

<p>Village President P. Sean Michels</p> <p>Village Clerk Cynthia Galbreath</p> <p>Village Administrator Brent M. Eichelberger</p>	 <p>SUGAR GROVE 10 S. Municipal Drive Sugar Grove, Illinois 60554 Phone: 630-466-4507 Fax: 630-466-4521</p>	<p>Village Trustees</p> <p>Robert Bohler Kevin Geary Sean Herron Mari Johnson Rick Montalto David Paluch</p>
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**July 1, 2014
Board Meeting
6:00 P.M.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Hearing:
 - a. None
5. Appointments and Presentations
 - a. None
6. Public Comment on Items Scheduled for Action
7. Consent Agenda
 - a. Approval: Minutes of the June 17, 2014 Meeting
 - b. Approval: Vouchers
 - c. Resolution: Approving Amended Water & Sewer Rates
 - d. Resolution: Approving a Change to the FSA Program
8. General Business
 - a. Resolution: Authorizing an Amended IGA for Police Records Services *STAR
 - b. Resolution: Pavement Marking Program
 - c. Resolution: Water Supply Testing Contract
9. New Business
 - a. None
10. Reports
 - a. Staff Reports
 - b. Trustee Reports
 - c. Presidents Report
11. Public Comments
12. Airport Report
13. Closed Session: Land Acquisition, Personnel, Litigation
14. Adjournment

**Committee of the Whole Meeting
6:30 P.M.**

1. Call to Order
2. Roll Call
3. Public Comment
4. Discussion: Montgomery Boundary Agreement
5. Discussion: Commercial or Trade Schools in the M-1 Zoning District
6. Discussion: Long Range Planning – I-88 Corridor
7. Discussion: Street Program Funding
8. Discussion: Establishing CCR's and a Backup SSA for 140 & 160 S. Municipal Walter
9. Closed Session: Land Acquisition, Personnel, Litigation
10. Adjournment

June 17, 2014
Village of Sugar Grove
Regular Board Meeting
6:00 PM

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

Present: Trustee Paluch (6:15), Trustee Bohler, Trustee Herron, Trustee Johnson, Trustee Montalto, and Trustee Geary.

Quorum Established.

Also Present:

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

PUBLIC HEARINGS

ROW Dedication & Vacation and Grants of Easement – Municipal Drive

President Michels opened the public hearing to receive comments on the ROW dedication, vacation and grants of easement on Municipal Drive North. Hearing none the public hearing was subsequently closed.

APPOINTMENTS AND PRESENTATIONS

None.

PUBLIC COMMENTS ON ITEMS SCHEDULED FOR ACTION

President Michels called for any public comment and hearing, none this portion of the agenda was closed.

CONSENT AGENDA

- a. Approval: Minutes of the June 03, 2014 Meeting
- b. Approval: Vouchers
- c. Approval: Treasurer's Report
- d. Resolution: Review and Release of Closed Session Minutes
- e. Ordinance: Authorizing ROW Vacation *STAR
- f. Resolution: Authorizing Grants of Easement *STAR
- g. Ordinance: Authorizing ROW Dedication *STAR
- h. Ordinance: Amending Village Code Title 3, Chapter 2, Section 13 Package Liquor Sales Hours
- i. Ordinance: Setting Prevailing Wage 2014

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

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

Motion Carried.

GENERAL BUSINESS

Resolution Authorizing the Purchase of a Fingerprint Scanner

Trustee Johnson **moved to approve a Resolution Authorizing the Purchase of a Fingerprint Scanner.** Trustee Montalto seconded the motion. Chief Rollins explained the need to have the scanner in-house as opposed to sending out prints. Additionally there is a large cost savings by going with a consortium pricing. President Michels then called for a roll call vote.

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

Motion Carried.

NEW BUSINESS

None

REPORTS

Chief Rollins was asked how the radios are working. It was answered that Motorola is working on the issues. The Board thanked Chief for keeping them informed.

Trustee Geary stated he was questioned about the maintenance of the Pond in Mallard. The Board briefly discussed that this is a prime example of having to deal with the items that may not make it thru the budget process but are needed. Serious consideration will need to be made next year at budget / levy time.

The Board and staff discussed street sweeping and Director Speciale stated a meeting is set to discuss the effectiveness.

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

PUBLIC COMMENTS

An Eagle Scout addressed the Board and explained his project for Veterans Park which is now complete.

AIRPORT REPORT

None.

Adjournment

Meeting was adjourned at 6:50 p.m. first by Trustee Johnson, seconded Trustee Geary.

Respectfully submitted, Cynthia L Galbreath, Clerk

June 17, 2014
Committee of the Whole Meeting
6:30 P.M.

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

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

Quorum Established.

Also Present:

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

Discussion: Dugan & Granart Intersection Project

Director of Public Works, Anthony Speciale presented an overview of the round-about planned for the Dugan/Granart. The Board reviewed the proposed landscaping/lighting plan and approved of the plan.

Discussion: EDC Recommendation to Rename Rt. 47

The Board discussed the recommendation of the EDC to rename the portion of Route 47 that goes through Sugar Grove. Most were in favor of considering a name change. Staff was asked to find out how many business have a Rt. 47 address and estimate cost for those who may have to do a change of address on business information.

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

Community Development Director Walter Magdziarz presented a proposed zoning change to allow commercial/trade school in M-1 Zoning Districts. The Board asked for additional information on items such as “volley ball” training which could have a large impact on traffic and parking.

Discussion: Water Rate Committee Recommendation

Finance Director Pat Chamberlin, presented the Water Rates recommendation for a water / sewer rate change of an increase of 6.25% per year over the next 3 years. The Board discussed the increase and agreed that an increase is needed to be able to keep up with inflation on commodities used and to insure that the projects needed for improvements to the system are completed in a timely manner.

Discussion: Police Administrative Officer Position

Chief of Police Pat Rollins presented information on the proposed job duties for the Administrative Officer position. He further stated that he had taken some time during his first year to determine if this position was needed and what the duties should be. This position will also be a sworn office so if help is needed on the street that he/she could fill in. The Board debated the position and determined that the position should be filled.

Discussion: Annual Open House

The Board discussed the open house and decided that it should be held on Sept. 27th during the closing event of the Sugar Grove Farmers Market. They also liked the idea of giving our litter bags to encourage residents to be more aware of keeping Sugar Grove clean.

Discussion: Activation of a Dormant SSA for Sugar Grove Center

Brent Eichelberger, Village Administrator asked the board to consider activating the SSA for Sugar Grove Center (for care of the detention pond). The Board asked about the rest of the area, such as parking lot and landscaping etc if it could be cared for by activating the SSA. It was answered no, however, staff has begun to draft letter to the properties owners asking them to more conscientious and to work together to keep the center clean and maintained. Staff is willing to facilitate a meeting with all

owners. The Board is willing to go ahead with the activation of the SSA and asked staff to get the letters out as soon as possible.

Closed Session: Personnel

Trustee Johnson **moved to adjourn to closed session to discuss personnel pursuant to the exceptions to the open meetings.** Trustee Bohler seconded the motion. President Michels then called for a roll call vote.

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

Motion Carried

Adjournment

As there was no further business the meeting was adjourned at 8:55 .m.

Respectfully submitted,
Cynthia Galbreath, Village Clerk

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT MICHELS & BOARD OF TRUSTEES
FROM:
SUBJECT: APPROVAL OF VOUCHERS
AGENDA: JULY 1, 2014 BOARD MEETING
DATE: JUNE 27, 2014

ISSUE

Approval of Vouchers

DISCUSSION

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

COST

Vouchers total \$276,722.25 and manual checks total \$220.00

RECOMMENDATION

Approval of vouchers totalling \$276,722.25 and ratification of manual checks totaling \$220.00.

INVOICES DUE ON/BEFORE 07/01/2014

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

A0038	AMERICAN FIRST AID SERV, INC						
16783	06/10/14	01	W&S/FIRST AID SUPPLIES PW FACI	50596604		07/01/14	11.73
		02	BM/FIRST AID SUPPLIES	01546604			11.72
						INVOICE TOTAL:	23.45
167837	06/10/14	01	POL/FIRST AID SUPPLIES - PD	01516604		07/01/14	25.65
						INVOICE TOTAL:	25.65
						VENDOR TOTAL:	49.10
A0097	ASSURED FLOW SALES, INC.						
9432	06/11/14	01	W&S/FIRE HYDRANT GREASE	50606603		07/01/14	300.18
						INVOICE TOTAL:	300.18
						VENDOR TOTAL:	300.18
A8037	AIRGAS NORTH CENTRAL						
9919190455	05/31/14	01	W&S/CHEMICALS	50656607		07/01/14	24.15
						INVOICE TOTAL:	24.15
						VENDOR TOTAL:	24.15
B0020	BLUETARP FINANCIAL INC						
30824481	06/13/14	01	W&S/ BAND SAW	50596603		07/01/14	925.99
						INVOICE TOTAL:	925.99
						VENDOR TOTAL:	925.99
B0230	BLUE CROSS & BLUE SHIELD OF IL						
JULY 2014	06/13/14	01	ADM/HEALTH INSURANCE JULY 2014	01506201		07/01/14	1,927.31
		02	POL/HEALTH INSURANCE JULY 2014	01516201			11,710.20
		03	S&P/HEALTH INSURANCE JULY 2014	01536201			2,941.80
		04	BM/HEALTH INSURANCE JULY 2014	01546201			885.93
		05	CD/HEALTH INSURANCE JULY 2014	01556201			3,120.88
		06	FIN/HEALTH INSURANCE JULY 2014	01566201			960.88

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B0230	BLUE CROSS & BLUE SHIELD OF IL						
JULY 2014	06/13/14	07	W&S/HEALTH INSURANCE JULY 2014	50506201		07/01/14	1,369.70
		08	PW/HEALTH INSURANCE JULY 2014	50596201			5,761.45
		09	EMPLOYEE SHARE JULY 2014	01002180			6,881.88
						INVOICE TOTAL:	35,560.03
						VENDOR TOTAL:	35,560.03
B0817	BUILDERS ASPHALT						
12036	06/16/14	01	W&S/REAPIR WAITER MAIN BRK	50606606		07/01/14	244.50
		02	SUGAR LANE	** COMMENT **			
						INVOICE TOTAL:	244.50
						VENDOR TOTAL:	244.50
C0034	CALL ONE						
101086620000-6/14	06/15/14	01	ADMIN/6/15-7/14 CALL ONE	01506502		07/01/14	56.60
		02	POL/6/15-7/14 CALL ONE	01506502			212.27
		03	S&P/6/15-7/14 CALL ONE	01536502			31.86
		04	BM/6/15-7/14 CALL ONE	01546502			94.91
		05	CD/6/15-7/14 CALL ONE	01556502			111.22
		06	FIN/6/15-7/14 CALL ONE	01566502			56.60
		07	W&S/6/15-7/14 CALL ONE	50506502			84.87
		08	PW/6/15-7/14 CALL ONE	50596502			204.01
		09	S&P/ TI 9392	01566502			113.23
		10	PW/ TI 9392	50596502			113.22
						INVOICE TOTAL:	1,078.79
						VENDOR TOTAL:	1,078.79
C0036	CONSTELLATION						
0015396847	06/07/14	01	S&P/0840058004ENRGY 5/6-6/4	01536511		07/01/14	1,134.14
		02	S&P/0840058004DLVRY 5/6-6/4	01536511			551.73
						INVOICE TOTAL:	1,685.87
0015454989	06/09/14	01	W&S/52221389020ENRGY 5/6-6/4	50606511		07/01/14	3,376.40

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C0036 CONSTELLATION							
0015454989	06/09/14	02	W&S/52221389020DLVRY 5/6-6/4	50606511		07/01/14	2,848.25
						INVOICE TOTAL:	6,224.65
0015458616	06/10/14	01	S&P/0309004108ENRGY 5/7-6/5	01536511		07/01/14	49.60
						INVOICE TOTAL:	49.60
0015467193	06/10/14	01	W&S/0022092002ENRGY 5/7-6/5	50606511		07/01/14	130.53
		02	W&S/0022092002DLVRY 5/7-6/5	50606511			1,053.57
						INVOICE TOTAL:	1,184.10
0015520614	06/13/14	01	S&P/20782154034ENRGY 5/12-6/10	01536511		07/01/14	171.00
		02	S&P/20782154034DLVRY 5/12-6/10	01536511			532.31
						INVOICE TOTAL:	703.31
						VENDOR TOTAL:	9,847.53
C0362 COMMONWEALTH EDISON							
061014B	06/10/14	01	S/1035032066 LS-8 5/7-6/9	50656511		07/01/14	107.04
						INVOICE TOTAL:	107.04
061214K	06/10/14	01	S/9390162025 LS-9 5/10-6/11	50656511		07/01/14	151.32
						INVOICE TOTAL:	151.32
						VENDOR TOTAL:	258.36
C0379 CDW GOVERNMENT, INC.							
MG45615	06/03/14	01	APC BATTERY BACKUP	50606603	99000321	07/01/14	119.94
		02	SHIPPING	50596501			13.94
		03		** COMMENT **			
						INVOICE TOTAL:	133.88
						VENDOR TOTAL:	133.88
E0012 RANDALL ERICKSON							
2014 623	06/23/14	01	CD/75 INSPECTIONS 6/19-6/22	01556309		07/01/14	3,000.00
						INVOICE TOTAL:	3,000.00
						VENDOR TOTAL:	3,000.00

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0510	ELMUND AND NELSON, CO.						
1404083	04/30/14	01	S&P/INSTALL 4 STREET LIGHTS	01536405		07/01/14	10,820.00
		02	CAPITOL & GALENA	** COMMENT **			
		03	829 EDGEWOOD DR	** COMMENT **			
		04	613 HICKORY ST	** COMMENT **			
		05	568 SNOW ST	** COMMENT **			
						INVOICE TOTAL:	10,820.00
						VENDOR TOTAL:	10,820.00
1898	ECOLOGY + VISION, LLC						
170	06/18/14	01	CD/AMRCN HRTLND RESUB PR	01556309		07/01/14	227.50
						INVOICE TOTAL:	227.50
						VENDOR TOTAL:	227.50
0004	FED EX						
1-321-25980	06/05/14	01	W&S/SERVERN TRENT STTLMNTAGRMT	50596501		07/01/14	56.67
						INVOICE TOTAL:	56.67
						VENDOR TOTAL:	56.67
0602	4 SEASONS LANDSCAPING PLUS, INC						
5364B	06/11/14	01	S&P/REMOVE & REPLACE SOD CROSS	01536405		07/01/14	3,475.00
						INVOICE TOTAL:	3,475.00
						VENDOR TOTAL:	3,475.00
0608	FOX METRO WATER RECLAMATION						
061714	06/17/14	01	CD/WATER INSP. MAY	01556309		07/01/14	40.00
						INVOICE TOTAL:	40.00
						VENDOR TOTAL:	40.00
0709	GEMPLER'S, INC.						
1020169054	06/10/14	01	W&S/GLOVES	50596604		07/01/14	535.90
						INVOICE TOTAL:	535.90
						VENDOR TOTAL:	535.90

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10037	INTERSTATE BATTERY SYSTEM						
10056284	06/20/14	01	S&P/BATTERIES ER LIGHT	30507002		07/01/14	330.00
		02	140&160 MUNICIPAL	** COMMENT **			
						INVOICE TOTAL:	330.00
						VENDOR TOTAL:	330.00
40025	MUTUAL OF OMAHA						
335119194	06/19/14	01	ADM/LIFE INSURANCE JULY 2014	01506202		07/01/14	13.20
		02	POL/LIFE INSURANCE JULY 2014	01516202			96.00
		03	S&P/LIFE INSURANCE JULY 2014	01536202			31.20
		04	BM/LIFE INSURANCE JULY 2014	01546202			8.80
		05	CD/LIFE INSURANCE JULY 2014	01556202			32.00
		06	FIN/LIFE INSURANCE JULY 2014	01566202			8.00
		07	W&S/LIFE INSURANCE JULY 2014	50506202			10.80
		08	PW/LIFE INSURANCE JULY 2014	50596202			56.00
						INVOICE TOTAL:	256.00
						VENDOR TOTAL:	256.00
41316	MID AMERICAN WATER						
103049A	05/23/14	01	W&S/REPAIRS IN PRAIRIE GLEN	50606603		07/01/14	2,004.00
						INVOICE TOTAL:	2,004.00
						VENDOR TOTAL:	2,004.00
81414	NORTH EAST MULTI-REGIONAL						
182930	06/04/14	01	POL/HANDGUN SKILL-RILEY	01516208		07/01/14	300.00
						INVOICE TOTAL:	300.00
183749	06/11/14	01	POL/DEFENSIVE TACTICS	01516208		07/01/14	35.00
		02	GRUTZIUS/BOGLE	** COMMENT **			
						INVOICE TOTAL:	35.00
184475	06/23/14	01	POL/CYCLIST CLASS-BRUNO	01516208		07/01/14	175.00
						INVOICE TOTAL:	175.00
						VENDOR TOTAL:	510.00

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01415	NICOR GAS							
062314C	06/23/14	01	27737210008	WH4 5/22-6/23	50606510		07/01/14	23.14
							INVOICE TOTAL:	23.14
062314D	06/23/14	01	0618790003	WH7 5/22-6/23	50606510		07/01/14	23.14
							INVOICE TOTAL:	23.14
062314E	06/23/14	01	06772635188	LS7 5/22-6/23	50656510		07/01/14	26.04
							INVOICE TOTAL:	26.04
062314F	06/23/14	01	94500482487	LS9 5/22-6/23	50656510		07/01/14	82.73
							INVOICE TOTAL:	82.73
							VENDOR TOTAL:	155.05
00005	ORKIN INC.							
94361218	06/05/14	01	BM/MONTHLY SERVICES		01546406		07/01/14	65.60
							INVOICE TOTAL:	65.60
94361222	06/05/14	01	BM/PW MONTHLY SRVS 50%		01546406		07/01/14	51.02
		02	W&S/PW MONTHLY SRVS 50%		50596406			51.01
							INVOICE TOTAL:	102.03
							VENDOR TOTAL:	167.63
01520	THE OFFICE WORKS							
234514I	06/13/14	01	FIN/CALCULATOR		01566613		07/01/14	64.99
		02	FIN/CALCULATOR TAPE ROLL		01566613			5.25
		03	W&S/CALCULATOR TAPE ROLL		50506613			5.24
							INVOICE TOTAL:	75.48
234558I	06/17/14	01	S&P/PAPER		01536613		07/01/14	25.92
		02	BM/PAPER		01546613			10.80
		03	W&S/PAPER		50596613			35.64
		04	CD/PAPER		01556613			35.64

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01520	THE OFFICE WORKS						
234558I	06/17/14	05	CD/MARKERS PAPER, PENS TABS	01556613		07/01/14	54.67
						INVOICE TOTAL:	162.67
234559I	06/17/14	01	POL/PEN & REFILL	01516613		07/01/14	7.10
						INVOICE TOTAL:	7.10
234750I	06/23/14	01	FIN/PROTECTOR SHEETS	01566613		07/01/14	2.63
		02	W&S/ PROTECTOR SHEETS	50506613			2.62
		03	W&S/ INDEX SHEETS	50506613			7.77
		04	FIN/INDEX SHEETS	01566613			7.77
						INVOICE TOTAL:	20.79
						VENDOR TOTAL:	266.04
01534	OTTOSEN BRITZ KELLY						
72097	05/31/14	01	POL/POLICE COMM MEETING	01576518		07/01/14	185.00
						INVOICE TOTAL:	185.00
						VENDOR TOTAL:	185.00
00007	PRINCIPAL LIFE GROUP,						
JULY 2014	06/17/14	01	ADM/DENTAL INSURANCE JULY 2014	01506201		07/01/14	277.96
		02	POL/DENTAL INSURANCE JULY 2014	01516201			1,481.85
		03	S&P/DENTAL INSURANCE JULY 2014	01536201			377.36
		04	BM/DENTAL INSURANCE JULY 2014	01546201			117.55
		05	CD/DENTAL INSURANCE JULY 2014	01556201			421.92
		06	FIN/DENTAL INSURANCE JULY 2014	01566201			128.70
		07	W&S/DENTAL INSURANCE JULY 2014	50506201			187.65
		08	PW/DENTAL INSURANCE JULY 2014	50596201			705.85
		09	EMPLOYEE SHARE JULY 2014	01002180			88.93
						INVOICE TOTAL:	3,787.77
						VENDOR TOTAL:	3,787.77
00017	PIRELLI TIRE LLC						

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P0017	PIRELLI TIRE LLC						
06122014	06/12/14	01	POL/TIRES	01516407		07/01/14	420.00
						INVOICE TOTAL:	420.00
						VENDOR TOTAL:	420.00
P0022	PUGSLEY & LAHAIE, LTD						
110	06/20/14	01	S&P/TREE PLANTING	35537008		07/01/14	5,100.00
						INVOICE TOTAL:	5,100.00
						VENDOR TOTAL:	5,100.00
P0500	VICTOR E. PUSCAS, JR.						
114	06/18/14	01	POL/VEHICLE SEIZURE IMPOUNDMNT	01516301		07/01/14	350.00
						INVOICE TOTAL:	350.00
						VENDOR TOTAL:	350.00
R0001	RADCO COMMUNICATIONS, INC.						
79954	06/16/14	01	POL/SERVICE ON SQUADS 41&49	01516403		07/01/14	280.00
						INVOICE TOTAL:	280.00
						VENDOR TOTAL:	280.00
R1813	RICH'S AUTO SERVICE						
05072014	05/07/14	01	POL/TIRE REPAIR SQUAD 49	01516407		07/01/14	20.00
						INVOICE TOTAL:	20.00
05142014	05/14/14	01	POL/OIL/FILTER SQUAD 49	01516407		07/01/14	153.55
						INVOICE TOTAL:	153.55
05162014	05/16/14	01	POL/HEADLAMP/SQUAD 41	01516407		07/01/14	77.10
						INVOICE TOTAL:	77.10
05272014A	05/27/14	01	POL/OILFILTERSQUAD 50	01516407		07/01/14	43.50
						INVOICE TOTAL:	43.50

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INVOICES DUE ON/BEFORE 07/01/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
R1813	RICH'S AUTO SERVICE						
05272014B	05/27/14	01	POL/HEADLAMP SQUAD 45	01516407		07/01/14	22.95
						INVOICE TOTAL:	22.95
						VENDOR TOTAL:	317.10
S0046	STA ENTERPRISES, INC.						
3426	06/25/14	01	BM/REPAIRS TO 140&160 MUNICIPA	30507002		07/01/14	763.00
						INVOICE TOTAL:	763.00
						VENDOR TOTAL:	763.00
S0047	SMITH AMUNDSEN LLC						
442286	06/06/14	01	POL/LEGAL SERVICES MAY 2014	01516301		07/01/14	4,056.78
						INVOICE TOTAL:	4,056.78
						VENDOR TOTAL:	4,056.78
S1954	STEINER ELECTRIC						
4715543.001	06/11/14	01	S&P/STREET LIGHT PARTS	01536610		07/01/14	598.77
						INVOICE TOTAL:	598.77
4715543.002	06/11/14	01	S&P/STREET PARTS	01536610		07/01/14	357.75
						INVOICE TOTAL:	357.75
						VENDOR TOTAL:	956.52
S1961	STEVEN'S SILK SCREENING						
7213	06/18/14	01	S&P/SHIRTS	01536209		07/01/14	255.00
		02	BM/SHIRTS	01546209			66.00
		03	W&S/SHIRTS	50596209			1,025.37
						INVOICE TOTAL:	1,346.37
						VENDOR TOTAL:	1,346.37
T0001443	JOSH REINERT						

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
T0001443 JOSH REINERT							
2014617	06/17/14	01	CD/REF ESCROW FINAL GRADING	01002359		07/01/14	7,000.00
		02	1560 DENNY ROAD	** COMMENT **			
						INVOICE TOTAL:	7,000.00
						VENDOR TOTAL:	7,000.00
T0001444 WHY RENT REAL ESTATE							
023000043-01	06/13/14	01	W&S/119 TERRY DR	50001210		07/01/14	80.00
		02	FINAL W&S REF- 023000043-01	** COMMENT **			
						INVOICE TOTAL:	80.00
						VENDOR TOTAL:	80.00
T0001447 FAKHARA GHUFOOR							
0210000225-01	06/23/14	01	W&S/FNL W&S REF 0210000225-01	50001210		07/01/14	35.30
		02	225 MEADOWS DR	** COMMENT **			
						INVOICE TOTAL:	35.30
						VENDOR TOTAL:	35.30
T0001449 AMERICAN HOMES 4 RENT							
0272000101-02	06/23/14	01	295 EXETER LN	** COMMENT **		07/01/14	
0272000101-02	06/23/14	02	W&S/FNL W&S REF 0272000101-02	50001210		07/01/14	269.30
						INVOICE TOTAL:	269.30
						VENDOR TOTAL:	269.30
T0001451 ROSS WOOTON							
027400020101	06/25/14	01	FNL W&S REF 0274000201-01	50001210		07/01/14	14.42
		02	1303 MCDOLE	** COMMENT **			
						INVOICE TOTAL:	14.42
						VENDOR TOTAL:	14.42

T0001452 TPI BUILDING CODE CONSULTANTS

INVOICES DUE ON/BEFORE 07/01/2014

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

T0001452 TPI BUILDING CODE CONSULTANTS							
754	06/24/14	01	754 WILD GINGER RES PLAN REVW	01556309		07/01/14	422.50
						INVOICE TOTAL:	422.50
778	06/24/14	01	778 MERRILL NEW-RES PLAN REVW	01556309		07/01/14	422.50
						INVOICE TOTAL:	422.50
MRVKHOVN	06/18/14	01	MRVKHOVNANIAN MASTER PLN RVEW	01556309		07/01/14	845.00
						INVOICE TOTAL:	845.00
						VENDOR TOTAL:	1,690.00
T0001453 ROBINSON ROOFING							
20140262	06/25/14	01	CD/REF BLD PERMIT FEE FOR ROOF	01003310		07/01/14	130.00
						INVOICE TOTAL:	130.00
						VENDOR TOTAL:	130.00
T0013 TRAFFIC ANALYSIS & DESIGN INC							
10218	04/30/14	01	S&P/ENGR SRVCS THRU 4/30/14	35536303		07/01/14	162,508.00
						INVOICE TOTAL:	162,508.00
10299	05/31/14	01	S&P/ENGR SRVS THRU 5/31/14	35536303		07/01/14	15,904.00
						INVOICE TOTAL:	15,904.00
						VENDOR TOTAL:	178,412.00
T2231 VERIZON WIRELESS							
9726454067	06/06/14	01	POL/CELLULAR CHARGES 2/18-4/6	01516502		07/01/14	292.30
		02	S&P/CELLULAR CHARGES 2/18-4/6	01536502			96.10
		03	BM/CELLULAR CHARGES 2/18-4/6	01546502			18.02
		04	CD/CELLULAR CHARGES 2/18-4/6	01556502			60.06
		05	FIN/CELLULAR CHARGES 2/18-4/6	01566502			60.06
		06	BD/CELLULAR CHARGES 2/18-4/6	01576502			60.06
		07	W&S/CELLULAR CHARGES 2/18-4/6	50506502			1.16

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INVOICES DUE ON/BEFORE 07/01/2014

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

V2231			VERIZON WIRELESS				
9726454067	06/06/14	08	PW/CELLULAR CHARGES 2/18-4/6	50596502		07/01/14	294.53
		09	POL/MOBILE BROADBAND CARDS	01516502			380.10
						INVOICE TOTAL:	1,262.39
						VENDOR TOTAL:	1,262.39
						TOTAL ALL INVOICES:	276,722.25

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MANUAL CHECKS ISSUED 06/18/2014 THRU 06/27/2014

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	CHECK #	CHECK DATE	ITEM AMT
M0009			METRO WEST COG				
072414MWGO	06/18/14	01	BOARD/METRO WEST GOLF OUTING	01576208	046021	06/19/14	220.00
						INVOICE TOTAL:	220.00
						VENDOR TOTAL:	220.00
						TOTAL ALL INVOICES:	220.00

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: PAT CHAMBERLIN, FINANCE DIRECTOR
SUBJECT: RESOLUTION: AMENDING WATER & SEWER RATES:
AGENDA: JULY 1, 2014 REGULAR BOARD MEETING
DATE: JUNE 24, 2014

ISSUE

Should the Village Board amend the water and sewer rates.

DISCUSSION

This item was discussed at the June 17 Committee of the Whole Meeting where the Board directed staff to place a Resolution amending water and sewer rates on the July 1, 2014 Regular Agenda.

The Public Utilities Rate Committee met on May 30, 2014, and June 13, 2014 to discuss the financial needs of the water and sewer system. The spreadsheets presented for consideration by the Committee will be available upon request. The committee recommends the following rate structure recommendation:

- 1) Operational rate increases of 6.25% per year for the next 3 years

If revenues are lower than anticipated, the committee can reconvene to revise the water and sewer rate recommendation.

Staff concurs with the above rate structure. However, the Board would only implement one year at a time. Therefore, staff recommends the Board approve an operating rate increase of 6.25% to the base and usage effective with the August 1, 2014, utility bills.

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COST

A rate increase of 6.25% was included in the approved FY14-15 Budget. Approval will result in no budget action. If not approved, there will be an uncalculated negative impact.

RECOMMENDATION

That the Board approve Resolution #20140701A, Amending Water and Sewer Rates.

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

RESOLUTION NO. 20140701A

**RESOLUTION AMENDING CERTAIN RATES AND FEES
FOR THE VILLAGE OF SUGAR GROVE**

**Adopted by the
Board of Trustees and President
Of the Village of Sugar Grove
This 1st day of July, 2014**

**Published in Pamphlet Form
By authority of the Board of Trustees
Of the Village of Sugar Grove, Kane County, Illinois
This 1st day of July, 2014**

RESOLUTION NO. 20140701A

**RESOLUTION AMENDING CERTAIN RATES AND FEES
FOR THE VILLAGE OF SUGAR GROVE**

BE IT RESOLVED by the President and Board of Trustees for 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 and therefore acts pursuant to the powers granted to it under 65 ILCS 5/11-129-1, et seq.; and

WHEREAS, the Village previously made water and sewer system improvements for the benefit of its customers; and

WHEREAS, these improvements were funded by loans made from the Illinois Environmental Protection Agency (IEPA); and

WHEREAS, the Village is required by the IEPA Loan to set water rates which are sufficient to pay the installments for the loan in a timely manner; and

WHEREAS, a committee composed of users of the system, both residents and non-residents, met and after consideration of all factors, made certain recommendations to the Board of Trustees regarding rates; and

WHEREAS, pursuant to the provisions of the code of ordinances of the Village of Sugar Grove, the Board of Trustees have determined that there is a need to amend the rates and fees for the Village water and sewer system.

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

RESOLVED, effective August 1, 2014, water and sewer charges and rates are hereby amended as follows:

(A)	Village of Sugar Grove (resident)		
	Customer Charge	Per Month Water	\$11.38
	Water Meter Charge	Per Month	\$ 1.50
	Customer Charge	Per Month Sewer	\$11.28
	Water Rate	Per 1,000 gallons	\$ 3.83
	Sewer Rate	Per 1,000 gallons	\$ 3.84
(B)	County (non-resident)		
	Customer Charge	Per Month Water	\$11.38
	Water Meter Charge	Per Month	\$ 1.50
	Customer Charge	Per Month Sewer	\$10.62
	Water Rate	Per 1,000 gallons	\$ 4.99
	Sewer Rate	Per 1,000 gallons	\$ 5.00

RESOLVED, utility accounts (water, sewer and refuse) that are delinquent as defined by the code of ordinances of the Village of Sugar Grove shall hereby be assessed:

Delinquent Accounts:

Disconnection Notice Fee \$25.00 per occurrence

Disconnection Fee

Within regular working hours \$25.00 per occurrence

After regular working hours \$75.00 per occurrence

Disconnection Other:

Disconnection Fee

Within regular working hours \$ 50.00 per occurrence

After regular working hours \$100.00 per occurrence

RESOLVED, that all sections of previous Resolutions setting charges and rates in conflict herewith are hereby rescinded.

BE IT FURTHER RESOLVED that the Village will credit \$1.00 per month to those accounts who choose to utilize the direct debit form of payment due to the reduction in administrative time involved.

ADOPTED this 16th day of April, 2013 by the Corporate Authorities of the Village of Sugar Grove by roll call vote as follows:

	Ayes	Nays
Trustee Bohler	_____	_____
Trustee Paluch	_____	_____
Trustee Geary	_____	_____
Trustee Johnson	_____	_____
Trustee Herron	_____	_____
Trustee Montalto	_____	_____

APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this 1st day of July, 2014.

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

ATTEST: _____
Cynthia L. Galbreath, Village Clerk

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: PAT CHAMBERLIN, FINANCE DIRECTOR
SUBJECT: RESOLUTION: HEALTH FLEXIBLE SPENDING ACCOUNT (HEALTH FSA) – CAFETERIA PLAN
AGENDA: JULY 1, 2014 REGULAR BOARD MEETING
DATE: JUNE 24, 2014

ISSUE

Should the Village Board allow employees to carryover up to \$500 of their unused FSA funds from 2014 to 2015 and in subsequent years.

DISCUSSION

Previously, the IRS allowed employees to carryover their unused FSA contributions into the next calendar year. However, those funds were to be used within 2 ½ months of the new calendar year. Any funds not used were forfeited. The new IRS rules, effective after January 1, 2014, eliminates the 2 ½ month carryover. The employer can now rollover \$500 into the next calendar year on the employees behalf if they still have funds left in their FSA account. The employer can carryover funds on the behalf of the employee in all future years, it is not a one-time carryover. All contributions to the FSA account are employee contributions only.

COST

There are no direct costs associated with the change in the FSA plan. All costs are borne by the employee.

RECOMMENDATION

That the Board Adopts Resolution 20140701B allowing the Village of Sugar Grove to adopt the IRS rules for the Health Flexible Spending Account (Health FSA) – Cafeteria plan which allows the employer to rollover \$500 in unused Health Flexible Spending Account (Health FSA) funds.

RESOLUTION 20140701B

AUTHORIZING AN AMENDMENT TO THE CAFETERIA PLAN

This Amendment to the Plan is adopted by the Employer, effective as of the date set forth herein.

NOW, THEREFORE, effective for the first Plan Year commencing on or after January 1, 2014, the Plan is amended as follows:

Notwithstanding anything to the contrary herein, the Plan is hereby amended as follows:

- A. The grace period (as described in IRS Notice 2005-42) that was previously adopted by the Plan is hereby terminated for the 2014 Plan year. All references to the term "grace period" are hereby deleted effective immediately; and
- B. Notwithstanding anything to the contrary herein, unused Health Flexible Spending Account balances may be used to reimburse expenses in the following plan year consistent with Internal Revenue Service Notice 2014-71 and the Summary Plan Description (as modified by the attached SMM).

Passed by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, at a regular meeting thereof held on the 1st day of July 2014.

By: _____
P. Sean Michels
Village President

Attest: _____
Cynthia Galbreath
Village Clerk

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

ACTIONS TAKEN AND RESOLUTIONS
ADOPTED BY

Village of Sugar Grove

Each undersigned, being authorized by Village of Sugar Grove (the "Employer") to adopt amendments to one or more welfare benefit plans maintained by the Employer, does hereby adopt the following Resolution and Amendment;

WHEREAS, the Employer previously adopted a Code Section 125 Cafeteria Plan and a Code Section 105 Health Flexible Spending Account ("Health FSA"), collectively referred to as the Cafeteria Plan (the "Plan");

WHEREAS, in accordance with IRS Notice 2005-42, the Employer previously amended the Plan to add a "grace period" not to exceed two (2) and ½ months following the end of a plan year during which amounts unused from the prior plan year could be used to reimburse expenses incurred during the grace period;

WHEREAS, the Plan allows the Employer to amend the Plan;

WHEREAS, the Employer desires to amend the Plan to (i) terminate the grace period and (ii) in lieu of the grace period, allow a carryover consistent with the terms of IRS Notice 2014-71, as set forth in the attached Amendment and Summary of Material Modifications;

WHEREAS, each undersigned warrants and represents that each has the necessary authority to act on behalf of the Employer to adopt such amendments;

NOW, THEREFORE, BE IT RESOLVED that each undersigned has reviewed the attached Amendment and Summary of Material Modifications and hereby approve the adoption of the amendment as set forth therein;

BE IT FURTHER RESOLVED that the officers of the Employer are authorized and directed to take any and all action as may be necessary to effectuate this Resolution.

Brent Eichelberger, Village Administrator

Date July 1, 2014

Pat Chamberlin, Finance Director

Date July 1, 2014

Cynthia Galbreath, Village Clerk

Date July 1, 2014

SUMMARY OF MATERIAL MODIFICATIONS TO THE CAFETERIA PLAN

This document summarizes important changes to your Cafeteria Plan (the “Plan”) and Health Flexible Spending Account (“Health FSA”). If you have any questions regarding the changes summarized in this Summary of Material Modifications (“SMM”), you should contact Jennifer Milewski. You should keep a copy of this SMM with your Summary Plan Description for future reference.

This SMM is effective with the first plan year beginning on or after January 1, 2014.

Notwithstanding anything to the contrary in the Summary Plan Description, the “grace period” is terminated immediately. In lieu of the grace period, Health FSA balances that are unused for a Plan Year may be used for reimbursement of eligible Health FSA expenses incurred at any time in the subsequent Plan Year (in addition to the amount that is otherwise available for reimbursement in the subsequent Plan Year)—not just during the first two (2) ½ months--subject to the following terms and conditions:

- No more than \$500 of the unused amount for a Plan Year (“Carryover Maximum”) may be rolled over for use in the subsequent Plan Year
- The specific Carryover amount is generally determined at the end of the run out period following such Plan Year (“Carryover”).
 - o For example, if you have an unused Health FSA balance at the end of the 2014 Plan Year equal to \$1000, and you have no other expenses that were incurred in 2014, your 2014 Carryover amount that may be used in the 2015 Plan Year is \$500. However, if you have 2014 Plan Year expenses equal to \$600 that you timely submit during the run out period for the 2014 Plan Year, then your 2014 Carryover amount that may be used in the 2015 Plan Year will only be \$400.
- If you incur an eligible expense during a Plan Year (“Current Year Expense”) but before the end of the prior Plan Year’s run out period, the plan administrator may, at its discretion, apply up to \$500 of the amount unused at the end of the prior Plan Year (if any) towards the Current Year Expense. NOTE: This will reduce the amount that is available to reimburse expenses incurred during the prior Plan Year (“Prior Year Expenses”) submitted during the prior Plan Year’s run out period and it will reduce the Carryover Maximum by the same amount.
 - o For example, assume that you have \$800 at the end of the 2014 Plan year and you have elected \$2500 for the 2015 Plan Year. On February 1, 2015, you incur a \$2700 eligible medical expense. The entire \$2,700 expense will be reimbursed with the \$2,500 elected for 2015 and \$200 of the \$800 unused at the end of the 2014 Plan Year. However, only \$600 will be available for 2014 Plan Year expenses submitted during the run out period for the 2014 Plan year and your 2014 Carryover Maximum is reduced to \$300 (\$500 maximum minus the \$200 already used). Further assume that after reimbursement of the \$2,700 expense that was incurred on February 1, 2015 but before the end of the run out period for the 2014 Plan Year, you submit a \$750 expense incurred in 2014. Only \$600 of that 2014 expense will be reimbursed and you will have no 2014 Carryover for use in the 2015 Plan Year.

- The Carryover does not count against the maximum salary reduction election identified in the Summary Plan Description.
- If you are otherwise eligible for the Health FSA for a Plan Year but you do not make an election to participate, you may still use any Carryover from the prior Plan Year for Current Year Expenses and Prior Year Expenses (in accordance with terms of the Plan and the ordering rules described above).
- Under IRS rules, if you have unused Health FSA amounts on the last day of a Plan Year in a general purpose Health FSA (i.e., anything other than a \$0 balance), you (and your spouse, if you are married) cannot contribute to an HSA during the following plan year. For this purpose, whether you have unused Health FSA amounts is determined on a cash basis—that is, without regard to any claims that have been incurred but have not yet been reimbursed (whether or not the claims have been submitted). Unless, based on IRS clarification, your employer allows you to waive any Carryover eligibility and/or direct such amounts to a limited purpose Health FSA (if offered) you must exhaust your general purpose Health FSA account prior to the last day of the Plan Year to retain HSA eligibility.
- You must be a participant in the Health FSA as of the last day of the Plan Year to benefit from the Carryover. Termination of employment and cessation of eligibility will generally result in a loss of Carryover eligibility unless a COBRA election is made.

RESTATED
Intergovernmental Agreement
For Tri-City Police Records

This Agreement which was made and entered into on the Fourth day of September 2007, was amended by restatement on April 1, 2013 and September 16, 2013, and is hereby amended this 23rd day of June, 2014 by restating the Agreement in its entirety.

The CITY OF BATAVIA, located in Kane and DuPage Counties, Illinois,
the VILLAGE OF ELBURN, located in Kane County, Illinois,
the CITY OF GENEVA, located in Kane County, Illinois,
the CITY OF ST. CHARLES, located in Kane and DuPage Counties, Illinois,
and the VILLAGE OF SUGAR GROVE, located in Kane County, Illinois,
hereby agree as follows:

1. Parties

1.1. Each of the parties to this Agreement is a municipal corporation organized and existing under the authority of the Municipal Code of 1961 (Illinois Compiled Statutes) and predecessor statutes. Each municipal corporation shall hereinafter be called “Batavia,” “Elburn,” “Geneva,” “St. Charles,” or “Sugar Grove” as the context may require, and collectively may be referred to as “Municipalities.”

2. Purpose

2.1. The purpose of this Agreement is to unite the parties in a cooperative agreement to share data processing equipment and software used to provide electronic records management services for the Police Departments in each municipality. The Municipalities agree that combining records will facilitate inter-department communication and cooperation, thus serving the citizens of all communities effectively.

3. Name

3.1. For convenient reference, the name by which this Agreement shall be known is the “Tri-City Police Records Agreement.”

4. Legal Basis

4.1. This Agreement is executed pursuant to the provisions of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et. seq.*, and other legal authority.

5. Definitions

- 5.1. “New World” – New World Systems Corporation, a Michigan Corporation.
- 5.2. “New World License Agreement” – The agreement between Batavia and New World entitled “New World Standard Software License and Services Agreement” executed on February 19, 2007.
- 5.3. “System” – A combination of the software licensed from New World in the New World License Agreement and certain data processing equipment purchased by Batavia for the purpose of operating the New World software. The System shall be comprised of the actual operational equipment, software and data, as well as a second copy of the core New World records software for purposes such as testing the New World software or training personnel.
- 5.4. “Partners” – All of the Municipalities other than Batavia.
- 5.5. “Geographic Information Systems (GIS) Data License” – Terms as outlined in Appendix 1, which is attached hereto and incorporated into this Agreement.

6. Term of Agreement

6.1 The Term of this Agreement shall be in effect for a period of three (3) years, beginning March 1, 2007, and ending February 29, 2010. Thereafter it shall automatically be renewed with no affirmative action by the parties for successive three (3) year periods commencing March 1 of each year until notice of termination is given as provided in Section 12. The parties hereto acknowledge that the duration of the initial and renewal terms of this Agreement is authorized pursuant to Paragraph 8-1-7 (b) of the Illinois Municipal Code (65 ILCS 5/8-1-7(b)).

7. Services Provided by Batavia

- 7.1. Batavia shall provide the Partners with electronic access to the System. Partners shall also be permitted to utilize services from Batavia or from New World as provided in this section.
- 7.2. Batavia shall provide system management and administration functions for the System, including the following:
 - 7.2.1. Installation, configuration, and administration of the operating system on each piece of equipment;
 - 7.2.2. Installation of patches and upgrades to the operating systems;
 - 7.2.3. Regular backups of the operating systems, software, and data in accordance with Batavia policies and procedures;
 - 7.2.4. Installation and overall administration of the New World software and database system;
 - 7.2.5. Installation of patches and upgrades to the New World software and database system;

- 7.2.6. Maintenance of network equipment and infrastructure owned or operated by Batavia;
 - 7.2.7. For the purposes of compliance with any requests for information under the provisions of the Illinois Freedom of Information Act (5 ILCS 140/7 et. seq.), hereinafter referred to as “FOIA”, Batavia shall not be an agent of the Partners; and
 - 7.2.8. Incorporate GIS map data provided by the Partners into the System and update the data as provided in Section 4 of Appendix 1.
- 7.3. The Municipalities shall have access to the New World software components as described in Section 10. The Municipalities shall also have access to their data stored in the database system used by the New World software.
- 7.4. Batavia shall undertake reasonable efforts to ensure access to the System but shall not, under any circumstances, guarantee the access to use the System. Certain events or circumstances, including but not limited to, hardware or software failures, may result in unscheduled downtime of the System. Batavia shall respond in a reasonable fashion to all unscheduled downtime and shall make reasonable efforts to prevent such unscheduled downtime.
- 7.5. From time to time, the System will require scheduled downtime for maintenance, repair or other purposes. Batavia shall attempt to minimize the period of downtime and shall provide reasonable notice to Partners of the expected time and duration of downtime. Such downtime shall be scheduled during pre-arranged, mutually agreeable time periods, and whenever possible, scheduled to avoid periods during unusual circumstances such as festivals or other events.
- 7.6. Batavia shall take reasonable action to protect the integrity of the System or other data processing systems operated by Batavia if a security breach is identified. Such action may require temporary interruption of services to the Partners. Batavia shall make reasonable efforts to promptly address the situation, including working with the Partners as necessary to remedy the problem.
- 7.7. Batavia shall not make any planned changes to the System or the means by which the Partners communicate with the System that could be reasonably expected to adversely affect the Partners’ ability to use the system without prior consent from all Partners.
- 7.8. Each Municipality shall designate one or more people from their organization that shall be authorized to contact New World in order receive telephone support for the use of the System, subject to any limitations imposed by New World.
- 7.9. Partners are responsible for procuring all necessary equipment for them to access the System. Each Municipality is also solely responsible for all costs of maintaining, repairing or operating their equipment, including any equipment required to access the System.

7.10. Batavia shall, to the extent of its capability, assist Partners in obtaining necessary technical data to ensure compatibility of Partners' computers and related equipment with the System. Batavia shall also make reasonable efforts to coordinate communications between a Partner and New World as necessary to facilitate the Partner's access to the System.

8. Governance of System Operation

8.1. A Policy Board shall be established to provide all Municipalities with equal participation in certain decisions regarding the operation of the System as set forth in this section. The Policy Board shall not have the authority to bind or otherwise limit the Partners.

8.2. The Policy Board shall be comprised of the Chief of Police, or their assigned representative, of each of the Municipalities.

8.3. Policy Board meetings may be called by any member of the Policy Board by providing notice to all other members at least forty-eight (48) hours in advance of the meeting time.

8.4. Each member of the Policy Board shall be entitled to cast one (1) vote on each matter brought to a meeting of the Policy Board for action. A quorum, defined as the majority of the members of the Policy Board, is required for the Policy Board to take action.

8.5. A majority vote of the Policy Board is required to successfully pass an action on items presented to the Policy Board.

8.6. The Policy Board shall act on matters related to policies, procedures, and other operational matters that require the cooperation of the parties in order to use or operate the System in an effective manner.

8.7. The Policy Board shall act on changes in the New World software components and/or the Municipalities using particular components as outlined in Section 10. When changes are agreed upon by the Policy Board, the Policy Board shall recommend to the Municipalities' City Councils that they, jointly and severally, take such necessary action to modify this Agreement accordingly, and, if required, to authorize any related expenditures.

8.8. The Policy Board shall act to determine the terms and length of a renewal of the Standard Software Maintenance Agreement ("SSMA") between Batavia and New World. The Policy Board will then recommend to the Municipalities' City Councils that they take action to execute the agreement with New World and to authorize any related expenditures. To enter into a renewal term longer than three (3) years, the Policy Board must agree by unanimous vote rather than a majority

vote. Should the Policy Board fail to successfully approve the renewal prior to the expiration date of the then-current term, then Batavia shall have the right, at its option, to renew the SSMA for one (1) year, fifteen (15) days prior to the expiration of the then-current term.

8.9. The Policy Board shall not take any action that would violate or otherwise conflict with the New World License Agreement.

8.10. The Policy Board shall, as it deems necessary, create committees for collaboration between the Municipalities on various functional or technical aspects of the System. Such committees shall be structured to provide equal representation from all Municipalities.

9. Permitted Uses

9.1. Subject to the provisions relating to FOIA requests, there shall be no release or publication of data stored in the System that was entered by another Municipality without the entering Municipality's prior written approval. In the event that one Municipality receives a request for information under the provisions of FOIA that may require a release of information that was not entered by that Municipality, then that Municipality shall notify the entering Municipality that such a request has been made. The Municipality receiving such a request shall process it using their policies and procedures for similar requests made under the provisions of FOIA.

9.2. Partners shall be permitted to utilize the System for the purpose of operating the New World software. All use of the system by the Partners shall be consistent with the New World License Agreement.

9.3. All information stored on the System shall be accessible only through a password-protected login, and each Municipality shall restrict access to its respective passwords as may be reasonably necessary to preserve the security and privacy of the System.

9.4. Municipalities shall access only this System through their network connection to Batavia.

9.5. All Municipalities shall utilize any information from the System only for authorized lawful police purposes.

9.6. Access to the System shall be restricted for use by each Municipality's authorized employees and agents only. Each Municipality shall administer its own internal procedures, including the issuance of passwords, authorizing employees and agents as users, discontinuing access of former users, and similar matters as may be required for the purposes of this Agreement.

- 9.7. In the event any Municipality's participation in this Agreement is terminated, the terminated Municipality shall immediately discontinue any usage of the System.
- 9.8. Batavia shall be promptly notified of any breach in Partner's computer or recordkeeping system that may jeopardize the security or integrity of the System, including the termination of employment of any formerly authorized user of the System, so that appropriate security measures can be implemented.
- 9.9. In addition to the above-described security and non-disclosure requirements, all Municipalities shall comply with all local, state and federal regulations and statutes governing the keeping, use or transmission of personal information or records of any sort which are kept on or accessed through the System, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA).
- 9.10. Batavia shall administer all internal aspects of the System. Batavia shall also monitor the System as follows:
- 9.10.1. Use automated means to monitor the availability of the equipment used in the operation of the System, and to notify Batavia Information Systems personnel in the event of a failure.
- 9.10.2. Install and maintain current anti-virus and anti-spyware software on the System, and use the centralized management services of those software products to notify Batavia Information Systems personnel in the event that a problem is detected.
- 9.10.3. Review event logs for the various components of the System where available, and take action as necessary to correct problems as identified in the logs.
- 9.11. All Municipalities agree that they shall monitor use of the System by their employees and agents as the Municipality may deem necessary to assure that all use is in accordance with their own policies, all applicable laws and this Agreement.
- 9.12. Partners acknowledge and agree that the New World software is confidential and proprietary to New World. Partners are bound by the same obligations for confidential information as Batavia as more fully set forth in Section 8 of the New World License Agreement.
- 9.13. Each Municipality is responsible for their compliance with license requirements for the number of users or workstations in use at their facilities in accordance with the terms of the New World License Agreement.
- 9.14. All Municipalities share the same responsibilities for the initial implementation of the System or the later implementation of additional

components. These responsibilities are described in Sections 6.1, 6.2, 6.4, and 6.5 of the New World License Agreement.

9.15. The Municipalities agree to share certain kinds of data stored in the System with other law enforcement agencies as directed by the Policy Board.

9.15.1. The Municipalities may each choose to execute an intergovernmental agreement with the County of Kane, Illinois, for the purpose of sharing data with other users of compatible software. The Partners authorize Batavia to make the necessary network connections and implement the New World software required for operating the data sharing service in support of such agreement. The kinds of data shared will be determined by the Policy Board and the capabilities of the software. Data being shared shall only be used for valid law enforcement purposes.

10. System Software Components and Costs

10.1. Batavia shall make New World software components available to one or more Municipalities as indicated in Appendix 2, provided that such Municipality has purchased the necessary user licenses as required by New World. Appendix 2 shall be modified by the Municipalities as appropriate, without amendment of this Agreement, pursuant to the provisions of Sections 10.2, 10.3, and 10.4 below.

10.2. The Municipalities agree to share the costs of services provided by New World during the initial implementation of the System as follows:

10.2.1. Batavia shall pay an agreed proportion of the service costs as if Batavia were the only Municipality implementing the system. The remaining share of the service costs approximately represents the incremental increase in costs created by increasing the scope of the project to include the Partners, and the Partners shall share that cost equally.

10.2.2. Partners shall also share equally the cost of upgrading the New World software license from a single jurisdiction license to a multiple jurisdiction license.

10.2.3. Batavia and St. Charles shall implement the Software Components pertaining to mobile applications, sharing the implementation costs equally.

10.3. In the event that one or more Municipalities desire to purchase additional software components or system capabilities, such Municipalities shall provide written authorization to Batavia to purchase the software. The initial purchase cost incurred by Batavia for the software (including, but not limited to, license fees, initial maintenance fees, and installation services) shall be invoiced in an amount divided evenly between those Municipalities. Upon installation of the additional software, Batavia shall make such software available to those Municipalities that chose to purchase it. Appendix 2 of this Agreement shall be

amended accordingly to reflect the additional software and the Municipalities using it.

- 10.4. In the event that a Municipality desires to begin using an installed component that has previously been implemented by other Municipalities according to Section 10.3, then that Municipality shall provide written authorization to Batavia and pay a proportionate amount of to the initial purchase cost to the other Municipalities using the component as if that Municipality had participated in the initial implementation and divided the costs equally at that time.
- 10.5. In the event that a Municipality needs to purchase user licenses or other New World software that will be installed at that Municipality's agency for that Municipality's exclusive use, that Municipality shall procure such licenses or software directly from New World Systems. That Municipality shall also be directly responsible for any installation costs and for the annual maintenance of such licenses or software. In the event that such a purchase also requires licenses or software to be purchased and installed on the shared application servers in Batavia, then the costs incurred by Batavia for such licenses or software will be divided among the Municipalities based on their usage as provided in this Section 10.
- 10.6. An annual payment for software maintenance costs to New World is required for technical support of the system, such as phone support and software updates. Maintenance costs shall be divided between the Municipalities as described below.
 - 10.6.1. Maintenance costs for the software components listed in Appendix 2 that have a fixed price shall be divided equally among the Municipalities using each component.
 - 10.6.2. Maintenance costs for user licenses or for software components that are priced based on the number of users shall be divided among the Municipalities in proportion to the number of user licenses that each party has purchased.
- 10.7. Batavia shall invoice Partners for maintenance costs thirty (30) days prior to the date the maintenance payment is due by Batavia to New World.
- 10.8. Payments for all invoices issued by Batavia are due thirty (30) days after the invoice date.
- 10.9. Batavia owns all title and interest in the data processing equipment, and Batavia is the software licensee with New World. In the event that a Partner terminates their participation in the Agreement, that Partner shall not be entitled to a refund for any monies paid or costs incurred prior to the termination. Should a Partner terminate their participation in this Agreement in order to pursue an alternate implementation of the New World software, Batavia shall make all

reasonable efforts to work with New World to transfer user licenses or other components bought explicitly and solely on behalf of that Partner to another New World license agreement.

- 10.10. Partners are permitted to engage New World directly to obtain their consulting services for System training or configuration of Partner's equipment. Partner shall arrange to be billed directly by New World for such services, and shall be solely responsible for payment of invoices issued by New World for such services.
- 10.11. The costs for the data sharing services described in section 9.15, including but not limited to network communications, software acquisition, installation, and maintenance costs, shall be shared equally by all Municipalities participating in the services.
- 10.12. New World requires its customers to regularly upgrade to newer versions of their software in order to continue receiving support for the software under their Standard Software Maintenance Agreement ("SSMA"). Such upgrades may incur additional costs above and beyond the annual cost of the SSMA. The additional costs may include, but are not limited to, implementation fees from New World, and replacement or expansion of equipment used to operate the System. Batavia shall make reasonable efforts to coordinate the timing of such required upgrades with the Partners to facilitate budgetary planning cycles and to limit the costs as much as possible. The Municipality agree that the costs of such upgrades, including both the initial cost of equipment as well as any related ongoing equipment costs, shall be shared by all users of the affected components of the System as outlined in Appendix 2 based on the number of licenses they own for those components.
- 10.13. In consideration for its addition as a party to this Agreement, Elburn shall pay to the other parties the following costs:
 - a. The annual New World software maintenance costs cover a period beginning on March 1 and ending on the last day of February in the following calendar year (the "Maintenance Term"). Elburn shall pay a prorated amount of their share of the annual costs based on the day they begin using the system to the end of the Maintenance Term then in effect. Elburn will pay the full amount of their share at the beginning of the next Maintenance Term. Such payment shall be made to Batavia, and Batavia will reduce the maintenance amounts due to Batavia from the other Partners accordingly.
 - b. The respective Municipalities' costs for legal fees directly related to the review of this Amendment as may be required for passage by the Municipalities' City Councils or Village Boards, for an amount not exceeding xxx dollars (\$xxx.00) for each Municipality. Elburn shall

reimburse each Municipality directly upon receipt of an invoice for such services.

- c. Costs incurred by the City of Batavia for staff time required to prepare this Amendment, assist Elburn in procuring services and/or licenses from New World, provide Elburn with network access to the System and verify its correct operation, and any other services requested by Elburn in conjunction with their implementation of the System. Such costs will be billed at fifty dollars (\$50) per hour. Payment for these costs shall be made to Batavia.

Elburn shall also be responsible for any software licensing costs and future software maintenance costs payable to New World that are directly attributable to their use of the System.

11. Indemnification

- 11.1. Each party hereto shall indemnify and hold harmless the other parties and their agents, employees, officers and elected officials for any and all costs, judgments or damages (including reasonable attorneys fees) arising out of the party's use of the System, including any damages arising out of information contained therein and its accuracy, and shall indemnify and hold harmless such indemnified parties for all official or unofficial use or misuse of the System originating from the party's facilities, equipment, or conducted through the use of any security information specific to the party such as usernames or passwords and for any and all costs, judgments or damages arising therefrom.
- 11.2. Partners agree that Batavia shall have no liability for any and all losses of data or information stored on the system or server and any costs associated with the creation, replication or loss of such data and information, or for any downtime as described in Section 7.4, except in cases of gross negligence or malicious intent.

12. Termination

- 12.1. A Partner may voluntarily terminate their participation by giving written notice to the other parties ninety (90) days prior to the effective date of termination.
- 12.2. Batavia may voluntarily terminate this Agreement by giving written notice to the other parties twenty-four (24) months prior to the effective date of termination. Such termination may be effected earlier with unanimous consent of the other parties.

12.3. If a Partner is in default of their obligations hereunder, then Batavia shall send that party a written notice of default. The defaulting party shall have thirty (30) days to cure the default condition. If the default is not cured after that time, the defaulting party's participation in this Agreement shall be terminated.

12.4. Regardless of the manner in which the termination is effected, the terminated party shall pay its proportionate share of the annual maintenance costs through the end of the then-current annual period of the Standard Software Maintenance Agreement, described in Exhibit C of the New World License Agreement.

13. General Provisions

13.1. This Agreement may be amended in writing at any time by all of the parties to the Agreement. Amendments shall refer back to this Agreement and to subsequent amendments, if any, on the same subject and shall specify the language to be changed or added. The execution of any amendment shall be authorized by passage of an appropriate ordinance by the corporate authorities of each party.

13.2. If any part of this Agreement is adjudged invalid, such adjudication shall not affect the validity of the Agreement as a whole or of any other part.

13.3. Any notice required hereunder shall be deemed to be given on the date of mailing if sent by registered or certified mail, return receipt requested, to the address or addresses of the parties following their signatures at the end of this Agreement.

13.4. Paragraph titles are descriptive only and do not in any way limit or expand the scope of this Agreement, which is not transferable by any party hereto.

CITY OF BATAVIA, an Illinois
Municipal Corporation,

VILLAGE OF ELBURN,
an Illinois Municipal Corporation,

By: _____
Its Mayor

By: _____
Its Village President

Attest:

Attest:

By: _____
Its City Clerk

By: _____
Its Village Clerk

Executed this ___ day of _____, 2014

Executed this ___ day of _____, 2014

CITY OF GENEVA, an Illinois
Municipal Corporation,

CITY OF ST. CHARLES,
an Illinois Municipal Corporation,

By: _____
Its Mayor

By: _____
Its Mayor

Attest:

Attest:

By: _____
Its City Clerk

By: _____
Its City Clerk

Executed this ___ day of _____, 2014

Executed this ___ day of _____, 2014

VILLAGE OF SUGAR GROVE,
an Illinois Municipal Corporation,

By: _____
Its Village President

Attest:

By: _____
Its Village Clerk

Executed this ___ day of _____, 2014

Appendix 1
Geographic Information Systems (GIS) Data License

This Appendix 1 grants certain limited rights to use the electronic data and documentation generated from the Municipalities' GIS spatial or tabular datasets (hereinafter, "Datasets"). All rights not specifically granted in this Agreement are reserved to the party who created the Datasets.

1. Reservation of Ownership and Grant of License

1.1. Each Municipality retains exclusive rights, title, and ownership of the copy of the Datasets licensed under this Appendix and grants to the user a personal, nonexclusive, nontransferable license to use the data on the terms and conditions of this Agreement. From the date of receipt, each Municipality agrees to use reasonable effort to protect the Datasets from unauthorized use, reproduction, distribution, or publication.

2. Use

2.1. Municipalities shall not sublicense, sell, rent, lease, loan, transfer, assign, or provide access to electronic versions of the Datasets, in whole or part, to third parties, including clients or contractors. Printed versions of all or portions of the Datasets may only be provided to contractors as part of a larger service that is contracted by a Municipality.

2.2. Each Municipality may produce maps, tables, and/or reports using all or portions of the Datasets provided. The appropriate Municipality must be cited as the source of the Datasets in all products, publications, or presentation containing all or portions of the Datasets. Users of the Datasets must also cite the source of any modifications or analysis performed on the Datasets.

2.3. Each Municipality is solely responsible for any interpretation or manipulation of the Datasets, and the Municipalities are strongly encouraged to collaborate with the party that created the Datasets on all analyses in order to ensure full understanding of the appropriate use of the Datasets.

2.4. Municipalities shall not use the Datasets as the primary criteria for regulatory permitting decisions.

2.5. Municipalities shall not use the Datasets to replace or modify land surveys, deeds, and/or other legal instruments defining land ownership and use. Any utilities contained within the Datasets have not been JULIE located. Please contact (800) 892-0123 for compliance with Illinois Compiled Statue 220 ILCS 50/1 et seq. prior to excavation.

3. Liability

- 3.1. The Datasets contain information from publicly available sources. Each Municipality has developed the Datasets for their internal use. Independent verification of all information derived from the Datasets is strongly recommended.
- 3.2. Each Municipality makes no warranties, expressed or implied, including without limitation, any warranties of merchantability or fitness for a particular purpose. Independent verification of all information derived from the Datasets is strongly recommended.
- 3.3. Each Municipality and its elected or appointed officials, agents, consultants, contractors and employees shall not be liable for any loss of profits, consequential or incidental damages, or claims against the consumer by third parties that arise from the use of the Datasets. Each Municipality shall indemnify and hold harmless the Municipality that owns the Datasets from any and all liability claims or damages to any person or property arising from or connected with the use of the Datasets.

4. Updates

- 4.1. The Datasets shall be updated on a regular basis as mutually agreed by the Municipalities.

Appendix 2
New World Software Components In Use

Installed Component	Parties Using Component
Aegis/MSP Base Law Enforcement (LE) Records*	Batavia, Sugar Grove, Geneva, St. Charles, Elburn
Aegis/MSP Federal and State Compliance Reporting for LE Records	Batavia, Sugar Grove, Geneva, St. Charles, Elburn
Additional Aegis/MSP Software for LE Records Alarm Tracking and Billing Bicycle Registration Bookings Case Management Demographic Profiling Reporting Gang Tracking	Batavia, Sugar Grove, Geneva, St. Charles, Elburn Batavia, Sugar Grove, Geneva, St. Charles, Elburn
Aegis/MSP Third-Party Interface Software Livescan Interface for Identix	Batavia, St. Charles
Aegis/MSP Data Analysis / Crime Mapping / Management Reporting*	Batavia, Sugar Grove, Geneva, St. Charles, Elburn
Aegis/MSP Imaging Software	Batavia, Sugar Grove, Geneva, St. Charles, Elburn
Mobile Messaging Software* Software for RS/6000 Message Switch MDT/MCT Base RMS Interface	Batavia, St. Charles Batavia, St. Charles
Mobile Management Server Software* Base CAD/RMS/NCIC/Messaging Package Field Reporting Field Reporting Data Merge	Batavia, St. Charles Batavia, St. Charles Batavia, St. Charles
Mobile Client Software* LE Field Reporting (Federal Standards) LE Field Reporting Compliance Mobile Upload of Field Reports	Batavia, St. Charles Batavia, St. Charles Batavia, St. Charles

* indicates component pricing varies based on number of users

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: PATRICK J. ROLLINS, CHIEF OF POLICE
SUBJECT: RESOLUTION: RESTATED INTERGOVERNMENTAL AGREEMENT
FOR TRI-CITY POLICE RECORDS
AGENDA: JULY 1, 2014, BOARD MEETING
DATE: JUNE 26, 2014

ISSUE

Should the Village re-enter into an Intergovernmental Agreement with TRI-CITY Police Records allowing the addition of the Village of Elburn to join the Records Group.

DISCUSSION

Sugar Grove Police Department is an existing member of the Tri-City Police Records as joined back in April 2013. The Village of Elburn has requested to join the Tri-City Records Group consisting of: Batavia, St. Charles, Geneva and Sugar Grove. Having Elburn on the same Police Records Management Software program would be beneficial to all agencies involved as sharing of data and intelligence across this platform would be a great fit to an existing relationship already in place. Elburn would become part of the cost sharing partners when purchasing new hardware and software for the system.

The Tri-City Police Records System Policy Board conducts regular meetings and has approved the initial concept of allowing Elburn to join the group pending every municipality's approval.

Our Village Attorney has reviewed the restated IGA and is ok with the language. This is a STAR item as other municipal Village and City attorney's part of the Tri-City Records Group are also reviewing the document that might result in any minor changes.

COST

Attorney review cost approximately \$300

RECOMMENDATION

Staff recommends that the Village Board approve Resolution # **xxxxx**, authorizing execution of a restated IGA with the Tri-City Records allowing the Village of Elburn to join the group, subject to attorney review.



RESOLUTION NO. 20140701C

**RESOLUTION AUTHORIZING AN AMENDED RESTATED
INTERGOVERNMENTAL AGREEMENT
WITH TRI-COM FOR POLICE RECORDS**

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 currently has an existing Intergovernmental Agreement with Tri-Cities for Management of Police Records; and

WHEREAS, the Tri-Cities Grove is desirous of amending this agreement; an.

WHEREAS, the Village of Sugar Grove agrees that entering into this re-stated Intergovernmental Agreement is in the best interest of Sugar Grove.

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

- 1. That the Village President is hereby authorized to sign the amendment to the re-stated Intergovernmental Agreement as attached.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this 1st day of July, 2014.

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

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

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

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS
GEOFF PAYTON, STREETS & PROPERTIES SUPERVISOR
SUBJECT: RESOLUTION: 2014 PAVEMENT MARKING PROGRAM
AGENDA: JULY 1, 2014 REGULAR BOARD MEETING
DATE: JUNE 27, 2014

ISSUE

Should the Village Board approve the 2014 Pavement Marking Program.

DISCUSSION

The Kane County Division of Transportation offers a program similar to the State's Joint Purchasing Program in which Kane County Townships and Municipalities can take advantage of County pricing for pavement markings. The Village participated in this program last fiscal year, completing approximately 46,515 linear feet of marking. The 2014 Fiscal Year Budget includes funds to continue participation in this program.

On March 26, 2014, the Kane County Division of Transportation opened sealed bids for the 2014 Paint Pavement Marking Program. The contract was awarded to the lowest responsive, responsible bidder, Preform Traffic Control Systems, Ltd., 625 Richard Lane, Elk Grove Village, Illinois 60007. Preform Traffic Control Systems, Ltd. has agreed to honor all awarded contract unit prices to local government agencies. Staff feels this program is the most cost effective and efficient means to fill this need.

The focus of the 2014 Program will be remarking Gordon Road (from the railroad tracks north to Galena Boulevard), Prairie Street / Gordon Road (from the railroad tracks south to the Village's east boundary line), Norris Road (from Denny Road to Beta Drive), and Dugan Road (from IL 30 to Granart Road).

COST

The total cost of the 2014 Pavement Marking Program is estimated at \$9,000.00. The Fiscal Year 14-15 General Fund Streets Budget, account number 01-53-6405: Repair & Maintenance Services - ROW includes \$9000.00 for this project.

RECOMMENDATION

The Village Board approves Resolution **#20140701PW2** authorizing the Director of Public Works to execute an agreement in the not to exceed amount of \$9,000.00 with Preform Traffic Control Systems, Ltd., 625 Richard Lane, Elk Grove Village, Illinois 60007 for the 2014 Pavement Marking Program.



RESOLUTION NO. 20140701PW2

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH PREFORM TRAFFIC CONTROL SYSTEMS, LTD.

WHEREAS, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to engage the services of Preform Traffic Control Systems, Ltd. to provide construction services for the 2014 Pavement Marking Program, and to execute the attached agreement;

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

An agreement between Preform Traffic Control Systems, Ltd. and the Village of Sugar Grove to provide construction services for the 2014 Pavement Marking Program. The Director of Public Works is hereby authorized to execute said agreement on behalf of the Village and to take such further actions as are necessary to fulfill the terms of said agreement.

Passed by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, at a regular meeting thereof held on the 1st day of July , 2014.

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

ATTEST: Cynthia Galbreath
Clerk, Village of Sugar Grove

Table with 5 columns: Trustee Name, Aye, Nay, Absent, Abstain. Rows include Robert E. Bohler, Kevin M. Geary, Sean Herron, Mari Johnson, Rick Montalto, and David Paluch.

**Compliance Monitoring Cost Quote for Year July 1, 2014 through June 30th, 2015.
McHenry Analytical vs. IEPA**

Facility ID: IL0890850 Sugar Grove

Contaminant Monitoring		McHenry / PDC			IEPA Laboratory			
		Quantity	Cost	Extended Total	Quantity	Cost	Extended Total	
SOC	Method 515	1	\$700.00	\$700.00	1	\$201.71	\$201.71	
	Method 531							
	Method 548							
	Method 547							
	Method 549							
	Method 504							
TTHM & HAA5	Method 525	16	\$112.50	\$1,800.00	16	\$229.65	\$3,674.40	
	Method 524.2							
Fluoride	EPA 300.0	72	\$12.00	\$864.00	72	\$20.95	\$1,508.40	
	EPA 300.0							
IOC	Fluoride	4	\$135.00	\$540.00	4	\$280.24	\$1,120.96	
	Sulfate							
	Cyanide							
	Antimony							
	Arsenic							
	Barium							
	Beryllium							
	Cadmium							
	Chromium							
	Iron							
	Manganese							
	Mercury							
	Nickel							
	Selenium							
Sodium								
Thallium								
Zinc								
NO3	Nitrate	6	\$15.00	\$90.00	6	\$16.91	\$101.46	
NO2	Nitrite	2	\$15.00	\$30.00	2	\$16.91	\$33.82	
Fe	Iron	3	\$9.90	\$29.70	3	\$10.41	\$31.23	
TOC	TOC & Alk	0	\$19.00	\$0.00	0	\$47.79	\$0.00	
	Carbon Total							
RAD WO U	226/228/GA	0	\$225.00	\$1,510.00	0	\$175.00	\$1,218.60	
COMBINED	226/228	7	\$175.00		7	\$135.00		
VOC DICHL	Method 524.2	0	\$89.00	\$1,510.00	0	\$91.20	\$1,218.60	
SOC	Method 525 Methoxychlor	0	\$150.00		0	\$201.71		
VOC	Method 524.2	3	\$95.00		3	\$91.20		
Pb/Cu	Pb/Cu	30	\$15.00	\$3,144.00	30	\$20.82	\$3,258.60	
Gross Alpha	Gross Alpha	6	\$50.00		6	\$40.00		
TCR	Total Coliform	252	\$9.50	\$0.00	252	\$9.50	\$0.00	
Shipping	5 lbs Package	Courier Service			\$0.00	Courier Service		
	10 lbs Package							
	25 lbs Package							
Compliance Assurance Documentation		Project Management		\$290.00	NONE		\$0.00	
Laboratory Service				\$8,997.70			\$11,149.18	
Transportation Service				\$0.00			\$0.00	
GRAND TOTAL (Estimate)				\$8,997.70	Savings	\$2,151.48	\$11,149.18	



RESOLUTION NO. 20140701PW1

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE McHENRY ANALYTICAL WATER TESTING LABORATORY FOR THE COMMUNITY WATER SUPPLY TESTING PROGRAM

WHEREAS, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to engage the services of the McHenry Analytical Testing Laboratory to provide professional services for the Community Water Supply Testing Program, and to execute the attached agreement;

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

That attached hereto and incorporated herein by reference as Exhibit A is an agreement between the McHenry Analytical Testing Laboratory and the Village of Sugar Grove for professional services for the Community Water Supply Testing Program. The Village Administrator or Public Works Director and Clerk are hereby authorized to execute said agreement on behalf of the Village and to take such further actions as are necessary to fulfill the terms of said agreement.

Passed by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, at a regular meeting thereof held on the 1st day of July, 2014.

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

ATTEST: _____
Cynthia Galbreath
Clerk, Village of Sugar Grove

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

**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: APPROVAL: MCHENRY ANALYTICAL LABORATORY SERVICES
AGREEMENT FOR WATER SUPPLY TESTING
AGENDA: JULY 1, 2014 REGULAR BOARD MEETING
DATE: JUNE 18, 2014

ISSUE

Should the Village Board approve the McHenry Analytical Laboratory Services Agreement for Water Supply Testing.

DISCUSSION

The Village is required to sample and test the potable water that we provide to the community at a State Approved and Certified Laboratory. Some of the materials that we are required to sample for are Coliform, Lead, Copper, Volatile Organic Chemicals (regulated and unregulated) and other various materials. There are several options available. The State of Illinois offers the Community Water Supply Testing Program or contract with a private lab. The Village decided to Contract with McHenry Analytical last year resulting in substantial cost savings. This testing program only requires a one year commitment. McHenry's program includes all the sample bottles, sample collection schedules are provided to the community, and courier service for all samples. Staff has very positive feedback from switching to McHenry Analytical last year. Additionally by using McHenry Analytical the cost savings for FY 15 would be \$2,151.48.

Below are quotes for comparison.

State of Illinois	\$11,149.18	
McHenry Analytical	\$8,997.70	reduced cost of \$2,151.48

COST

The cost to participate in this program is \$8,997.70 per year. The funds for this program are budgeted in the Utilities Fund Account 50-60-6311.

RECOMMENDATION

That the Village Board approves Resolution # **20140701PW1** authorizing the Director of Public Works to enter into a one year agreement with McHenry Analytical Laboratory Services.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF SUGAR GROVE AND THE VILLAGE OF MONTGOMERY**

THIS AGREEMENT is entered into as of the _____ day of _____, 2014, by and between the **VILLAGE OF SUGAR GROVE**, Kane County, Illinois, a political subdivision organized and existing under the laws of the State of Illinois ("Sugar Grove"), and the **VILLAGE OF MONTGOMERY**, Kane, and Kendall Counties, Illinois, a political subdivision organized and existing under the laws of the State of Illinois ("Montgomery"):

RECITALS

WHEREAS, a portion of unincorporated Kane County between Sugar Grove, and Montgomery, is a growing area in Illinois; and

WHEREAS, developments under way or in various stages of planning are creating growth opportunities between Sugar Grove and Montgomery; and

WHEREAS, Sugar Grove and Montgomery realize that current plans and opportunities for development will be accompanied by significantly higher demands for transportation, police, utility, and other municipal services and financial commitments to meet the necessities of such services; and

WHEREAS, the Constitution of the State of Illinois 1970, Article VII, Local Government, Section 10, provides for intergovernmental cooperation in and authorizes units of local government to obtain or share services to exercise, combine or transfer powers or functions in any manner not proscribed by law or ordinance, and authorized units of local government to use their credit, revenues and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act provides for the joint exercise of powers, privileges or authority by units of government and provides for intergovernmental contracts; and

WHEREAS, Section 11-12-9 of the Municipal Code (65 ILCS 5/11-12-9) provides for the adoption of agreements establishing the boundaries for jurisdiction between municipalities in accordance with the provisions stated therein; and

WHEREAS, Sugar Grove and Montgomery recognize the need and desirability to provide for logical municipal boundaries and areas of municipal authority between their respective municipalities in order to plan effectively and efficiently for the growth and potential development between their communities and the conservation of the available resources for all of their respective citizens; and

WHEREAS, Sugar Grove and Montgomery have authorized, by ordinance, the execution of this agreement, as an exercise of their respective authority and as an exercise of their intergovernmental cooperation authority under the Constitution of Illinois; and

NOW THEREFORE, in consideration of the mutual promises and obligations recited herein it is agreed between Sugar Grove and Montgomery, as follows:

1. That the boundary line between the two municipalities for the unincorporated area lying between them, for annexation and municipal government planning, subdivision control, official map, ordinances, and other municipal purposes shall be as shown on Exhibit A, attached hereto and by reference incorporated herein, and approximately described as follows:

INSERT

2. Except as otherwise provided herein, Montgomery shall have jurisdiction with respect to property lying easterly and southerly of the above-described boundary line, and Sugar Grove shall have jurisdiction of the property lying westerly and northerly of the above-described boundary line. On or after the date of this Agreement, neither party shall annex territory which lies within the jurisdiction of the other municipality as established by such boundary line, nor shall it exercise or attempt to exercise or enforce any zoning, subdivision control, official map, or other municipal authority or ordinance.
3. This Agreement shall not be construed so as to limit or adversely affect the right of either municipality to file a statutory objection to proposed zoning changes within one and one-half miles of its corporate limits as provided for by State of Illinois statutes.
4. This Agreement is not one intended to benefit a third party, and no third party beneficiary shall be deemed created hereby. This Agreement is binding only upon Sugar Grove and Montgomery, and their respective successors and assigns. Nothing herein shall be construed as a limitation on the right of either party with respect to its boundaries with any other municipality or unit of local government.
5. Neither party shall either directly or indirectly seek any modification to this Agreement through court action. This Agreement may not be changed orally. All modifications to this Agreement must be in writing and must be signed by each party.
6. If any provisions of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

7. This Agreement shall be in full force and effect for a period of () years from the date hereof and for such further and additional time as the parties hereto may hereafter agree by amendment to this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Illinois and shall be published by the respective municipalities and recorded or filed with appropriate County Recorders, County Clerks, and others as their interest may appear.

9. The Boundary Line Agreement between the parties dated March 26th, 2001 is, upon approval of this agreement by both parties, hereby terminated (and of no further force and effect) and replaced by this agreement.

IN WITNESS THEREOF, the parties hereto have caused the execution of their duly authorized officer this _____ day of _____, 2014.

VILLAGE OF SUGAR GROVE
Kane County, IL

VILLAGE OF MONTGOMERY
Kane & Kendall Counties, IL

Village President

Village President

ATTEST:

ATTEST:

Village Clerk

Village Clerk

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: DISCUSSION: MONTGOMERY BOUNDARY AGREEMENT
AGENDA: JULY 1, 2014 VILLAGE BOARD COMMITTEE OF THE WHOLE MEETING
DATE: JUNE 27, 2014

ISSUE

Should the Village Board adopt an intergovernmental agreement (boundary agreement) with the Village of Montgomery.

DISCUSSION

The current intergovernmental agreement is set to expire in March 2016. The staff in Montgomery and Sugar Grove have determined that there is no reason to change the terms or alter the boundary. In the absence of any development interest or pressure along the boundary corridor in either community, now would be an appropriate time to extend the life of the agreement.

The boundary agreement is useful in that it permits the parties to perform necessary long range land use planning and capital improvement planning with a high degree of certainty as to where their respective future boundaries will be located. The agreement prevents neighboring municipalities from being used as negotiation pawns with land owners and developers.

ATTACHEMNTS

A draft of the proposed intergovernmental agreement is attached for your review and information.

COSTS

There are nominal attorney's fees associated with drafting the boundary agreement which will be split with the Village of Montgomery.

RECOMMENDATION

If the Board is interested in the proposal, the Board should direct staff to prepare the required ordinance for the Board's approval.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR
MIKE FERENCAK, VILLAGE PLANNER
SUBJECT: DISCUSSION: ZONING ORDINANCE TEXT AMENDMENT TO ADD
COMMERCIAL OR TRADE SCHOOLS AS A PERMITTED USE IN THE
M-1 LIMITED MANUFACTURING DISTRICT
AGENDA: JULY 1, 2014 REGULAR MEETING
DATE: JUNE 27, 2014

ISSUE

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

DISCUSSION

At the last Committee of the Whole meeting, the Board identified several areas of concern that the proposed amendment needed to address. Specifically, the Board was concerned about mixing this use with manufacturing and assembly uses, and the potential conflict with overflow parking if performances were scheduled in connection with these uses.

Staff drafted a revised amendment addressing these concerns, as well as providing more consistency between zoning districts for the same uses. Specifically, the uses are formatted and named the same from one zoning district to the next, and the word “performance” was added to the examples of commercial or trade schools to be more comprehensive and to address the original intent behind the amendment. The revised amendment also includes the B-2 and OR-2 Districts which also include these uses to make the changes consistent among all zoning districts that permit the uses.

The performance arts uses are separated from the other commercial schools in the M-1 and I-1 District to facilitate another change to the proposed amendment. A new section for “Additional Standards and Criteria for Specific Uses” is created to establish criteria addressing the concerns for the “performance arts” in the industrial zoning districts, namely separation from manufacturing activities and parking congestion associated with performances. The separation requirement is intended to prevent mixing the performance school uses with manufacturing and assembly uses on the same property. No distance requirement is recommended since that would only serve to restrict or limit the possible locations for industrial uses.

The Additional Standards and Criteria are not location-specific and apply to any of the performance arts schools in the district regardless where they are located.

The parking concerns expressed for the instructional aspect of the school uses are currently addressed in the Zoning Ordinance and generally require more parking than the industrial and warehouse uses permitted in the district. The parking conflict examples given by the Board were associated with gymnasium, health club or recreation-type uses which are a Special Use in the M-1 District, the only district in which they are identified.

The following items are attached for your information:

1. Summary description of the proposed changes
2. Text Amendment Ordinance (revised)

COST

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

RECOMMENDATION

That the Board discusses Amending Title 11 of the Village Code concerning zoning laws as to commercial or trade schools.



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

ORDINANCE NO. 2014-

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

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

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

ORDINANCE NO. 2014-__

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

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

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

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

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

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

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

SECTION ONE: ORDINANCE SECTIONS CREATED / AMENDED

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

Section 11-8-5-B.

Delete the following:

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

Add the following, in alphabetical order:

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

Section 11-9A-2-B.

Delete the following:

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

Add the following, in alphabetical order:

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

Section 11-10-2-A

Delete the following:

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

Add the following, in alphabetical order:

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

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

Section 11-10A-2-A

Delete the following:

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

Add the following, in alphabetical order:

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

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

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

Section 11-10-2-D

D. Additional Standards and Criteria for Specific Uses:

1. Schools teaching music, dance, performance, and martial arts:
 - a. Shall not be located in the same building or on the same lot with any use permitted in the district that involves assembly, fabricating, production, processing or manufacturing activities;
 - b. Shall not include performances on the premises.

Section 11-10A-2-D

D. Additional Standards and Criteria for Specific Uses:

1. Schools teaching music, dance, performance, and martial arts:

- a. Shall not be located in the same building or on the same lot with any use permitted in the district that involves assembly, fabricating, production, processing or manufacturing activities;
- b. Shall not include performances on the premises.

SECTION TWO: GENERAL PROVISIONS

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

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

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

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

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

ATTEST:

Cynthia L. Galbreath
 Clerk, Village of Sugar Grove

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

SUMMARY OF CHANGES

The attached Ordinance includes the following changes and revisions:

1. In the B-2 District (and by reference, B-3 District) add “performance” to the school uses listed in this district for consistency with the other districts where the uses are identified.
2. OR-2 District add “performance, martial arts” to the school uses listed in this district for consistency with the other districts where the uses are identified.
3. In the M-1 and I-1 Districts, create separate listing for “dance, music, performance, martial arts schools” as a permitted use.
4. Also in the M-1 and I-1 Districts, create a new Section D in each district for “Additional Standards and Criteria” specific for this use addressing the separation of uses and congestion associated with performances.

B-2 District

Section 11-8-5-B.

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

Revised to be and to read as follows:

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

OR-2 District

Section 11-9A-2-B.

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

Revised to be and to read as follows:

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

M-1 District

Section 11-10-2-A.

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

Revised to be and to read as follows:

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

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

Add new: Section 11-10-2-D

D. Additional Standards and Criteria for Specific Uses:

- 1. Schools teaching music, dance, performance, and martial arts:**
 - a. Shall not be located in the same building or on the same lot with any use permitted in the district that involves assembly, fabricating, production, processing or manufacturing activities;**
 - b. Shall not include performances on the premises.**

I-1 District

Section 11-10A-2-A.

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

Revised to be and to read as follows:

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

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

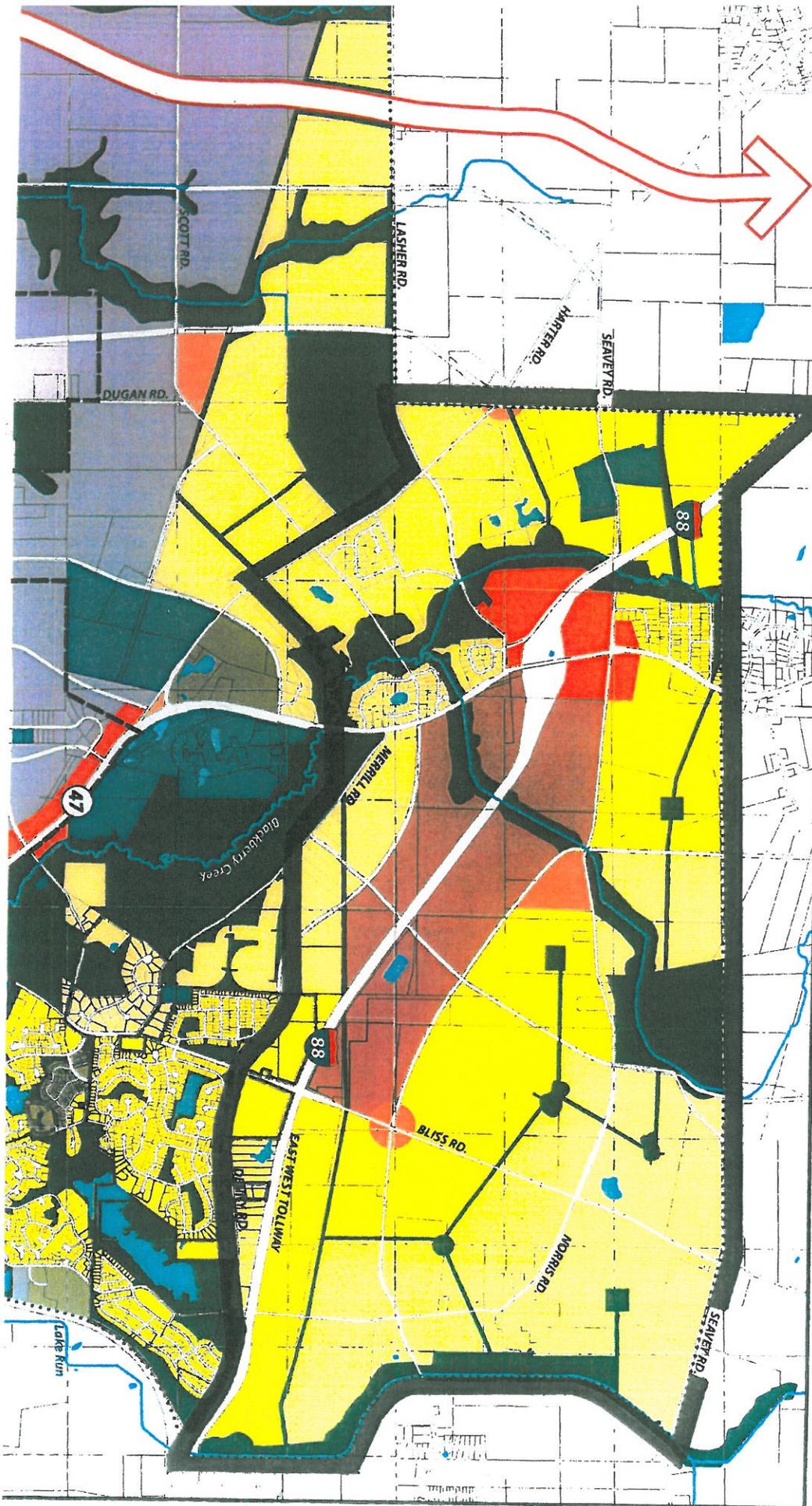
Add new: Section 11-10A-2-D.

D. Additional Standards and Criteria for Specific Uses:

- 1. Schools teaching music, dance, performance, and martial arts:**
 - a. Shall not be located in the same building or on the same lot with any use permitted in the district that involves assembly, fabricating, production, processing or manufacturing activities;**
 - b. Shall not include performances on the premises.**

PROPOSED STUDY AREA

Land Use Plan



**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: DISCUSSION: COMPREHENSIVE PLAN FUTURE LAND USE PLAN AMENDMENT PROCESS
AGENDA: JULY 1, 2014 REGULAR MEETING
DATE: JUNE 27, 2014

ISSUE

Should the Village amend the Comprehensive Plan Future Land Use Plan in the undeveloped land lying north and south of Interstate 88.

DISCUSSION

This proposal was initially suggested to the Village Board as part of a more over-arching discussion about long range planning the Village back in February. The consensus, then, was to bring the matter back to the Village Board for discussion.

Staff is of the opinion that market forces have changed sufficiently and new opportunities are presenting themselves to warrant re-examining the land use recommendations in the I-88 corridor. Staff is also of the opinion that the policy recommendations in the Comprehensive Plan remain valid and it is not necessary to revise them at this time.

The staff will prepare an analysis and draft plan for public review and comment and discussion by the Planning Commission. Following a public hearing, the Planning Commission's recommendation will be presented to the Village Board for consideration and adoption.

COSTS

The Land Use Plan amendment will be prepared in-house but there could be some nominal costs incurred by Village consultants as the work progresses.

RECOMMENDATION

The Board should direct staff to prepare an amendment of the Comprehensive Plan Future Land Use Plan specifically studying alternative land uses in the I-88 corridor across the Village's planning area.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: BRENT M. EICHELBERGER, VILLAGE ADMINISTRATOR
SUBJECT: STREET MAINTENANCE PROGRAM FUNDING
AGENDA: JULY 1, 2014 COMMITTEE OF THE WHOLE
DATE: JUNE 27, 2014

ISSUE

Should the Village consider new revenue streams to enhance the annual street maintenance program.

DISCUSSION

The vast majority of municipalities are unable to perform street maintenance at the level desired by community members due to insufficient funding. Many communities spend 25% or less than indicated by engineering studies. By using effective financial and management strategies, Sugar Grove has been able to better fund its program, averaging over 50% funding. The funding is a combination of the annual MFT allotment received from the State, General Fund surplus transfers and grants. Based on the most recent program analysis, the Village spends around \$1,000,000 less than recommended on an annual basis.

While Sugar Grove has done an excellent job of funding street maintenance given the available resources, there continues to be a demand and desire to do more. It is highly unlikely that the MFT allotment will see any significant increase (except with an increased population which brings more streets), and it is also highly unlikely that the Village will see a greater proportion funded by grants as we already are very successful in this area. A reallocation of existing Village revenues or the generation of new revenues are the remaining possibilities.

The economy of the last several years has already forced the Village to streamline all operations. While the Board could make cuts in other areas to reallocate funds to the street maintenance program, it would cause hardships in other Village services and is not recommended. This leaves the generation of new revenues as the only viable option to expanding the program.

There are two realistic possibilities for a new revenue stream. One, a referendum to increase property taxes, and two, the implementation of a vehicle registration fee.

A referendum would place the decision in the voter's hands and if successful would provide a reliable revenue stream. The likelihood of referendum passing seems very low. With a failed referendum it is expected that the community would still want streets to be better maintained.

A vehicle registration fee would be at the sole discretion of the Village Board and would also create a reliable revenue stream. A nearby community has successfully implemented a program where the fee is collected through the utility billing system without the expense of stickers and the unpopular enforcement actions that typically take place.

The amount of revenue that could be raised would depend on the rate in the referendum option and the fee in the registration option. The Village has approximately 3,200 households and 100 businesses. A \$100 annual amount would result in \$330,000 in revenue. A \$300 annual amount would result in \$990,000, which would be in the ballpark of the need based on the last program study. An updated study could result in a greater need.

COST

There is no cost at this time as this item is for discussion only.

RECOMMENDATION

That the Board discuss the street maintenance program funding needs and options and direct staff as to whether additional information or action is desired.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: DISCUSSION: BACK-UP SSA AND CCR'S FOR MUNICIPAL CAMPUS
AGENDA: JULY 1, 2014 VILLAGE BOARD COMMITTEE OF THE WHOLE MEETING
DATE: JUNE 27, 2014

ISSUE

Should the Village Board adopt covenants, conditions and restrictions for improvement and maintenance of the new municipal campus, and establish a back-up SSA for maintaining the municipal campus (140-160 Municipal Drive).

DISCUSSION

The recent purchase of the former Prairie Glen Office Park presents a variety of challenges and opportunities. Looking forward, if the day comes that the Village sells all or a portion of the property, it would be convenient to have in place conditions, covenants and restrictions (CCR's) governing the improvement and maintenance requirements and responsibilities for the property. This would be no different than any other private development that has multiple owners and common areas to maintain and where a unified approach to development, improvement and maintenance of the property is desirable.

As long as the Village owns the entirety of the development, the Village tightly controls all aspects of the property's maintenance and appearance, not to mention future development that is authorized on the property. When new property owners are introduced into the equation, the decision making process and enforcement of such private matters becomes less clear and can be contentious. Adopting CCR's ahead of this event also would facilitate the sale of all or a portion of the property in the future.

Related to the CCR question is establishing a back-up or dormant SSA on the property for the purpose of facilitating common area maintenance in the event the property owners or association fails to perform. Again, as long as the Village owns the property there will be no maintenance concerns but it is when the property is sold that the certainty and control is lost and the SSA would be a safety net if future property owners fail to perform their responsibilities. Establishing the SSA, today, would facilitate future sale of the property because it remove any uncertainty about the responsibilities of

future owners. It is easier for the Village to establish the SSA when it is the sole owner of the property than after new or multiple owners are involved.

Both actions should be considered pre-emptive in nature. There is no proposal under consideration to develop or sell the property that has just been purchased.

COSTS

There are nominal attorney's fees and recording fees associated with drafting the CCR's and the SSA documents.

RECOMMENDATION

If the Board is interested in the proposal, the Board should direct staff to prepare covenants, conditions and restrictions and a back-up SSA for improvements, maintenance and other common area concerns for the new municipal campus.