



VILLAGE OF SUGAR GROVE BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES

FROM: DANIELLE MARION, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: RESOLUTION: AGREEMENT WITH MOTEL OWNERS

AGENDA: JANUARY 20, 2026

DATE: JANUARY 14, 2026

ISSUE

Shall the Village Board approve a resolution authorizing the Village President to sign an agreement with the Sugar Grove Motel Owners, RNSL Properties, in regards to the adjudication case filed against them.

DISCUSSION

The Village has cited the Sugar Grove Motel for numerous violations that proceeded to an adjudication hearing. Attached is an agreement between the Village of Sugar Grove and the owners of the property that will remediate the outstanding violations.

COST

The cost associated to this is any attorney fees.

ATTACHMENTS

- Resolution authorizing the Village President to sign and Agreement between the Village and RNSL Properties.
- Agreement between the Village of Sugar Grove and RNSL Properties

RECOMMENDATION

That the Village Board discuss approve the resolution authorizing the Village President to sign an agreement between the Village and RNSL Properties.



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

RESOLUTION NO.: 20260120CD1

**A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO SIGN AN AGREEMENT
BETWEEN THE VILLAGE OF SUGAR GROVE AND RNSL PROPERTIES, LLC**

WHEREAS, the Village of Sugar Grove has cited RNSL Properties for numerous violations and has proceeded into adjudication on the violations; and,

WHEREAS, the Village and RNSL Properties, LLC have come to an agreement that will remediate the outstanding violations.

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

The Village President is hereby authorized to sign the agreement between RNSL Properties, LLC and the Village of Sugar Grove as presented.

PASSED AND APPROVED by the President and the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this 20th, day of January, 2026.

Sue Stillwell, Village President

Tracey R. Conti, Village Clerk

BOARD VOTE:

	Aye	Nay	Absent	Abstain	Recuse
Trustee Heidi Lendi	_____	_____	_____	_____	_____
Trustee Matthew Bonnie	_____	_____	_____	_____	_____
Trustee Sean Michels	_____	_____	_____	_____	_____
Trustee Anthony Speciale	_____	_____	_____	_____	_____
Trustee Nora London	_____	_____	_____	_____	_____
Trustee Michael Roskopf	_____	_____	_____	_____	_____

DEMOLITION AGREEMENT

The Village of Sugar Grove, Illinois, an Illinois Municipal Corporation, of 160 S. Municipal Drive, Suite 110, Sugar Grove, IL 60554 (the “Village”) RNSL Properties, LLC of 45 Hillcrest Dr., Sugar Grove, IL 60554 (“RNSL”) (individually a “Party” and collectively, the “Parties”) voluntarily agree to enter and execute this Demolition Agreement (the “Agreement”), as follows:

WHEREAS, the Village is an Illinois municipality pursuant to the provisions of Article VII, Section 6, of the Illinois Constitution of 1970;

WHEREAS, RNSL is the property owner record of a property located at the address commonly known as 1650 W. Rt. 30, Sugar Grove, IL 60554 (the “Property”);

WHEREAS, the Village has initiated an administrative enforcement action against RNSL before the Village of Sugar Grove Administrative Ordinance Hearing Division, with Case Number of BD CD 0050 (the “Enforcement Action”) for numerous property maintenance code violations, including maintain the Property in an unsafe manner; and

WHEREAS, the parties wish to set forth their understanding regarding their responsibilities, liability, indemnification, and other conditions associated with the demolition.

NOW, THEREFORE, for and in consideration of the provisions, covenants, and mutual promises contained herein, and of other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. **Recitals.** The Recitals set forth above shall be incorporated and made a part of the covenants of this Agreement.
2. **Statement of Work.** RNSL agrees, at its own cost and expense, to demolish and remove, or contract to demolish and remove, all structures located on the Property. To complete the demolition RNSL shall:
 - a. Ensure that any structures on the Property are completely vacant; and
 - b. Completely remove, or cause to be completely removed all structures (including both the current motel and single family residence), the parking lot and all foundations; and
 - c. Remove any buried plumbing, electrical and/or septic systems; and
 - d. Remove any debris resulting from the demolition; and
 - e. Properly return the property to open space, including proper revegetation of the Property.
3. **Completion and Restoration Date:** RNSL shall complete the demolition and Restoration of the Property by April 30, 2026.
4. **Extensions:** The Parties, by mutual written agreement, may extend the completion date. The Village shall act in good faith in granting extensions if RNSL is seeking an

extension and RNSL can demonstrate demonstrable progress towards completing the demolition.

5. **Compliance:** RNSL shall comply with all applicable ordinances and regulations, including permitting requirements, of the Village. RNSL shall not commence demolition until it has procured the proper permits from the Village.
6. **Standards:** The standard for completion of the demolition and restoration shall be set by the Village. If the Village shall deem that any portion of the demolition and /or restoration does not comply with the applicable Village Code of Ordinances, the Village shall provide notice of the deficiency to RNSL pursuant to Section 28 of this Agreement. RNSL shall have ten business days from the date of receipt of the notice of deficiency to remedy the deficiency. If RNSL shall fail to remedy the deficiency within the ten business day period, the Village may, at its sole discretion, resume enforcement actions in accordance with Section 8 of this Agreement.
7. **Dismissal:** Upon successful completion of the demolition, as determined by the Village, the Village shall dismiss the Enforcement Action.
8. **Resumption of Enforcement Action:** Time is of the essence. The Village shall resume the Enforcement Action if any of the following conditions are met:
 - a. RNSL has not completed all demolition on the Property by the Completion Date set forth in Section 3, and no extension has been agreed upon by the Parties;
 - b. RNSL fails to complete demolition at the Property in a manner and to a standard as approved by the Village; and/or
 - c. RNSL has ceased demolition activities at the Property.
9. **Reporting:** On a monthly basis, RNSL shall report to the Village of the progress it has made towards complying with this Agreement. Reports shall be made to Danielle Marion, Community Development Director at dmarion@sugargroveil.gov.
10. **RNSL Standard of Care:** RNSL represents, certifies, and warrants that it shall perform and complete the demolition, or ensure that the demolition, is completed in a manner consistent with the level of care, skill, and diligence exercised by other recognized Contractors in the Sugar Grove area, under similar circumstances at the time the demolition is performed. RNSL agrees that all employees and subcontractors shall have sufficient skill and experience to perform the demolition assigned to them. The representations, certifications, and warranties expressed herein shall be in addition to any other representations, certifications, and warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village. RNSL shall perform, at its own cost and expense and without reimbursement from the Village, any services or work necessary to correct errors or omissions which are caused by RNSL's failure to comply with the standard of care provided for herein. Any employee or subcontractor of RNSL who is determined by the Village to be uncooperative,

incompetent, a threat to the adequate or timely completion of the demolition, a threat to the safety of persons or property, or any employee or subcontractor who fails or refused to perform the demolition in a manner acceptable to the Village, shall be promptly removed by RNSL and shall not be re-employed to perform any of the demolition.

11. **Release.**

- a. To the greatest extent permitted by law, RNSL and its attorneys, insurers, successors, predecessors, heirs, beneficiaries, and assigns agree to release and forever discharge the Village from and regarding all claims they have or might have as of the time of the execution of this Agreement, whether known or unknown, arising from the Village's provision of the Services. By way of explanation, but not limiting its completeness, RNSL hereby fully, finally, and unconditionally releases, compromises, waives, and forever discharges the Village from and for any and all claims, liabilities, suits, discrimination, or other charges, personal injuries, demands, debts, liens, damages, costs, grievances, injuries, actions, or rights of action of any nature whatsoever, known or unknown, liquidated or unliquidated, absolute or contingent, in law or in equity, which were or was or could have been filed with any federal, state, local, or private court, agency, arbitrator, or any other entity, based the Village's provision of the Services.
- b. To the greatest extent permitted by law, the Village and its attorneys, insurers, successors, predecessors, heirs, beneficiaries, and assigns agree to release and forever discharge RNSL from and regarding all claims they have or might have as of the time of the execution of this Agreement, whether known or unknown, arising from RNSL's ownership and operation of the Property, other than for breaches of this Agreement. By way of explanation, but not limiting its completeness, the Village hereby fully, finally, and unconditionally releases, compromises, waives, and forever discharges RNSL from and for any and all claims, liabilities, suits, discrimination, or other charges, personal injuries, demands, debts, liens, damages, costs, grievances, injuries, actions, or rights of action of any nature whatsoever, known or unknown, liquidated or unliquidated, absolute or contingent, in law or in equity, which were or was or could have been filed with any federal, state, local, or private court, agency, arbitrator, or any other entity, based upon RNSL's ownership or operation of the Property, other than for breaches of this Agreement. The Village's release of RNSL shall not survive RNSL's violation of this Agreement. Should RNSL breach this Agreement, the Village's release of RNSL is terminated and the Village may pursue any available remedies at law against RNSL.

12. **Headings.** The Headings of this Agreement are inserted only as a matter of convenience and for reference and are in no manner intended to define, limit, or

describe the scope of intent of any provision of this Agreement, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

13. **Neutral Construction.** The language of all of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties, regardless of who drafted the Agreement. Further, gender-specific language is to be interpreted in its most reasonable fashion for the Agreement; section or paragraph titles are irrelevant to interpretation of this Agreement; use of capitalization is irrelevant to interpretation of this Agreement.
14. **Complete Agreement.** This Agreement sets forth all of the terms and conditions of the agreement and understanding between the Parties concerning the subject matter hereof and any prior oral or written communications are superseded by this Agreement. The Parties understand and agree that all of the terms and promises of this Agreement are contractual and not a mere recital.
15. **Effect on Previous Agreements.** This Agreement supersedes any and all prior agreements, understandings, and communications between the Parties.
16. **Amendment.** This Agreement may be amended only by a written document signed by RNSL and the Village.
17. **Severability.** In the event that any of the provisions of this Agreement are found by a judicial or other tribunal to be unenforceable, the remaining provisions of this Agreement will remain enforceable.
18. **Right to Counsel.** RNSL ACKNOWLEDGES THAT IT WAS INFORMED THAT IT HAS THE RIGHT TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT AND THAT THIS PARAGRAPH SHALL CONSTITUTE WRITTEN NOTICE OF THE RIGHT TO BE ADVISED BY LEGAL COUNSEL. ADDITIONALLY, RNSL ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY COMPETENT LEGAL COUNSEL IN CONNECTION WITH THE REVIEW AND EXECUTION OF THIS AGREEMENT AND THAT IT HAS HAD AN OPPORTUNITY TO AND DID NEGOTIATE OVER THE TERMS OF THIS AGREEMENT.
19. **Acknowledgement of Contents and Effect.** RNSL declares that it and its attorney and authorized agents (if any) have completely read this Agreement and acknowledge that it is written in a manner calculated to be understood by RNSL. RNSL fully understands its terms and contents, including the rights and obligations hereunder, and freely, voluntarily, and without coercion enters into this Agreement. Further, RNSL agrees and acknowledges that it has had the full opportunity to investigate all

matters pertaining to claims and that the waiver and release of all rights or claims he may have under any local, state, or federal law is knowing and voluntary.

20. **Counterparts/Authority.** This Agreement may be executed in Counterparts, each of which shall be an original and all of which together shall constitute one and the same document. The signatories below to the Agreement expressly state and affirm that they have the actual authority to execute this Agreement on behalf of each Party.
21. **Choice of Law.** The Parties agree that this Agreement shall be deemed to have been executed and delivered within the State of Illinois and shall in all respects be governed, interpreted, and enforced in accordance with the laws of the State of Illinois exclusive of its conflicts of laws provisions.
22. **Jurisdiction.** This Agreement and any legal actions concerning its validity, interpretation, and performance between the Parties arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois, County of Kane.
23. **Waiver.** The waiver by either Party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Either Party, in its sole discretion may waive any right conferred upon such Party by this Agreement; provided that such waiver shall only be made by giving the other Party written notice specifically describing the right waived.

Nothing in this Agreement shall be construed as a waiver of any and all privileges, immunities, or defenses provided to or enjoyed by the Village under common law or pursuant to statute, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/2-101 et. seq.

24. **Authority.** The signatory on behalf of each Party has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
25. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this Section shall be construed to permit the assignment of this Agreement.
26. **Good Faith of Parties.** In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or

unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

27. **Assignability.** In no event may either Party assign this Agreement or its rights herein to any third Party. The foregoing restriction to the contrary notwithstanding,
28. **Notice.** Any notice, termination, waiver, request, demand, or other communication provided for by this Agreement shall be in writing and shall be deemed to have been duly received upon: (A) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (B) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; or (C) upon receipt, or refusal, as the case may be, after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below or to such other address as either Party may specify in writing.

To Village: Village of Sugar Grove
Attn: Village Administrator
160 S. Municipal Drive
Suite 110
Sugar Grove, IL 60554

With a copy to: Vasselli Law
2021 Midwest Road
Suite 200
Oak Brook, IL 60523

To RNSL: Dreyer, Foote, Streit, Furgason & Slocum, P.A.
Attention: Michael W. Huseman
1999 West Downer Place
Aurora, IL 60506

[The Remainder of this Page Left Intentionally Blank]

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Village of Sugar Grove, Illinois

Name: _____

Hon. Sue Stillwell

Title: Mayor

Date: _____

RNSL:

By:  Stephen Fulton

Name: Stephen Fulton

Title: Manager

Date: January 13, 2026