Water Reclamation District ("**Fox Metro**"). The Parties acknowledge and agree that the rights of Owner to effect a termination of the Annexation Agreement under Section 8(A)(3) shall be allocated as follows: (a) the right of PG to effect a termination of the Annexation Agreement shall inure solely to the benefit of PG and shall be limited to the right to terminate the Annexation Agreement with respect to Lot 1 and such right shall only be exercisable if, and only if, it is not possible to annex to, or obtain service from, Fox Metro to serve Lot 1 and such termination shall not effect a termination of the Annexation Agreement with respect to the Remainder Owner Property; and (b) the right of Remainder Owner to effect a termination of the Annexation Agreement shall inure solely to the benefit of Remainder Owner and shall be limited to the right to terminate the Annexation Agreement with

respect to the Remainder Owner Property and such right shall only be exercisable if, and only if, it is not possible to annex to, or obtain service from, Fox Metro to serve the Remainder Owner Property and such termination shall not effect a termination of the Annexation Agreement with respect to Lot 1.

8. Section 11B, **Final Plat and Plan**, states in pertinent part that "Until such time as all such items that are required for the recording of a Final Plat and Plan hereunder are posted or complied with, the sale, assignment or transfer of any lot in the Property (except a transfer of the entire property to a single successor) is prohibited and any use of the Property (except as permitted in Section 22 hereof) is prohibited". The Village affirmatively states that the plain meaning and intent of such language is that a portion of the Property less than the entire Property (such as, for example, the Sale Property) may be transferred so long as the requirements for the recording of a Final Plat and Plan are posted or complied with for the portion of the Property which is to be transferred ("**Permitted Partial Transfer**"). Subsequent to any such Permitted Partial Transfer, a transfer of the entire remaining property to a single successor shall be permitted notwithstanding that a Final Plat and Plan may not have been recorded with respect to such remaining property.

9. Section 8D, **Storm Water Management**, subparagraph 2, states in pertinent part that "The storm water facilities shall include construction by the Owner of storm drainage retention/detention facilities as may be required by such agencies and the Village Engineer" and Exhibit K sets forth the approved Temporary Detention Utility Plan for Lot 1. Pursuant to: (i) said Exhibit K; (ii) that certain Dedication Agreement for Galena Boulevard Right Of Way dated January 1, 2008 and recorded in the Office of the Recorder of Deeds of Kane County on May 9, 2008 as Document Number 2008K039971 ("**Dedication Agreement**"); and (iii) that certain Grant of Easement for Public Utilities and Shared Use Path to the Village of Sugar Grove, Kane County, Illinois, recorded in the Office of the Recorder of Deeds of Kane County on May 9, 2008 as Document Number 2008K039973 ("**Grant of Easement**"; Exhibit K, the Dedication Agreement and the Grant of Easement are hereinafter collectively referred to as the "**Storm Water Management Documents**") the Village constructed a temporary detention basin (the "**Temporary Basin**") on the portion of the Remainder Owner Property designated as the Temporary Storm Water Management Easement in the Grant of Easement (the "**Temporary Storm Water Management Easement Area**") which is intended to provide the necessary storm water management for the public roadways adjacent to the Remainder Owner Property and Lot 1 until such time as permanent detention facilities sufficient to provide the necessary storm water management for the Remainder Owner Property, Lot 1 and the public roadways adjacent thereto have been constructed on the Remainder Owner Property. The Parties therefore acknowledge, confirm and agree that:

(a) Prior to development of the Remainder Owner Property, to the extent the Temporary Basin does not provide sufficient storm water management for Lot 1 as required under the Agreement, at PG's request MB848 shall expand the Temporary Basin as necessary to provide such additional stormwater management subject to the approval of the plans therefor by the Village (the "**Expansion**") so long as any Expansion of the Temporary Basin is within the existing boundaries of the Temporary Storm Water Management Easement Area and PG agrees to reimburse MB848 for expenses incurred as a result of the Expansion. MB848 shall utilize such contractor as is mutually acceptable to PG and MB848 to construct the Expansion, it being expressly understood that DeJames Builders, Inc. is mutually acceptable.

(b) Upon development of the Remainder Owner Property, and as a condition precedent to the approval by the Village of such development as required by the Agreement, the Remainder Owner Property shall contain sufficient storm water management facilities to accommodate the Remainder Owner Property, Lot 1 and the public roadways adjacent thereto pursuant to plans and permanent easements therefor approved by the Village as contemplated in Section 8D of the Agreement.

(c) The Parties shall cooperate with each other and shall execute any and all documents reasonably necessary (including but not limited to any documents for recording deemed necessary by Chicago Title Insurance Company) to affirm their agreement to the matters set forth in this Paragraph 5.

10. Section 19A, **Notices**, is hereby revised to provide that until such time as Lot 1 has been conveyed to PG, any notices delivered to the Owner shall also be provided at the following addresses:

MB848, LLC
c/o MB Financial Bank, N.A.
6111 N. River Road
Rosemont, Illinois 60018
Attention: Dave Gottlieb

GoodSmith Gregg & Unruh LLP
150 S. Wacker Drive, Suite 3150
Chicago, Illinois 60606
Attention: Linda Schurman

Village of Sugar Grove, MB848, LLC and
PG Commons, LLC

_____, 2012

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From and after the date that Lot 1 has been conveyed to PG, any notices with respect to the Remainder Owner Property shall be delivered to the Remainder Owner and shall be provided at the following addresses:

MB848, LLC
c/o MB Financial Bank, N.A.
6111 N. River Road
Rosemont, Illinois 60018
Attention: Dave Gottlieb

With a copy to:

GoodSmith Gregg & Unruh LLP
150 S. Wacker Drive, Suite 3150
Chicago, Illinois 60606
Attention: Linda Schurman

From and after the date that Lot 1 has been conveyed to PG, any notices with respect to the Lot 1 shall be delivered to PG and shall be provided at the following addresses:

PG Commons, LLC
c/o The Daly Group LLC
2803 Butterfield Road, Suite 300
Oak Brook, Illinois 60523
Attention: Patrick F. Daly

With a copy to:

Alan D. Pearlman, General Counsel
The Daly Group LLC
2803 Butterfield Road, Suite 300
Oak Brook, Illinois 60523

11. Section 13C, **Acceptance of Improvements and Phasing of Development**, provides that “Owner shall have the right to develop the Property in phases, as may be jointly determined by the Owner and Village.” The Parties acknowledge and agree that PG’s approval shall not be required in connection with the development of the Remainder Owner Property.

By execution hereinbelow the Parties, and each of them, acknowledge that this letter shall serve as an acknowledgement and clarification of the Agreement whereby the Parties agree that: (i) the Agreement shall be interpreted and enforced as set forth herein; and (ii) the Agreement is ratified and declared to be in full force and effect. PG and MB848 agree to cooperate with each other and to execute any and all documents reasonably necessary to preserve each party's rights under the Agreement; provided, however, that neither Party shall be obligated to incur liabilities, limit rights or incur expense (other than nominal costs) in connection therewith. Execution of this Clarification Agreement may be in any number of counterparts each of which are identical and all of which when taken together shall constitute one original. The Parties acknowledge that this Clarification Agreement may be recorded against the Remainder Owner Property and Lot 1, it being expressly understood that no such recordation shall be necessary for the terms and conditions of this Clarification Agreement to be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

In that regard, each of the Parties shall acknowledge its agreement to the terms and conditions of this Clarification Agreement by executing the triplicate counterparts hereof and returning one fully executed counterpart to me. Thank you.

Very truly yours,

Alan D. Pearlman

[ACKNOWLEDGEMENTS AND CONSENTS APPEAR ON FOLLOWING PAGES]

Village of Sugar Grove, MB848, LLC and
PG Commons, LLC

_____, 2012

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Acknowledged and Agreed to this ____ day of _____, 2012:

PG COMMONS, LLC, an Illinois limited liability company

By: _____

Name: Patrick F. Daly

Its: Manager

STATE OF ILLINOIS)
) **SS.**
COUNTY OF _____)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **PATRICK F. DALY**, Manager of **PG Commons, LLC**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument on behalf of said limited liability company and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2012.

Notary Public

Village of Sugar Grove, MB848, LLC and
PG Commons, LLC

_____, 2012

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EXHIBIT "A"

Legal Description of Owner Property

LEGAL DESCRIPTION

See attached.

PARCEL 1:

THAT PART OF THE SOUTH 1/2 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING IN THE CENTER OF THE AURORA AND DIXON ROAD 9.62 CHAINS WEST OF THE EAST LINE OF SAID SECTION; THENCE SOUTH TO THE SOUTH LINE OF SAID SECTION 16; THENCE WEST ALONG SAID SOUTH LINE TO THE CENTER LINE OF STATE ROUTE NO. 47; THENCE NORTH ALONG SAID CENTER LINE 395 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 551.4 FEET; THENCE SOUTH PARALLEL WITH THE CENTER LINE OF STATE ROUTE 47, 395 FEET TO THE SOUTH LINE OF SAID SECTION; THENCE WEST ALONG SAID SOUTH LINE TO A POINT 9.62 CHAINS WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTH 40 CHAINS TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION; THENCE EAST ALONG SAID NORTH LINE TO THE CENTER LINE OF SAID STATE ROUTE 47; THENCE SOUTH ALONG SAID CENTER LINE TO THE CENTER LINE OF THE AURORA AND DIXON ROAD AFORESAID; THENCE EASTERLY ALONG THE CENTER LINE OF SAID AURORA AND DIXON ROAD TO THE POINT OF BEGINNING (EXCEPT THAT PART CONVEYED TO THE STATE OF ILLINOIS BY WARRANTY DEED RECORDED AUGUST 18, 1959 AS DOCUMENT B97944 AND ALSO EXCEPT THAT PART LYING EASTERLY OF SAID CENTER LINE OF STATE ROUTE 47 AND ALSO EXCEPTING THAT PART THEREOF FALLING IN LOT 1 IN PRAIRIE GROVE COMMONS UNIT ONE, RECORDED SEPTEMBER 15, 2010 AS DOCUMENT NUMBER 2010K060655), IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

PARCEL 2:

LOT 1 (EXCEPT THE NORTH 18 FEET) IN PRAIRIE GROVE COMMONS UNIT ONE, BEING A SUBDIVISION OF SECTION 16, TOWNSHIP 38 NDRTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 15, 2010 AS DOCUMENT NUMBER 2010K060655)

EXCEPTING FROM THE ABOVE THE FOLLOWING PARCELS THAT PART OF THE LAND DEDICATED FOR ROADWAY AND UTILITY PURPOSES TO THE VILLAGE OF SUGAR GROVE RECORDED AS DOCUMENT 2008K039972 AND FALLING WITHIN THAT PART OF THE SOUTH 1/2 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST 1/4 OF SECTION 16; THENCE NORTH 00 DEGREES 24 MINUTES 41 SECONDS WEST (ASSUMED), ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 16, 2645.34 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 16; THENCE NORTH 89 DEGREES 07 MINUTES 41 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4, 20 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 800.00 FEET, CHORD BEARING SOUTH 00 DEGREES 26 MINUTES 03 SECONDS EAST, ARC DISTANCE OF 0.64 FEET TO A LINE 20.00 FEET EASTERLY AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 00 DEGREES 24 MINUTES 41 SECONDS EAST, ALONG SAID PARALLEL LINE, 164.77 FEET; THENCE SOUTH 45 DEGREES 24 MINUTES 41 SECONDS EAST, 70.71 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 19 SECONDS EAST, 1443.92 FEET; THENCE NORTH 88 DEGREES 31 MINUTES 39 SECONDS EAST, 540.00 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 35 MINUTES 19 SECONDS EAST, 802.13 FEET; THENCE NORTH 70 DEGREES 21 MINUTES 49 SECONDS EAST, 108.20 FEET TO THE WEST LINE OF ROUTE 47 RECORDED AUGUST 18, 1959 PER DOCUMENT NO. 897944; THENCE SOUTH 00 DEGREES 10 MINUTES 45 SECONDS WEST, ALONG THE WEST LINE 64.54 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 45 SECONDS EAST, ALONG SAID WEST LINE, 121.09 FEET; THENCE NORTH 45 DEGREES 13 MINUTES 43 SECONDS WEST, 42.29 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 19 SECONDS WEST, 873.36 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 44 SECONDS WEST, ALONG SAID WEST LINE, 120.00 FEET, TO THE POINT OF BEGINNING.

Village of Sugar Grove, MB848, LLC and
PG Commons, LLC

_____, 2012

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Exhibit "B"

Legal Description of Village Property

LEGAL DESCRIPTION

The North 18 feet of Lot 1 in Prairie Grove Commons Unit One, being a subdivision of Section 16, Township 38 North, Range 7 East of the Third Principal Meridian, according to the Plat thereof recorded September 15, 2010 as Document No. 2010K060656.

Village of Sugar Grove, MB848, LLC and
PG Commons, LLC

_____, 2012

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Exhibit "C"

Legal Description of Sale Property

LEGAL DESCRIPTION

Lot 1 (except the North 18 feet) in Prairie Grove Commons Unit One, being a subdivision of Section 16, Township 38 North, Range 7 East of the Third Principal Meridian, according to the Plat thereof recorded September 15, 2010 as Document No. 2010K060656.

Village of Sugar Grove
Public Works Department

MEMORANDUM

February 2, 2012

TO: Village President and Board of Trustees

FROM: Anthony Speciale, Public Works Director

RE: **PUBLIC WORKS DEPARTMENT STAFF REPORT**

The following is a short summary of current projects that the Public Works Department is addressing:

Meetings:

On January 17, 2012 I attended a meeting with Rich Young and representatives from ComEd to review the relocation of electrical poles / services associated with the Walgreens property at Galena Boulevard and Division Drive.

On January 18, 2012 I attended a meeting with Brent Eichelberger, Rich Young, Steve Andersson and representatives from Coast Oak to discuss the Settler's Ridge subdivision. The fee schedule and traffic study were among the items discussed.

On January 18, 2012 Brad Merkel and Geoff Payton attended the Monthly Executive Safety Committee meeting. Accident reports and a portion of the Fleet Safety Program were discussed.

On January 25, 2012 Geoff Payton attended the Monthly Executive Safety Subcommittee meeting. The Village's next emergency drill and policies in need of review were discussed.

Streets & Properties:

Snow and Ice Control:

A total of 6 events dropping 10" of snow and ice have occurred since our last report, the largest of which took place on January 20-21, 2012. Approximately 6.5" of snow fell and was accompanied by winds harsh enough to cause considerable drifting. This brings our season total to 17" of snow spanning 13 events. So far this season, Public Works has used approximately 500 tons of salt.

EAB:

Inspections completed in Walnut Woods and Bliss Woods throughout January have shown that EAB has not slowed as of yet. A total of 9 trees that were on the watch list have now been confirmed with EAB and it has been discovered in new areas of the subdivisions. Removals are expected to resume in February. Since 2008, 264 Ash trees have been removed Village wide.

Trees Count Inventory:

The updated inventory was started on October 11, 2011. The survey has been finished and data entry is being completed. Staff anticipates the inventory to be completed by the week of February 20, 2012.

Utilities:

Water Meter Replacement Program:

United Meters Inc. started the water meter replacement program on November 29, 2011. To date, 333 meters have been changed out. The project will resume as soon as inventory is received. It is going to be shipped in February 2012.

Staff collected monthly water samples as required by the IEPA.

Staff completed monthly water meter reads.

Staff distributed 68 shut off notices to delinquent utility accounts. A total of 14 utility accounts were disconnected.

Staff completed 43 Julie Locates in the month of January.

Staff repaired 2 b-boxes throughout town and Prestbury as part of the water meter replacement program.

Staff jetted 5,774 feet of sanitary sewer. Jetting was completed on the West Side of Town, Prestbury and Black Walnut.

Staff cleaned the 7 lift station wet wells.

Fleet:

Staff completed routine maintenance on 3 Village trucks, replaced 2 snow plow cutting edges and replaced 1 calcium chloride pump.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: RICHARD YOUNG, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: RESOLUTION: AUTHORIZING THE EXECUTION OF AN AGREEMENT RELATING TO THE SCOPE OF WORK FOR THE RICH HARVEST FARM GOLF EVENT TRAFFIC STUDY
AGENDA: FEBRUARY 7, 2012 REGULAR MEETING
DATE: FEBRUARY 3, 2012

ISSUE

Shall the Village Board approve a Scope of Work Agreement with Traffic Analysis & Design, Inc. (TADI) for services funded by the Kane County Riverboat Grant Fund.

DISCUSSION

Staff applied for and has received \$25,000 from Kane County for a revised Riverboat Fund Grant to be used for a special events impact evaluation and regional planning review of traffic and traffic infrastructure needs relating to events at Rich Harvest Farms. The original grant was approved by the County in 2008 for a sewer line extension for Scot Industries. The grant was never used because of a change in plans on the part of the company. Staff requested and was granted a reallocation of the funds for the traffic study. TAD&I has provided staff with scope of work which calls for review of the development and performance of the transportation management plans for the 2009 Solheim Cup. TAD&I will also review how more regional transportation improvement may provide additional capacity and improve special event operations. These improvements would be prioritized on a value added basis for special events.

ATTACHMENTS

- TAN&I Scope of Services
- Resolution to be provide at 2-7-12 Meeting

COSTS

The total cost of the study will be \$25,000 which will be 100% covered by the Riverboat Grant Fund. There will be limited Village Staff costs associated with this study in the form of meetings with the traffic consultant.

RECOMMENDATION

That the Board review and approve the Scope of Services Agreement for the Rich Harvest Farms Traffic Study



February 3, 2012

Mr. Richard Young - Community Development Director
Village of Sugar Grove
10 S. Municipal Drive
Sugar Grove, Illinois 60554

RE: Rich Harvest Farms Traffic Studies

Dear Mr. Young:

Per our recent conversations, and discussions with Kane County Division of Transportation (KDOT), Illinois State Police (ISP), and Rich Harvest Farms, Traffic Analysis & Design, Inc., (TADI) is pleased to present this proposal for traffic engineering services that could support the expanding use of the Rich Harvest Farms golf course for a variety of local, national, and international competitions. Under the proposed scope of work, TADI would review the development and performance of transportation management plans for the 2009 Solheim Cup while also investigating how more regional transportation network improvements may provide additional capacity to improve special event traffic operations. The proposed scope of work is as follows.

SCOPE OF SERVICES

Task A – Special Event Impact Evaluation

In order to gain a more complete understanding of the current challenges and opportunities provided by the site and surrounding roadways, TADI would review the various traffic/transportation components of the 2009 Solheim Cup. The purpose of this review would be to evaluate both the traffic management plans and actual operations at the event from a vehicular, parking, and pedestrian perspective. To accomplish this, TADI would perform the following tasks:

- Interviews with up to six (6) stakeholders or groups. This may include representatives from the Village, ISP, KDOT, Township, IDOT, LPGA, BNSF, Rich Harvest Farms, and/or others as designated by Village staff
- Review of collected and provided event documents
- Traffic counts (Friday and Sunday AM & PM) at US 30/Dugan Road and Dugan Road/Granart Road
- Evaluation of traffic/pedestrian/parking operations based on interview, planning, and traffic count data

- Recommendations to be considered for future event planning efforts including potential local infrastructure improvements, parking operation and configuration adjustments, pedestrian management modifications, and traffic routing alternatives
- Up to four (4) additional meetings with project stakeholders
- Report summarizing analysis performed and final recommendations

Task B – Regional Planning Review

While the US 30/Dugan/Granart/BNSF intersections provide the most direct and proximate access to Rich Harvest Farms, other area roadways connections also present opportunities to reduce the traffic demands at this challenging location. Working with jurisdictional agency staff, TADI would review local and regional planning documents to determine where spot improvements or more regional infrastructure modifications could improve accessibility to the Rich Harvest Farms area. The scope of work could include the following:

- Peak hour traffic counts at up to three (3) Village or agency-designated intersections or roadway segments
- Coordination with local and regional planning agencies
- Review of short- and long-term planning and development documents
- Impact analysis for both smaller spot and larger regional infrastructure improvements or modifications
- Prioritization of improvements based on value added to special event traffic management
- Documentation of recommendations
- Up to three (3) meetings with jurisdictional agencies and stakeholders to review preliminary and final recommendations

SCHEDULE

Given that the proposed scope of work is highly dependent upon meetings with project stakeholders and documents provided by other third parties, the schedule for this project may be highly variable. Assuming timely responses, TADI believes draft versions of both studies can be completed within 5-8 weeks from notice to proceed. TADI commits to frequent communication with the Village regarding project status and is happy to respond to any requests to modify the schedule based on stakeholder needs.

COMPENSATION

For the services outlined above in the "Scope of Services", the Client shall pay a lump sum fee of Twenty-Five Thousand Dollars (\$25,000). This fee includes all labor and direct expenses related to the work items described herein. The Engineer's attendance at project meetings and/or public hearings not specifically included in the project scope must be approved by the Client and will be charged on an hourly basis according to the following rates:

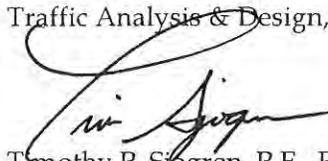
Senior Traffic Engineer	\$ 135
Traffic Engineer	\$ 100

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

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

Sincerely,

Traffic Analysis & Design, Inc.



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

THIS AGREEMENT is entered into between the Village of Sugar Grove (Client) and Traffic Analysis & Design, Inc., (Engineer), based upon the need for regional and special event planning services for Rich Harvest Farms, (the Project) and Client's request that Engineer perform certain traffic engineering services in connection with the Project (the Services).

1. Engineer shall provide the Services described in "Scope of Services", according to "Schedule".
2. Client shall pay Engineer in accordance with "Compensation". Invoices for additional work shall be due and payable upon receipt. Invoice amounts not paid within 30 days shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal.
3. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
4. Engineer shall not be liable to Client for any consequential damages resulting in any way from the performance of the Services. To the fullest extent permitted by law, Engineer's liability under this Agreement shall not exceed Engineer's total compensation actually received under this Agreement.
5. Engineer and Client waive all rights against each other for damages covered by property insurance during and after the completion of the Services.
6. Notwithstanding anything to the contrary in any Attachments hereto, Engineer has no responsibility for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to Client or to comply with federal, state, or local laws, regulations, and codes.
7. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.
8. This Agreement may be terminated upon written notice at Client's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. Engineer shall terminate performance of Services on a schedule acceptable to Client, and Client shall pay Engineer for all Services performed and reasonable termination expenses. Paragraphs 4 and 5 shall survive any termination or completion of this Agreement.
9. All documents prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Engineer. Engineer shall retain its ownership in its data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.
10. The Services provided for in this Agreement are for the sole use and benefit of Client and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Engineer.
11. Any notice required by this Agreement shall be made in writing to the individuals specified below:
 - Client:
 - Village of Sugar Grove
 - 10 S. Municipal Drive
 - Sugar Grove, Illinois 60554
 - Attn: Mr. Richard Young.
 - Engineer:
 - Traffic Analysis & Design Inc.
 - 233 S. Wacker Drive, Suite 8400
 - Chicago, Illinois 60606
 - Attn: Mr. Timothy P. Sjogren, P.E., PTOE

IN WITNESS WHEREOF, Client and Engineer have executed this Agreement, February 3, 2012.

CLIENT

Village of Sugar Grove, Illinois

By _____

Title _____

Date _____

ENGINEER

Traffic Analysis & Design, Inc.

By:  _____

John A. Bieberitz, P.E., PTOE

Date _____

February 3, 2012

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: RICH YOUNG, COMMUNITY DEVELOPMENT DIRECTOR
MIKE FERENCAK, VILLAGE PLANNER
SUBJECT: VETERANS PARK
RESOLUTION: ACCEPTING A GRANT OF EASEMENT WITH
BILL KECK AND ELAINE FOX
ORDINANCE: LETTING PROPERTY TO THE SUGAR
GROVE VETERANS PARK FOUNDATION
AGENDA: FEBRUARY 7, 2012 REGULAR VILLAGE BOARD MEETING
DATE: FEBRUARY 3, 2012

ISSUE

Should the Village Board approve of a Resolution Accepting a Grant of Easement at 211-231 S. Main Street with Bill Keck and Elaine Fox and an Ordinance Letting Property at 237 S. Main Street to the Sugar Grove Veterans Park Foundation.

DISCUSSION

In the continuing effort to establish a Veterans Park on the Village-owned land at 237 S. Main Street, two items are being presented tonight for Board action.

The idea of establishing a Veterans Park was first presented to the Village Board at a meeting in May 2011. At a meeting in June 2011, a concept plan was presented. At the second meeting in June 2011, the Board voted in favor of designating the site as Veterans Park, subject to several conditions being met:

- 1) That a legal not-for-profit be formed to take responsibility for the improvement and maintenance of the site. *This has been completed with the establishment of the Sugar Grove Veterans Park Foundation. The lease agreement would be with this entity.*
- 2) That the not-for-profit provide appropriate insurance and waivers / indemnification to protect the Village. *An insurance policy has been submitted, however the policy does not state limits, instead it only refers to general commercial liability. Staff is following up on this to get additional information.*
- 3) That ingress / egress rights to the rear parking area are secured. *The acceptance of the grant of easement with Bill Keck and Elaine Fox would*

- provide for the necessary ingress / egress.*
- 4) That permits and Village staff approval be required for the improvements to the site. Park District review should also be considered to facilitate possible future transfer of the property. *This has not been completed yet. The site will need to first be rezoned for the park and some variances may be necessary.*
 - 5) That Village out-of-pocket expenses be reimbursed should the costs exceed \$1,000. *The costs to achieve lease and easement documents acceptable to all parties has exceeded earlier estimates and are now expected to total \$4,000 to \$5,000.*

At this time, staff has not heard back from Bill Keck and Elaine Fox regarding their attorney's review of the grant of easement. Staff does anticipate they will accept the easement. Staff recommends acceptance of the grant of easement as it will allow access to the proposed parking lot at the rear of the Veterans Park site.

The Village Attorney's office has confirmed that the Sugar Grove Veterans Park Foundation's attorney has stated his approval of the proposed lease agreement. Staff has reviewed the lease agreement and recommends approval of it, subject to receiving the required insurance and waivers.

The following items are attached for your information:

1. Resolution Accepting a Grant of Easement
2. **Grant of Easement**
3. Ordinance Letting Property
4. Lease Agreement

COSTS

There have been costs of \$3,325.50 for work related to Veterans Park at this time.

RECOMMENDATION

That the Village Board:

1. Approve a Resolution Accepting a Grant of Easement at 211-231 S. Main Street with Bill Keck and Elaine Fox
2. Approve an Ordinance Letting Property at 237 S. Main Street to the Sugar Grove Veterans Park Foundation, subject to receiving the required insurance and waivers.

VILLAGE OF SUGAR GROVE / SUGAR GROVE VETERAN'S PARK FOUNDATION

LEASE AGREEMENT FOR THE SUGAR GROVE VETERAN'S PARK

This LEASE AGREEMENT made this 7th day of February, 2012, by and between The Village of Sugar Grove, an Illinois Municipal Corporation, hereinafter called "Lessor"; and The Sugar Grove Veteran's Park Foundation, Illinois, an Illinois Not-for-Profit Corporation, hereinafter called "Lessee";

W I T N E S S E T H:

1. PURPOSE: The construction and operation of a park, open to the public and for the purpose of honoring and commemorating veterans, subject to the terms and conditions of this Agreement.

2. PREMISES: The premises leased hereunder are described as follows:

THE WEST 303.60 FEET OF THE EAST 336.60 FEET OF THE SOUTH 186.67 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 231.00 FEET OF THE NORTH 29.00 FEET THEREOF AND EXCEPT THAT PART FALLING IN THE RIGHT OF WAY OF THE BURLINGTON NORTHERN SANTA FE RAILWAY) IN THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

Said property includes an access easement, described as follows:

THE WEST 231.00 FEET OF THE EAST 264.00 FEET OF THE NORTH 24.00 FEET OF THE SOUTH 181.67 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

Lessee is only authorized to operate the premises consistent with the purpose specified in Article 1. Lessee agrees that it shall not interfere with the public use of said easement, and shall not prohibit the lessor from accessing the easement, as provided for in Article 9. Before constructing any buildings or appurtenances, or installing any fixtures or any other improvements on the premises, Lessee shall obtain advance written permission to do so from Lessor.

3. TERM: The term of this lease shall be for a period of ninety-nine (99) years commencing on the 7th day of February, 2012, and terminating on the 7th day of February, 2111. Said lease may be renewed at the request of either party upon termination.

4. RENT: Lessee shall pay to Lessor, without deduction or setoff, the sum of ten dollars (\$10.00) which shall be payable in advance on the first day of the lease.

5. ASSIGNMENT-SUBLEASE: Lessee shall not assign this Lease or any interest hereunder, or sublease the premises or any part thereof; any such assignment or sublease shall be void.

6. INDEMNIFICATION: Without limitation, and to the fullest extent permitted by law, Lessee agrees that it shall hold harmless and indemnify Lessor, its officers, employees, agents and property--including the Premises, and any structures, fixtures, appurtenances, or other improvements located thereon--from any and all injuries, claims, or damages in any way arising out of this Lease and from Lessee's use and occupation of the premises. Lessee will indemnify and hold Lessor, its officials, employees and agents free and harmless from any liability for injury to or death of any person, including Lessee, or for damage to property arising from Lessee's use and occupation of the premises or from the act or omission of any person or persons, including Lessee, in or about the premises with Lessee's express or implied consent. Lessee further agrees that it shall hold harmless and indemnify Lessor, its officers, employees, and agents, from any and all costs and expenses, including but not limited to attorney's fees, arising from the defense of a suit brought against the Lessor as a result of injuries, claims, or damages in any way arising out of this Lease and from Lessee's use and occupation of the premises. If Lessor is made a defendant in such suit, the Lessor reserves the right to retain its own counsel, at Lessee's expense.

7. INSURANCE: Lessee shall maintain, at its sole expense, commercial general liability insurance coverage (from a company acceptable to the Lessor and with a BEST Insurance rating of A- or better) with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage and a general aggregate of no less than Two Million Dollars (\$2,000,000) per occurrence. Such policy shall have a maximum deductible of One Thousand Dollars (\$1,000) per occurrence, and shall list the Village of Sugar Grove, its officers, agents and employees as additional primary insured, and as additional loss payee. Lessee shall further maintain such additional insurance as Lessee shall deem necessary and appropriate on any structures, fixtures, appurtenances, or other improvements it constructs on the premises, it being recognized by Lessee that the Lessor has no obligation to maintain said structures, fixtures, appurtenances, or improvements and no obligation to reconstruct, repair or renovate said structures, fixtures, appurtenances, or improvements in any event. Lessee shall maintain on file with the Lessor a current certificate of insurance evidencing coverage in all of the forms described above. With regard to the commercial general liability coverage, Lessee shall provide to the Lessor a certificate of insurance showing the Lessor, its officers, agents and employees as additional primary insured, entitled to receive notice of the cancellation of the policy. Such certificate shall be accompanied

by a letter from Lessee's insurance agent, providing contact information for such agent through which verification of coverage may be made. The lessee shall provide copies of the actual policy endorsements naming the Lessor, its officers, agents and employees as primary additional insureds.

Lessee shall also obtain all licenses, inspections, permits and permissions required to engage in any of the activities that Lessee engages in at the Park or on the Premises, including but not limited to any amusement licenses, food service licenses or inspections, or any other license or inspection whatsoever required under applicable Federal, State or local statute, regulation or ordinance, as such laws may be amended from time to time. Lessee shall provide the Lessor with current copies of all such licenses, inspection reports, permits and permissions.

The failure of Lessee to provide to Lessor the documentation required under this Section shall be deemed a material breach of this Lease.

8. MAINTENANCE:

A. Lessee shall at all times during the term of this Lease keep and maintain the leased premises in good order, condition and repair. Lessee shall also be responsible for repairing all damages it may have caused.

B. Lessee shall further cause all trash, garbage and waste from the leased premises to be deposited within trash receptacles and removed from the premises each week.

C. Lessee agrees to mow the lawn and maintain the grass area, shrubs, trees, and other vegetation on the property being leased.

D. It is expressly understood and agreed that the Lessee shall not be permitted nor authorized to charge any labor or material to the account of the Lessor. Any repairs that may be required to be made by Lessee from time to time shall be made after notifying the Lessor, and after making appropriate arrangements for furnishings labor and materials which may be required for such purposes. Any charges for labor and materials made by the Lessee without express written consent of the Lessor shall be the sole responsibility of the Lessee to pay.

E. The property is leased for non-commercial purposes only, and no commercial business shall be conducted on the premises, with the exception that Lessee may hold fundraisers as long as the sole purpose of said fundraisers is to raise money for Lessee, and for no other commercial purpose.

F. Lessee shall not permit the sale or consumption of alcoholic beverages on the premises, unless it has received advance, express written permission from Lessor. If such permission is granted, Lessee shall comply with any and all terms and conditions that Lessor may require as a condition of granting said permission. It shall be within the sole discretion of Lessor whether or not to grant permission for the sale or consumption of alcoholic beverages on the premises. If such permission is granted by Lessor, failure to comply with the terms and conditions established by Lessor for the sale or consumption of alcoholic beverages shall constitute a breach of this Lease.

9. PROHIBITED USES: Lessee will not permit any unlawful practice or any practice in violation of this Lease, with or without Lessee's knowledge or consent, to be committed or carried-on on the premises by Lessee or by any other person.

10. LESSOR ACCESS: The Lessee further covenants that it will permit the Lessor to have uninhibited access to the premises hereby leased for the purpose of examining the same, or to make any needful repairs or alterations of such premises, which said Lessor may see fit to make. Lessor shall also have the right to utilize the premises to access other parcels owned by Lessor, and shall have the right to permit others to utilize the same right of way for the same or similar purposes.

11. TERMINATION OF LEASE: Should the Lessor or Lessee at any time desire to terminate this Lease, the party seeking termination shall provide the other party with written notice at least one (1) year in advance of such termination. Should such termination occur at any time other than the conclusion of a term of this lease, Lessor shall refund Lessee's rent for the lease term pro-rata, calculated by the number of days for which Lessee utilized the premises.

12. RETURN OF POSSESSION: The Lessee covenants with the Lessor that at the expiration or termination of this lease, it will yield up the premises to the Lessor in as good condition as when the same were entered upon by Lessee, loss by fire or inevitable accident and ordinary wear excepted. Further, Lessee shall remove all of their personal property at the time possession is returned to Lessor. Lessee has seen and knows the condition of the premises and accepts possession in its present condition.

13. NOTICES: all notices or demands of any kind which either party is required or desires to serve on the other party shall be served by mailing a copy of such notice of demand by certified mail as follows:

If to Lessor: Village of Sugar Grove
10 S. Municipal Drive
Sugar Grove, IL 60554

With copy to:

Steven A. Andersson, Village Attorney
Mickey, Wilson, Weiler, Renzi & Andersson, P.C.
2111 Plum Street, P.O. Box 787, Suite 201
Aurora, IL 60507-0787

If to Lessee: Sugar Grove Veteran's Park Foundation
P.O. Box 382
Sugar Grove, IL 60554

With copy to:

William T. King, Jr., Registered Agent/Foundation Attorney
16 S. Locust St.
Aurora, IL 60506

14. ENTIRE AGREEMENT: The parties hereby agree that this document constitutes the entire agreement of the parties with respect to the subject matter discussed herein, and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year first above written.

Lessor: Village of Sugar Grove

BY: _____

ITS: _____

Lessee: Sugar Grove Veteran's Park Foundation

BY: _____

ITS: _____

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS
BRAD MERKEL, PUBLIC UTILITIES SUPERVISOR
SUBJECT: RESOLUTION: AUTHORIZING AN AGREEMENT WITH THE US
EPA TO BECOME A WATERSENSE PROMOTIONAL PARTNER
AGENDA: FEBRUARY 2, 2012
DATE: FEBRUARY 7, 2012

ISSUE

Should the Village of Sugar Grove become a US EPA WaterSense Promotional Partner.

DISCUSSION

WaterSense is a voluntary, nationally recognized program sponsored by the US EPA that promotes water conservation and efficiency. EPA's WaterSense program aims to use water resources more efficiently to preserve them for future generations and to reduce water and wastewater infrastructure costs by reducing unnecessary water consumption. Through this program, the EPA provides reliable information on high-performing, water efficient products and practices, raises awareness about the importance of water efficiency, ensures water-efficient product performance, helps consumers identify products and services that use less water, promotes innovation in product development, and supports state and local water efficiency efforts.

As a WaterSense Promotional Partner, the Village of Sugar Grove shares the EPA's goals to promote WaterSense products, water conservation and efficiency. Typical promotional activities include displaying the WaterSense logo on the Village website, requiring WaterSense products for any rebate program, participating in Fix-a-Leak Week (March 11-19) or using public information materials provided to partners to communicate water conservation messages to residents.

The Metro West Board encourages each member municipality to pass resolutions to become a Promotional Partner. Staff recommends the Village Board support the US EPA and become a WaterSense Promotional Partner.

COST

There are no costs associated with this support.

RECOMMENDATION

The Village Board approves Resolution # 20120207PW1 authorizing an agreement with the US EPA to become a WaterSense Promotional Partner.



RESOLUTION NO. 20120207PW1

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE US EPA BE BECOME A
WATERSENSE PROMOTIONAL PARTNER**

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

WHEREAS, the Village of Sugar Grove is a member of the Northwest Water Planning Alliance (NWPA), a voluntary partnership formed to address the issues of water supply planning and management in northeastern Illinois; and

WHEREAS, stewardship of the Village’s water supply through conservation and efficiency is important to the prosperity of the residents and landowners; and

WHEREAS, the United States Environmental Protection Agency (EPA)’s voluntary WaterSense Partnership Program encourages water efficiency by promoting the use of WaterSense labeled products by residents and businesses as well as other water conservation practices to help protect a community’s water supply

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

That attached hereto and incorporated herein by reference as Exhibit A is an agreement between US EPA and the Village of Sugar Grove to become a WaterSense Promotional Partner. 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 AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on the 7th day of February, 2012.

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

ATTEST: _____
Cynthia Galbreath, Village Clerk,
Village of Sugar Grove

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