Village of Spring Grove - Village Board
Regular Meeting Agenda

1. Call to Order
2. Roll Call
3. Public Hearing - Annexation Agreement between the Village and Nicolas and Sandra Del Rio for 3119 Route 12
4. President’s Report
5. Clerk’s Report
6. Engineering Report
7. Building Report
8. Public Works Report
9. Police Department Report
10. Committee Reports
11. Public Discussion
12. Consent Agenda (items listed on the Consent Agenda will be approved by a single vote of the Board unless a member of the Board requests that a separate vote be taken on any item)
   A. February 16, 2016 Village Board Regular Minutes
   B. February 16, 2016 Village Board Executive Session Minutes
   C. February 23, 2016 Finance Committee Minutes
   D. February 2016 Bills Payable
13. Unfinished Business
14. New Business
   A. Approval of an Ordinance approving entry into an Annexation Agreement between the Village and Nicolas Del Rio
   B. Approval of an Ordinance annexing the property at 3119 Route 12
   C. Approval of an Ordinance authorizing the Village President’s execution of an Intergovernmental Agreement regarding the Village’s Economic Incentive Abatement
15. Other Business
16. Adjournment
<table>
<thead>
<tr>
<th>NAME &amp; JOB No.</th>
<th>CURRENT ACTIVITY</th>
<th>LAST 6 MONTHS ACTIVITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016 Road Program SPRI-86160084</td>
<td>HRG is coordinating with a contractor to get road cores.</td>
<td>The roads were reviewed and an opinion of cost was prepared.</td>
</tr>
<tr>
<td>2016 General Consultations</td>
<td>HRG is reviewing the Gwizdala Subdivision.</td>
<td>HRG conducted an E-one learning session for Public Works. NPDES permit submitted to IEPA.</td>
</tr>
<tr>
<td>2015 Road Program SPRI-86150196</td>
<td>The payment is being processed.</td>
<td>The final payment and amount is confirmed and was provided to the Village. The final total cost was $412,924.16. A change order for the deduction in the amount of $8,095.79 was processed.</td>
</tr>
<tr>
<td>Water Main Master Plan SPRI-86120241</td>
<td>None.</td>
<td>Sent information to Scot Forge for their extension. Completed plan costs and delivered results and spreadsheet to the Village.</td>
</tr>
<tr>
<td>Winn Road Bike Path SPRI-86110180</td>
<td>CMAQ funding denied because there were no connections to mass transit, submitting for ITEP funding.</td>
<td>Submitted final CMAQ funding application to Chicago Metropolitan Agency for Planning. Submitted preliminary CMAQ funding application to McHenry County Council of governments. Staked berm and coordinating with KLM. Had phase 2 kick-off meeting with IDOT.</td>
</tr>
<tr>
<td>Winn Road Bridge SPRI-070049</td>
<td>HRG is coordinating with the contractor to finish the work.</td>
<td>Working with IDOT Liaison to finish contract. Working with IDOT to finalize contract. IDOT Liaison retired, so now things are moving ahead and we anticipate completion by May. Tree planting is being coordinated. Culvert is being removed and new culvert added, landscaping also is needed, then the project will be closed out. Additional fence was installed earlier in the month.</td>
</tr>
<tr>
<td>Fieldstone Ridge Subdivision</td>
<td>None.</td>
<td>None.</td>
</tr>
<tr>
<td>Sanctuary Estates SPRI-050843-7</td>
<td>None.</td>
<td>None.</td>
</tr>
<tr>
<td>Subdivision</td>
<td>Notes 1</td>
<td>Notes 2</td>
</tr>
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<tr>
<td>Preservation Oaks Phase 2</td>
<td>None.</td>
<td>None.</td>
</tr>
<tr>
<td>Heartland Crossing</td>
<td>None.</td>
<td>None.</td>
</tr>
<tr>
<td>Walnut Ridge – Phase 2</td>
<td>None.</td>
<td>None.</td>
</tr>
<tr>
<td>Highland Estates Subdivision</td>
<td>None.</td>
<td>None.</td>
</tr>
<tr>
<td>Saddle Creek Subdivision</td>
<td>None.</td>
<td>None.</td>
</tr>
<tr>
<td>Stonegate Subdivision</td>
<td>None.</td>
<td>None.</td>
</tr>
</tbody>
</table>

SRB/dmw

cc: President Mark Eisenberg and Village Board  
    Ms. Sandi Rusher, Clerk  
    Mr. Scott Puma, Village Attorney  
    Chief Tom Sanders, Police Department

O:\86160070\Activity Report\Activityreport-030116-Srb.Doc
To: President Eisenberg
   Village Trustees
Date: February 24, 2016
Re: February Public Works Activity Report

PARKS

Bob, Mike F. and I met Trustee McMahon at Spring Grove Park to discuss the work to be done to the concession stand.

The gazebo bench that was vandalized last year was re-built and installed at Horse Fair Park.

ROADS

Totals for the month and year for snow are as follows:

<table>
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<tr>
<th></th>
<th>JANUARY</th>
<th>YTD</th>
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<tbody>
<tr>
<td>Total miles driven:</td>
<td>1,832</td>
<td>Total miles driven:</td>
</tr>
<tr>
<td>Total hours worked:</td>
<td>214.75</td>
<td>Total hours worked:</td>
</tr>
<tr>
<td>Total salt used:</td>
<td>154.5 tons</td>
<td>Total salt used:</td>
</tr>
<tr>
<td>Total liquid used:</td>
<td>3,115 gallons</td>
<td>Total liquid used:</td>
</tr>
</tbody>
</table>

As of February 24th, we have ordered and received approximately 560 tons of salt. Our minimum amount to be ordered is 880 tons.

Sign evaluations were completed for our regulatory upgrade program in Orchard Bluff Estates, Spring Oaks, Nottingham Woods and Spring Grove Estates. Additional areas to be looked at pending available budget this year will be Oak Valley Estates and Pine Meadows.

VEHICLES AND EQUIPMENT

The crack sealer engine installation was completed and was test run. The machine was sent to Sherwin Industries to have a throttle control added and a complete inspection done to ensure a 100% working unit when we begin sealing for this year.

OTHER

The vehicle lift we received from surplus has been installed. It is powered by one of the emergency generators we received from surplus. Some re-arranging of storage and tool areas has been done as a result of installing the lift. We also used the opportunity to clean both of our storage areas in the new and old shops.

Command center rehabilitation work continues as time permits.

Tom and I met with Jack Pease and David LaPointe, the president of Super Mix regarding Spring Ridge Drive repairs and the possible acceptance of the road by the Village once the road is up to standard.
Spring Ridge Drive

Jack Pease and David LaPointe, the president of Super Mix, are scheduled to attend the March 1st Village Board meeting to discuss the proposed repairs to Spring Ridge Drive in 2016 and to seek the boards input on accepting the road after the repairs are made to bring the road up to a standard that would be deemed acceptable. The repairs would be done in a joint effort with public works, like we have done the last 2 times. Only this time the patches are going to be completed full depth and with concrete. Mr. LaPointe has no involvement in responsibility but is working to assist Mr. Pease and be a good neighbor to the Village. This has also been the case previously with 2 prior patch projects in the last 5/6 years with other owners/developers of the pit.

Executive Assistant Sanders and I recently met with Jack, Dave and their operations manager Tom regarding the repairs, the possible acceptance by the village and the possibility of an overlay of the road in the near future. It was agreed that when the original agreement was drafted and accepted no one expected the economy to fall out and have mining and reclamation operations have to be extended. We also agreed for a road that has performed well for being approximately 26 years old with the type of traffic it has on it.
Council Chambers, Spring Grove, Illinois, February 16, 2016; a Regular Meeting of the Village Board was held this date at 6:03 p.m., at the Municipal Centre, 7401 Meyer Road; President Eisenberg presiding.

Roll Call. Roll call showed the following Board members present: President Mark Eisenberg; Trustees Jim Anhalt, Jeff Letzter, Pat Mazzanti, Bob McMahon, Lloyd Simonson and Randy Vinyard - 7. Absent: None. Also present for the Village were: Sandi Rusher, Village Clerk; Scott Puma, Village Attorney; Steve Bicking, Village Engineer; Tom Sanders, Chief of Police/Executive Assistant; Sgt. Stanley St. Clair, Police Department; and Trent Turner, Building and Zoning Officer.

President's Report. No report.

Clerk's Report. Clerk Rusher will contact Dan and Kate Clemen to appear before the Board to explain their intentions with the property on Johnsburg Road that received approval in 2014 to construct an accessory building prior to building a house and subdividing the property into 3 lots prior to repealing the ordinance because they failed to file a Plat of Subdivision.

Engineering Report. There were no questions asked of Engineer Bicking.

Building and Zoning Report. A building permit was issued for Lucky Bernie’s, deli and wine bar, at 2450 Route 12 and the Spring Grove Tavern at 2508 Route 12 should be opening soon.


Police Department Report. No report.

Committee Reports.

Public Works. Trustee Anhalt reported the committee recommended the vehicle replacement program for 5 yard trucks be reduced from 5 to 4 years and that the proceeds from the sale of vehicles be set aside in the Capital Fund for future vehicle replacement. After some discussion, President Eisenberg recommended a current fleet inventory and life expectancy be assembled and presented to the Finance Committee for further review.

Approval of the purchase of new water meters. The committee recommended awarding the purchase of new water meters and a reader from HD Supply at a cost not to exceed $35,344 due to the existing meters giving inaccurate readings due to high amount of iron in the water. Trustee Mazzanti moved, seconded by Trustee Vinyard to accept their recommendation. Roll call vote: Ayes: Anhalt, Letzter, Mazzanti, McMahon, Simonson and Vinyard – 6. Nays: None. Motion carried.
Approval of the February 15, 2016 Public Works Minutes. Trustee Mazzanti moved, seconded by Trustee Vinyard to approve the minutes as presented. Roll Call Vote: Ayes: Anhalt, Mazzanti and Vinyard – 3. Nays: None. Motion carried.

Public Discussion. President Eisenberg then opened the meeting up for discussion by the public.

Rick O’Connor, realtor, and Mike, contract purchaser, informed the Board of their intent to begin the process of remediation and remodeling of the property at 8715 Galleria Court. After some discussion, it was the preference of the Board to have the house remediated and remodeled versus torn down. Attorney Puma will work with the bank to resolve this matter by the entry of an Agreed Order.

Ted Trzaskowski inquired as to the status of the cell tower project in the Springdale Trails Park. President Eisenberg replied the village is reviewing the lease agreement and it should be completed shortly.

Keaton, a resident boy scout, addressed the Board regarding the lack of recreational facilities, more specifically a pool, in the community. President Eisenberg explained community doesn’t have a park district and the amenities found in larger communities. The village does not have the funds to build a public pool as it has a lot of infrastructure, 78 miles of road to maintain. The Board thanked Keaton for coming to the meeting and bringing this to their attention.

Public discussion was closed.


A. February 2, 2016 Village Board Regular Minutes
B. February 2, 2016 Village Board Executive Session Minutes
C. Release of Recapture Obligation for Winn Road Improvements
D. Approval of an ordinance approving an agreement for engineering services with HR Green, Inc.

Trustee Simonson moved, seconded by Trustee Letzter to approve the consent agenda. Roll call vote: Ayes: Anhalt, Letzter, Mazzanti, McMahon, Simonson and Vinyard – 6. Nays: None. Motion carried.

Unfinished Business.

Approval of an Ordinance annexing the property at 3119 Route 12. President Eisenberg reported negotiations are progressing and the annexation agreement with the agreed upon terms will be presented for approval at the March 1st meeting. Some of the terms include allowing up to 6 chickens but no roosters; permit the maintaining and rebuilding of the existing accessory buildings, and the relaxing of the architectural standards for the accessory buildings due to the natural screening of the property. Trustee Mazzanti moved, seconded by Trustee Vinyard to continue this matter until March 1, 2016. Roll call vote: Ayes: Anhalt, Letzter, Mazzanti, McMahon, Simonson and Vinyard – 6. Nays: None. Motion carried.
New Business.
Approval to remove the berms along English Prairie Road and the eastside of the Spring Hill Trails subdivision relative to the mining operations at Richardson Farms. Trustee McMahon moved, seconded by Trustee Letzter to approve the removal of the berms along English Prairie Road and the eastside of the Spring Hills subdivision relative to the mining operations at Richardson Farms with the provision that the barbed wire fence remain around the perimeter of the property until all mining operations have ceased. Roll call vote: Ayes: Anhalt, Letzter, Mazzanti, McMahon, Simonson and Vinyard – 6. Nays: None. Motion carried.

Executive Session – Section 2(c) (1) of the Open Meetings Act for discussion of the compensation of employees. Trustee Mazzanti moved, seconded by Trustee Simonson to adjourn into executive session under Section 2(c) (1) of the Open Meetings Act for discussion of the compensation of employees. Roll call vote: Ayes: Anhalt, Letzter, Mazzanti, McMahon, Simonson and Vinyard - 6. Nays: None. Motion carried. The Board adjourned into executive session at 6:43 p.m.

Trustee Vinyard moved, seconded by Trustee Mazzanti to reconvene from executive session. Roll call vote: Ayes: Anhalt, Letzter, Mazzanti, McMahon, Simonson and Vinyard - 6. Nays: None. Motion carried. The Board reconvened at 7:02 p.m. with all members present as the original roll call.

Other Business. The Chamber of Commerce 2016 EXPO is on February 20 at the R/B Community High School. The Jake Vinyard Foundation is hosting a blood drive on February 29 at the Village Municipal Centre from 3:00 to 7:00 p.m. Trustee Simonson shared from his attendance at the McHenry County Conservation Congress that millennials don’t use public space.

There being no further business, Trustee Mazzanti moved, seconded by Trustee Simonson to adjourn the meeting at 7:05 p.m. On voice vote, the motion carried.

Respectfully Submitted,

__________________________
Sandi Rusher, Village Clerk
MEETING MINUTES OF THE FINANCE COMMITTEE
OF THE VILLAGE OF SPRING GROVE
FEBRUARY 23, 2016

Council Chambers, Spring Grove, Illinois, February 26, 2016; a meeting of the Finance Committee was held this date at 6:00 p.m., at the Municipal Centre, 7401 Meyer Road, Chairperson Eisenberg presiding.

Call to Order. The following members were present: Chairperson Mark Eisenberg; Members Jeff Letzter, Bob McMahon, Lloyd Simonson and Randy Vinyard - 5. Absent: Members Jim Anhalt and Pat Mazzanti - 2. Also present for the Village were Tom Sanders, Police Chief and Executive Assistant; Stanley St. Clair, Police Sergeant; Trent Turner, Building & Zoning Officer; Matt Wittum, Public Works Supervisor; Judy Olson, Village Treasurer; and Laura Frumet, Deputy Clerk.

New Business.
Review 2016/2017 Budget Revenues. Chairperson Eisenberg reviewed the revenues for FY 2016/17. The Property Tax revenue increased only slightly to capture new growth but otherwise was a flat levy. The Illinois Municipal League forecasts the shared Municipal State Income Tax revenue using a calculation that fluctuates each year based on economic factors. This year, the village can expect $100 per village resident for a total of $578,000. The same is true of the Use Tax which is calculated this year at $20 per person for $116,000. The utility tax revenue is down, possibly due to mild weather, so will be budgeted $25,000 less than last year. Police fine revenues were also lowered due to the loss of two officers on the force, for a total of $200,000 from last year's number of $220,000. Because impact fees have been waived until July, the revenues for the Public Works/Safety and Park Impact Fees were reduced. Royalties from the Spring Lakes gravel pit are also down as that project is finishing up. In conclusion, the new fiscal year revenues are forecasted to be down $3,080 from the previous year to a total of $3,194,450.

Motion recommending the approval of the February 2016 Bills Payable. Member Vinyard moved, seconded by Member Simonson to approve the February 2016 bills payable. Ayes: Eisenberg, McMahon, Letzter, Simonson and Vinyard - 5. Nays: None. Motion carried.

Public Comment. Kay Bates, Candidate for the McHenry County Board District 4, introduced herself, gave a short summary of her qualifications and complimented the board on the attractive appearance and character of the village. She would work to help attract new industry and business opportunities here. Patrick Kenneally also introduced himself and discussed his candidacy for McHenry County State’s Attorney, noting his nine years as a prosecutor in McHenry County handling thousands of cases including trying five murder cases. He is interested in helping to turn around the lives of non-violent or drug-addicted offenders by abstaining from prosecution when possible and using other programs instead.
President Eisenberg thanked them both for coming, noting that the village often does not get the representation it deserves from elected county officials and wished them luck in their campaigns.

**Other Business.** Public Works Supervisor Matt Wittum discussed proposed repairs to Spring Ridge Drive this year for possible acceptance of the road by the village. Parties involved will be at the March 1st Village Board meeting for further discussion and the Board’s input.

There being no further business, Member Simonson moved, seconded by Member Letzter to adjourn the meeting at 6:28 p.m. On voice vote, the motion carried.

Respectfully Submitted,

__________________________
Laura Frumet, Deputy Clerk
ORDINANCE NO. 2016-xx

AN ORDINANCE APPROVING ENTRY INTO
AN ANNEXATION AGREEMENT BETWEEN
NICOLAS AND SANDRA DEL RIO AND
THE VILLAGE OF SPRING GROVE

WHEREAS, a petition, signed by the legal owner of the Subject Property as described herein, requesting an Annexation Agreement be entered into has been filed with the Village Clerk of the Village of Spring Grove.

WHEREAS, Nicolas Del Rio is the titleholder of record (“Petitioner”), and is the legal owner of the Subject Property, which is legally described as follows:

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 46 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER 224.2 FEET TO A POINT; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 91 DEGREES AND 29 MINUTES TO THE LEFT WITH A PROLONATION OF THE LAST DESCRIBED COURSE, 512.70 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES AND 22 MINUTES MEASURED TO THE LEFT WITH A PROLONATION OF THE LAST DESCRIBED COURSE, 423 FEET; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES AND 39 MINUTES MEASURED TO THE LEFT WITH A PROLONATION OF THE LAST DESCRIBED COURSE, 499.35 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE NORTH ALONG SAID EAST LINE 200 FEET MORE OR LESS TO THE PLACE OF BEGINNING IN McHENRY COUNTY, ILLINOIS

PIN 04-26-403-014
3119 Route 12, Spring Grove, Illinois 60081 (“Subject Property”)

WHEREAS, Nicolas Del Rio’s wife, Sandra Del Rio, also resides at the Subject Property and has joined the petition.

WHEREAS, pursuant to 65 ILCS 5/7-1-1 the boundary of any annexed territory shall extend to the far side of any adjacent highway and shall include all of every highway within the area annexed.
WHEREAS, the Subject Property is comprised of one parcel for a total of 4.92 acres, more or less, and which is contiguous to the corporate limits of the Village of Spring Grove, County of McHenry, State of Illinois.

WHEREAS, the Petitioner has brought before the President and the Board of Trustees an Annexation Agreement under certain provisions of the Illinois Municipal Code 65 ILCS 5/11-15.1-1 et seq., which Agreement provides for the annexation of the Subject Property.

WHEREAS, the Petitioner’s purpose for entering into the Annexation Agreement is to establish the suitability of the Subject Property for the zoning and use requested.

WHEREAS, at the public hearing on the Annexation Agreement on March 1, 2016, all members of the public desiring to speak were given the opportunity.

WHEREAS, the Village Board finds it in the best interest of the Village to enter into the Annexation Agreement.

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Spring Grove, a municipal corporation of McHenry County, State of Illinois, as follows:

Section One: The above stated recitals are incorporated by reference.

Section Two: The Annexation Agreement attached hereto as Exhibit “A” be and is hereby approved.

Section Three: The Village President is hereby authorized to sign and the Village Clerk is hereby authorized to attest to the attached Annexation Agreement.

Section Four: This Ordinance shall be in full force and effect from and after its passage and approval.

Section Five: In the event any portion of this Ordinance is deemed invalid, the invalid portion shall be stricken here from and the remainder shall be in full force and effect.

Passed this 1st day of March, 2016.

Ayes: .
Nays: .
Absent: .
Abstain: .

Approved this 1st day of March, 2016.
Village of Spring Grove

By: __________________________
    Mark R. Eisenberg, Village President

ATTEST: __________________________
        Sandi Rusher, Village Clerk
ANNEXATION AGREEMENT

THIS AGREEMENT made this _____ day of _____________, 2016, between the VILLAGE OF SPRING GROVE, a municipal corporation of the State of Illinois (hereinafter referred to as “Village”) and Nicolas Del Rio, titleholder of record, and his wife Sandra Del Rio, (hereinafter collectively referred to as “PETITIONER”).

A. WHEREAS, Nicolas Del Rio is the titleholder of record of the property which is the subject of this agreement, located in an unincorporated portion of McHenry County, Illinois; consisting of 4.92 acres, more or less, commonly known as 3119 Route 12 adjacent to the Corporate limits of the Village of Spring Grove, Illinois, hereinafter referred to as the “PROPERTY”), said PROPERTY is legally described on Exhibit A, which is attached hereto and is depicted on the Plat of Annexation which is attached hereto as Exhibit B. PETITIONER represents to the Village that there are no electors residing at or on the PROPERTY.

B. WHEREAS, the PROPERTY to be annexed consists of one contiguous tract of land, which is not included within the corporate boundaries of any municipality, but is contiguous with and immediately adjacent to the corporate boundaries of the Village and wholly surrounded by the corporate boundaries of the Village.

C. WHEREAS, it is the desire of the Village that the PROPERTY to be annexed to the Village and used in the manner hereinafter specified.

D. WHEREAS, the PETITIONER has presented to the Village Clerk a duly executed Petition for Annexation Agreement regarding the PROPERTY which is the subject of this Annexation Agreement so that all the PROPERTY may be developed in accordance with the terms and conditions hereinafter set forth.

E. WHEREAS, the proposed zoning for the approximately 4.92 acres of PROPERTY is as follows: E-5, Estate Residential District Zoning.

F. WHEREAS, the annexation and development of the PROPERTY for the uses and purposes herein provided will extend the corporate limits of the Village and the jurisdiction thereof, increase its taxable value, and will permit sound planning and aid in developing the Village as a more balanced and better planned community.

G. WHEREAS, the PETITIONER has entered into this Agreement in reliance upon the ordinances, laws and regulations of the Village and the continued effectiveness thereof or as modified under the terms of this Agreement for the period of time hereinafter set forth.

H. WHEREAS, proper legal notice has heretofore been served upon the appropriate districts, and other public officials as required by Section 7-1-1 of Illinois Municipal Code.
NOW, THEREFORE, for and in consideration of the mutual promises, agreements and conditions herein contained, the parties hereto agree as follows:

1. **AUTHORIZED EXECUTION**: The parties executing this Agreement on behalf of each of the parties represent and warrant that they have been duly authorized to execute this Agreement as the act and deed of such entity. The PETITIONER does further warrant, acknowledge and understand that he has proposed that the PROPERTY described in this Agreement be annexed in accordance with the terms and provisions of this Annexation Agreement to the Village of Spring Grove and that this Agreement as signed does represent a legally recognized and tendered offer to allow the annexation of the PROPERTY into the Village. As such, upon proper authorization and approval by the Village, this Agreement shall be a legally binding Contract upon said approval (i.e. acceptance by the Village). In addition, PETITIONER agrees that within ten days of Village approval of this Agreement, PETITIONER shall provide the Village Clerk with four signed original copies of this Agreement for execution by the Village.

2. **ANNEXATION**: The corporate authorities of the Village will, immediately upon the approval of this Agreement, pursuant to the Petition for Annexation heretofore filed, enact an ordinance annexing the PROPERTY legally described in Exhibit A of the Agreement, as well as adjoining roads or highways to their opposite side as required by law.

3. **ZONING OF PROPERTY**: Upon the passage of the ordinance annexing the PROPERTY, it shall be zoned E-5, Estate Residential District Zoning, Village of Spring Grove Zoning as provided in Chapter 17, Section 1703 of the Village Code. The parties agree that the PROPERTY shall be used and improved with a single family residence and no more than 4 accessory structures, which are a barn, an accessory building, a silo and the chicken coop generally as depicted on Exhibit C which is attached hereto. However, if the silo and/or the chicken coop is removed, then the number of accessory structures shall be reduced and neither shall be rebuilt. In addition, PETITIONER may keep up to six (6) hen chickens but no roosters nor any other farm animals on the PROPERTY at any one time, subject to the additional provisions regarding the keeping of chickens as set forth in Exhibit D. The PETITIONER is prohibited from keeping bees and/or bee hives (an apiary) on the PROPERTY. PETITIONER may keep horses on the PROPERTY in accordance with the provisions of the Village Code for Property which is zoned E-5 Estate Residential. The keeping of chickens as provided in this paragraph and in Exhibit D is limited to the PETITIONER and no other person or successor in interest shall be entitled to keep chickens on the PROPERTY. Upon the conveyance or assignment of an interest in the PROPERTY by PETITIONER where PETITIONER retains no ownership interest, the right to keep chickens shall cease and be of no further force and effect.
The following departures from the requirements of the Village Code are also approved:

A. The PROPERTY may be serviced by a gravel driveway.
B. In keeping with the farming and agricultural history of the PROPERTY, the Village’s architectural control standards shall not strictly apply. PETITIONER may erect a building with steel siding adjacent to the existing barn and may side the house with vinyl or other materials which reflect the unique character of the farm. However, PETITIONER shall use his best efforts so that the accessory building and the house have similar exterior appearances.
C. Up to four (4) accessory buildings, subject to the specifications and limitations set forth above.
D. The barn may be up to 2,550 square feet, up from the allowed 1,800 square feet, due to the existing structure and foundation. No other accessory buildings shall exceed the allowed 1,800 square feet.

4. **DURATION:** The terms, conditions and covenants of this Agreement shall be binding upon the parties hereto and their successors and assigns for twenty years from the date hereof.

5. **MUNICIPAL SEWER AND WATER SERVICES:** The Village does not have water and/or sewer facilities with sufficient capacities to service the PROPERTY. Furthermore, this Agreement does not in any way obligate the Village to extend water and/or sewer facilities to the PROPERTY or to expand its sewer or water facilities to service the PROPERTY.

5. **ANNEXATION FEES:** The Village and PETITIONER agree that the annexation fees set forth in the Village Code are waived and shall not be assessed.

6. **FUTURE VILLAGE ORDINANCES:** PETITIONER agrees that nothing contained in this Agreement is intended to limit, restrict or in any way impair the right, power or ability of the Village to pass and adopt new or different ordinances, regulations and fees of any kind or nature whatsoever during the life of this Agreement, and the PETITIONER further agrees that any such new or different ordinances, regulations and fees shall apply in full, and without limitation or restriction to and upon the PROPERTY, except as to those rights expressly set forth in this Agreement and further except as follows:

   (a) More restrictive requirements: If during the term of this Agreement, the provisions of the existing ordinances and regulations of the Village which may relate to the development, subdivision, construction of improvements, buildings, appurtenances, and all other development of any kind and character on the PROPERTY, are amended or modified in any manner so as to impose more stringent requirements in the development, subdivision or construction referred to therein, such
increased requirements shall be effective as applied to the PROPERTY as long as such changes are applied in a non-discriminatory manner throughout the Village on all similarly zoned parcels. However, any such more restrictive requirements shall still apply relative to the PROPERTY even if such requirements do not apply to other properties by virtue of annexation or development agreements.

(b) Less restrictive requirements: If during the term of this Agreement, the provisions of the existing ordinances and regulations of the Village, which may relate to the development, subdivision, construction of improvements, buildings, appurtenances, and all other development of any kind and character on the PROPERTY, are amended or modified in any manner so as to impose less stringent requirements in the development, subdivision or construction referred to therein, then the benefit of such less restrictive requirements shall inure to the benefit of the Petitioner, notwithstanding anything to the contrary contained herein, and the PETITIONER may elect to proceed with respect to the development of, or construction upon the PROPERTY, with the less restrictive amendment or modification applicable generally to all properties within the Village.

7. CONTINUITY OF OBLIGATIONS: This Agreement shall inure to the benefit of and be binding upon the assignees and successors in title of the PETITIONER, and upon successor corporate authorities of the Village.

8. CONFLICTS WITH STATUTES - COURT DECISIONS, ETC.: In the event that any one or more of the provisions of this Annexation Agreement or ordinances or resolutions arising therefrom do not comply with any one or more provisions of the Illinois Compiled Statutes, Court decisions or the rules and regulations of any state agency, the Village agrees to fully cooperate with the PETITIONER, and its assignees or successors in title, to effectuate compliance or to obtain modification of such provisions which shall include, but not be limited to, the passage of ordinances or resolutions to accomplish modification or compliance with the applicable provisions of the Illinois Statutes, Court decisions, or rules and regulations promulgated by state agencies, or any other applicable governmental unit, board or agency having jurisdiction in the matter.

9. SEPARABILITY OF PROVISIONS: The provisions of this Agreement shall be deemed to be separable, and if any section, paragraph, clause, provision or item of this Agreement shall be held invalid, the invalidity of such section, paragraph, clause, provisions or item shall not affect any other provision of this Agreement.

10. WAIVER OF CLAIMS: The Parties understand and expressly agree that they are entering into this Agreement freely and voluntarily. PETITIONER waives, releases, remises, and discharges the Village and its respective present and former officers, members (individually and collectively), agents, servants, administrators, employees,
successors, representatives, attorneys and assigns, and each and every one of them, of and from any and all claims, demands, liens, obligations, and actions or causes of actions of every kind or nature, at law or equity, which Petitioner may now have or claim to have or which may hereafter accrue, whether known or unknown, anticipated or unanticipated, against the Village growing out of the Agreement other than a claim or cause or action arising out of or related to the willful or wanton breach of this Agreement.

11. **INTEGRATION AND AMENDMENT:** This Agreement is the final agreement of the parties and it sets forth all promises, inducements, agreements, conditions and understandings between PETITIONER and Village relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied between them other than are herein set forth or otherwise referred to in this Agreement. No alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and duly executed by each of them. The recitals to this Agreement and all exhibits to this Agreement are expressly incorporated herein by this reference hereto.

12. **TIME OF ESSENCE:** Time is of the essence of this Agreement.

13. **AUTHORIZED EXECUTION:** The parties executing this Agreement on behalf of the Village represent and warrant that they have been duly authorized to execute this Agreement as the act and deed of the Village. The parties executing this Agreement on behalf of the PETITIONER represent and warrant that they have been duly authorized to execute this Agreement as the act and deed of the PETITIONER and have been freely and voluntarily made by the PETITIONER as an inducement for the Village to enter into this Agreement.

14. **PREPARATION AND CONSTRUCTION OF AGREEMENT:** The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning. It does not create any third party beneficiaries or create or establish any rights in or for third parties. The parties have consulted with their respective attorneys regarding this Agreement (or have had an adequate opportunity to consult with an attorney and have chosen not to do so) and no portion of this Agreement shall be construed against a party by virtue of that party or its attorneys drafting all or part of this Agreement.

15. **DEFENSE OF AGREEMENT:** Should any person bring a cause of action before any court of competent jurisdiction challenging the Village’s lawful authority to annex the PROPERTY, challenging the methods or procedures by or through which the parties annexed the PROPERTY to the Village, the parties agree that they shall fully cooperate to defend such cause of action.
16. **NOTICES:** Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be delivered to or mailed by Certified Mail, Return Receipt Requested, as follows:

FOR THE VILLAGE:  
Village Clerk  
Village of Spring Grove  
7401 Meyer Road  
Spring Grove, Illinois 60081

FOR THE VILLAGE’S ATTORNEY:  
Scott Puma  
Ancel, Glink, Diamond, Bush, DiCianni & Kraftshefer, P.C.  
175 E. Hawthorn Parkway, S. 145  
Vernon Hills, Illinois 60061

FOR THE PETITIONER:  
Nicolas Del Rio  
3119 Route 12  
Spring Grove, Illinois 60081

Notices shall be deemed effectively given as of the date which is two business days following the date of the post mark by U. S. Postal Service or as of the date of delivery, if delivered in person.

17. **DEFENSE, REAFFIRMATION AND DISCONNECTION AND RESCISSION OF AGREEMENT:** The Village and PETITIONER shall take all actions necessary or appropriate to defend the validity of the Agreement and all actions taken and all documents executed pursuant to or in connection with this Agreement. The parties respectively agree to do all things necessary or appropriate to cause the PROPERTY to be duly and validly annexed to the Village as soon as practicable after the execution of this Agreement.

Should any person bring a cause of action before any court of competent jurisdiction challenging the Village’s lawful authority to annex and zone the PROPERTY or challenging the methods or procedures by or through which the parties purported to cause the PROPERTY to be annexed and zoned to the Village, the parties agree that they shall fully cooperate to defend such action. Should a court of competent jurisdiction finally determine that annexation of the PROPERTY was defective because of the failure of the parties to follow a procedural requirement constituting a valid precondition to proper annexation of the PROPERTY, the parties agree to promptly cause the PROPERTY to be reannexed to the Village in a manner which satisfies all procedural requirements.

Provided that the Village annexes and zones the PROPERTY, as provided herein, the PROPERTY shall not be disconnected (de-annexed) from the corporate boundaries of the Village unless the parties or their successors mutually agree in writing to the disconnection.
18. **COVENANT AND RECORDING:** This Agreement shall be filed of record with the Recorder of Deeds of McHenry County, Illinois, and the terms and provisions hereof shall be deemed for all legal intents and purposes to constitute covenants affecting the PROPERTY, which shall run with such PROPERTY and be binding upon all successor owners thereof.

19. **GOVERNING LAW:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois and jurisdiction for any dispute shall be in the Circuit Court for the 22nd Judicial Circuit, McHenry County, Illinois. Each party expressly waives its right to trial by jury in the event of litigation regarding this Agreement or any cause of action arising hereunder.

20. **REMEDIES:**

   A. Upon a breach of this Agreement, either of the parties, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained or may be awarded damages for failure of performance or both. No action taken by any party hereto pursuant to the provisions of this paragraph or pursuant to the provisions of any other paragraph of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any party at law or in equity. In the event of a breach or the failure of PETITIONER to comply with any of the provisions of paragraph 3 of this Agreement, the Village may elect to bring an enforcement action through its Administrative Adjudication procedures.

   B. In the event of a material breach of this Agreement, the parties agree that the party alleged to be in breach shall have 30 days after written notice of said breach to correct the same prior to the non-breaching party’s seeking of any remedy provided for herein (provided, however, that said 30-day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same).

   C. If either of the parties shall fail to perform any of its obligations hereunder, and the party affected by such default shall have given written notice of such default to the defaulting party, and such defaulting party shall have failed to cure such default within 30 days of such default notice then, in addition to any and all other remedies that may be available, either in law or equity, the party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default. In such event, the defaulting party hereby agrees to pay and reimburse the party affected by such default for all reasonable costs and expenses (including attorneys’ fees and litigation expenses) incurred by it in connection with action taken to cure such default.
D. The failure of the parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party’s right thereafter to enforce any such term, covenants, agreement or condition, but the same shall continue in full force and effect.

E. If the performance of any covenant to be performed hereunder by either party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include acts of God, war, acts of civil disobedience, strikes or similar acts), the time for such performance shall be extended by the amount of time of such delay.

21. **EFFECTIVE DATE:** The “Effective Date” of this Agreement shall be the date of its approval by the corporate authorities of the Village.

22. **AMENDMENTS:** The parties agree that this Agreement and any Exhibits attached hereto may be amended only by the mutual written consent of the parties, by adoption of an ordinance by the Village approving said amendment as provided by law and the execution of said amendment by the parties or their successors in interest.

23. **SURVIVAL:** The provisions contained herein shall survive the annexation of the PROPERTY and shall not be merged or expunged by the annexation of the PROPERTY to the Village.

**IN WITNESS WHEREOF,** the parties have hereunto caused this Agreement to be duly executed the day and year first above written.

**VILLAGE OF SPRING GROVE,** an Illinois Municipal Corporation

By: ____________________________________

Mark Eisenberg, Village President

**ATTEST:** ____________________________________

Sandi Rusher, Village Clerk
EXHIBIT A

Legal Description

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 46 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER 224.2 FEET TO A POINT; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 91 DEGREES AND 29 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, 512.70 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES AND 22 MINUTES MEASURED TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, 423 FEET; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES AND 39 MINUTES MEASURED TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, 499.35 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE NORTH ALONG SAID EAST LINE 200 FEET MORE OR LESS TO THE PLACE OF BEGINNING IN McHENRY COUNTY, ILLINOIS

The Property Index Number (PIN) of the Subject Property is 04-26-403-014.
EXHIBIT B

Plat of Annexation
EXHIBIT C

Depiction of Buildings
EXHIBIT D

Rules Governing the Keeping of Chickens on the Property

A. No more than six (6) hen chickens may be kept on the PROPERTY at any one time.

B. It shall be unlawful to keep roosters on the PROPERTY. However, if the gender of a chick cannot be determined at hatching, a chick of either gender may be kept on the PROPERTY for no more than six (6) months.

C. No commercial activity will result from the keeping of chickens on the PROPERTY. There shall be no selling eggs or chickens at the PROPERTY.

D. Chickens shall be kept in coops and fenced runs at all times. Chickens shall be kept in coops from dusk to dawn.

E. Chicken coops and runs shall be an accessory building or structure under the Village’s Zoning Ordinance and shall meet the following standards:

1. Chicken coops and runs shall be kept in the effective rear yard and shall be located at least one hundred (100) feet from any lot line and one hundred (100) feet from any other structure.

2. The facility shall be kept in good repair, maintained in a clean and sanitary condition, and free of vermin, obnoxious smells, and substances. The facility shall not create a nuisance or disturb neighboring residents due to noise, odor, damage, or threats to public health and shall be cleaned of droppings, uneaten feed, feathers and other waste with such frequency as is necessary so the chicken coop and/or run does not become a nuisance.

3. The chicken coop and run shall be designed to ensure the health and well being of the chickens is not endangered by the manner of keeping or confinement. To this end, chicken coops and runs shall protect the chickens from predators and trespassers and shall offer protection from weather including cold temperatures.

F. The chicken coop and run shall be adequately lighted and ventilated.

G. No storage of chicken manure is permitted within one hundred (100) feet of the lot line.

H. The slaughtering of chickens on the Property is prohibited.

I. The provisions of the Annexation Agreement and this Exhibit D are limited to the Petitioner and no other person or successor shall be entitled to keep chickens on the Property. Upon the conveyance or assignment of an interest in the Property by Petitioner such that Petitioner does not retain an ownership interest in the Property, the right to keep chickens shall cease and be of no further force and effect.
ORDINANCE 2016-XX

AN ORDINANCE
ANNEXING CERTAIN TERRITORY
TO THE VILLAGE OF SPRING GROVE
McHENRY COUNTY, ILLINOIS

WHEREAS, a written petition, signed by the legal owners of record hereinafter described, has been filed with the Village Clerk of the Village of Spring Grove, McHenry County, Illinois; and

WHEREAS, there are no electors residing within said property; and

WHEREAS, the property is not within the corporate limits of any municipality, but is adjacent to and contiguous with the Village of Spring Grove; and

WHEREAS, all Petitions and other necessary legal requirements have been fulfilled in the filing of the Petition with the Village in accordance with the Illinois Municipal Code; and

WHEREAS, it is in the best interest of the Village to annex the property.

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

Section 1: The above stated recitals are incorporated by reference.

Section 2: That the following described property is hereby annexed to the Village of Spring Grove, McHenry County, Illinois:

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 46 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER 224.2 FEET TO A POINT; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 91 DEGREES AND 29 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, 512.70 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES AND 22 MINUTES MEASURED TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, 423 FEET; THENCE EASTERLY ALONG A
LINE FORMING AN ANGLE OF 89 DEGREES AND 39 MINUTES MEASURED TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, 499.35 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE NORTH ALONG SAID EAST LINE 200 FEET MORE OR LESS TO THE PLACE OF BEGINNING IN McHENRY COUNTY, ILLINOIS

Subject Address: 3119 Route 12, Spring Grove, Illinois 60081
P.I.N.: 04-26-403-014

Section 3: That attached hereto and made a part hereof this Ordinance is a Plat of Annexation, which accurately describes the property that is hereby annexed to the Village of Spring Grove. Said map is labeled Exhibit “A”.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this 1st day of March, 2016.

AYES:
NAYS:
ABSENT:
ABSTAIN:

APPROVED this 1st day of March, 2016.

VILLAGE OF SPRING GROVE

Mark R. Eisenberg, Village President

ATTEST:________________________
Sandi Rusher, Village Clerk
ORDINANCE NO. 2016-XX

AN ORDINANCE AUTHORIZING THE VILLAGE PRESIDENT’S EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT REGARDING THE VILLAGE OF SPRING GROVE’S ECONOMIC INCENTIVE ABATEMENT

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., further authorize intergovernmental cooperation; and

WHEREAS, the Illinois Property Tax Code, 35 ILCS 200/18-165, states that any taxing district may, after the determination of the assessed valuation of property within its corporate boundaries, order the clerk of that county to abate any portion of its taxes on commercial or industrial property; and

WHEREAS, the Village has expressed an interest in providing economic incentives for the development and growth of new and existing commercial and industrial businesses and has established an economic incentive program to abate a percentage of ad valorem real estate taxes for up to three (3) years; and

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Spring Grove, McHenry County, as follows:

SECTION 1: The above-stated recitals are incorporated by this reference.

SECTION 2: The Intergovernmental Agreement regarding the Village of Spring Grove’s Economic Incentive Abatements, bearing the date of March 1, 2016 between the Village of Spring Grove, Richmond Burton Community High School District 157, Nippersink School District 2, Spring Grove Fire Protection District, Richmond Township, Burton Township and the Nippersink Library District is attached to this ordinance and incorporated herein by reference as Exhibit “A”.

SECTION 3: The Village President and Village Clerk are authorized to execute the Agreement and any and all documents necessary to effectuate the intentions of the said Agreement.
SECTION 4: This Ordinance shall be in full force and effect from and after passage and approval.

Passed this 1st day of March, 2016.

Ayes: .
Nays: .
Absent: .
Abstain: .

Village of Spring Grove

_______________________________
Mark R. Eisenberg, Village President

ATTEST: _______________________________
Sandi Rusher, Village Clerk