

<p>Village President P. Sean Michels</p> <p>Village Clerk Cynthia Galbreath</p> <p>Village Administrator Brent M. Eichelberger</p>	 <p>10 S. Municipal Drive Sugar Grove, Illinois 60554 Phone: 630-466-4507 Fax: 630-466-4521</p>	<p>Village Trustees</p> <p>Robert Bohler Kevin Geary Mari Johnson Rick Montalto David Paluch Thomas Renk</p>
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**Agenda**  
**July 17, 2012**  
**Regular 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 for June 19, 2012 Meeting
  - b. Approval: Vouchers
  - c. Approval: Treasurer's Report
  - d. Resolution: Capital Asset Policy
  - e. Resolution: Capital Improvement Program (CIP)
  - f. Resolution: Temporary Use – Special Event at 65 1<sup>st</sup> Street/American Legion on July 21, 2012
  - g. Resolution: Temporary Use – Special Event at 65 1<sup>st</sup> Street/American Legion on August 11, 2012
  - h. Resolution: Temporary Use – Special Event at 85 Main Street/Sugar Grove Corn Boil July 27, 28, & 29, 2012
  - i. Ordinance: Amending 1-8-2 of the Village Code - Adopting Procedures for Public Comment
8. General Business
  - a. Resolution: Approving a Contract for Construction Oversight – MP/RO Area Drainage Project STAR & Subject to USACOE Permit
  - b. Resolution: Approving a Contract for Construction – MP/RO Area Drainage Project STAR & Subject to USACOE Permit
  - c. Ordinance: Amending Title 11 of the Village Code, Ordinance 20120717D – Special Use for a Wine Shop
  - d. Ordinance: Granting a Special Use for a wine shop (with service) at 26-46 Terry Drive
  - e. Ordinance: Granting Variances for 26-46 Terry Drive
  - f. Ordinance: Amending the Code of Ordinances 3-2, Liquor Control
  - g. Resolution: Amending Classes and Number of Liquor Licenses for the 2012-2013 Licensing Year
  - h. Approval: Liquor License for Wine in the Grove \*STAR
  - i. Resolution: Authorizing an Employee Leasing Agreement
  - j. Appointment: Interim Chief of Police
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

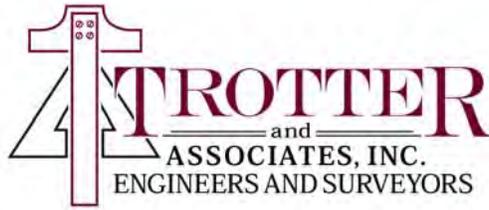
*The consent agenda is made up of items that have been previously discussed, non-controversial, or routine in subject manner and are voted on as a 'package'. However, by simple request any member of the Board may remove an item from the consent agenda to have it voted upon separately.*

*Items that are marked as \* STAR – indicate that the item is Subject to Attorney Review*

<p>Village President P. Sean Michels</p> <p>Village Clerk Cynthia Galbreath</p> <p>Village Administrator Brent M. Eichelberger</p>	 <p>10 S. Municipal Drive Sugar Grove, Illinois 60554 Phone: 630-466-4507 Fax: 630-466-4521</p>	<p>Village Trustees</p> <p>Robert Bohler Kevin Geary Mari Johnson Rick Montalto David Paluch Thomas Renk</p>
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**July 17, 2012**  
**Committee of the Whole**  
**6:30 p.m.**

1. Call to Order
2. Roll Call
3. Public Comment
4. Discussion: Amending Subdivision Standards for Sidewalks and Pathways
5. Discussion: Minor PUD Amendment - College Corners
6. Closed Session: Land Acquisition, Personnel, Litigation
7. Adjournment



# DRAFT

July 10, 2012

Anthony Speciale  
 Director of Public Works  
 Village of Sugar Grove  
 601 Heartland Drive  
 Sugar Grove, IL 60554

RE: Mallard Point Rolling Oaks Area Drainage Improvements

Dear Mr. Speciale,

The Village of Sugar Grove received ten bids for the Mallard Point Rolling Oaks Area Drainage Improvements on December 6, 2011. The low bidder was determined by a base bid, which ranged from \$871,040.38 to \$1,792,188.21 with an engineer's estimate of \$1,299,998.48. Superior Excavating asked that their bid be withdrawn due to a mathematical error. This request and the documentation was filed within the allowable time frame.

The bidders are as follows.

Bidder's Name	Order	Base Bid
Engineer's Estimate		\$ 1,299,998.48
<del>Superior Excavating</del>	<del>1</del>	<del>\$ 871,040.38</del>
Neslund	2	\$ 1,120,849.09
Bolder Contractors, Inc.	3	\$ 1,324,640.24
DuPage Topsoil	4	\$ 1,373,880.50
Swallow Construction Corp.	5	\$ 1,395,000.00
Stark & Son Trenching, Inc.	6	\$ 1,452,566.56
H. Linden & Sons	7	\$ 1,517,824.00
Trine Construction Corp.	8	\$ 1,537,063.46
Len Cox & Sons	9	\$ 1,603,097.45
Martam Construction	10	\$ 1,792,188.21

Trotter and Associates has reviewed the bid prepared by Neslund Construction Inc.. Neslund has reviewed their bid stated they are confident that "everything has been included and that the plans and specifications were clear and complete".

Trotter and Associates, Inc. recommends that the Village of Sugar Grove award the Mallard Point Rolling Oaks Area Drainage Improvements to Neslund Construction Inc. for \$1,120,849.09 plus the \$13,695 fee used to hold their bid from December 6, 2011 and Alternate #2 \$7,640 (Ditch Grading Alternate) for a total of \$1,142,184.09.

Please contact me if you have any questions.

Very Truly Yours,  
*Trotter and Associates, Inc.*

A handwritten signature in black ink, appearing to read "Mark Bushnell", with a long horizontal flourish extending to the right.

Mark Bushnell P.E.  
Senior Project Engineer

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS  
GEOFF PAYTON, STREETS & PROPERTIES SUPERVISOR  
**SUBJECT:** APPROVAL: CONTRACT AWARD FOR THE MALLARD  
POINT/ROLLING OAKS AREA DRAINAGE PROJECT  
**AGENDA:** JULY 17, 2012 REGULAR BOARD MEETING  
**DATE:** JULY 9, 2012

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**ISSUE**

Should the Village award the contract for construction of the drainage improvements for the Mallard Point/Rolling Oaks Area Drainage Project.

**DISCUSSION**

*As this item has been discussed at several meetings, a full background is not included in this report. Prior reports are available on request.*

Bids were opened on December 6, 2011 with 10 contractors supplying bids. The engineer's estimate was \$1,299,998.48 for the construction of the project. Superior Excavating was the apparent lowest responsive, responsible bidder with a contract cost of \$884,040.38. However, Superior Excavating discovered an error in their bid on two line items that amounted to a \$79,351.92 discrepancy. Superior Excavating submitted a formal written request to withdraw their bid because the discrepancy would have created a hardship for the company and it was deemed in the best interests of both parties to allow the bid to be withdrawn.

The next lowest responsive, responsible bidder was Neslund & Associates, Inc. with a contract total of \$1,142,184.09. This includes an additional fee of \$13,695.00 for Neslund holding its original bid from December 2011 and an additional \$7,640.00 for Alternative Ditch Grading necessary for the project. Staff recommends waiving a re-bidding of the project and accepting the bid from the Neslund & Associates, 115 S River Street, North Aurora, Illinois 60542, for the construction of the drainage improvements for the Mallard Point/Rolling Oaks Area Drainage Project.

A copy of Trotter and Associates Award Recommendation letter is attached. Staff recommends the Board award the contract subject to the US Army Corp of Engineers Permit and attorney review.

## **COST**

The associated costs with this project were budgeted in account 30-53-7008: Capital Improvements. This account has \$1,623,765.00 allocated for Fiscal Year 2012-13

## **RECOMMENDATION**

The Village Board approves Resolution # **20120717PW1** authorizing an agreement with Neslund & Associates, 115 S River Street, North Aurora, Illinois 60542, in the amount of \$1,142,184.09 for the construction of the drainage improvements for the Mallard Point/Rolling Oaks Area Drainage Project subject to Attorney Review.



RESOLUTION NO. 20120717PW1

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

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH NESLUND & ASSOCIATES FOR THE CONSTRUCTION OF THE DRAINAGE IMPROVEMENTS FOR THE ROLLING OAKS / MALLARD POINT DRAINAGE PROJECT.**

**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 Neslund and Associates to provide construction services for the of the drainage improvements for the Mallard Point / Rolling Oaks Area Drainage Project, 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:

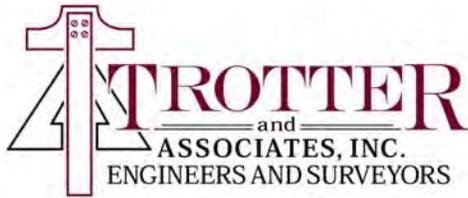
That attached hereto and incorporated herein by reference as Exhibit A is an agreement between Neslund and Associates and the Village of Sugar Grove to provide construction services for the Mallard Point / Rolling Oaks Drainage Project. The President and Clerk are hereby authorized to execute said agreement on behalf of the Village and to take such further actions as are necessary to fulfill the terms of said agreement.

Passed by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, at a regular meeting thereof held on the 17<sup>th</sup> day of July, 2012.

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

ATTEST: \_\_\_\_\_  
Cynthia Galbreath, Village Clerk,  
Village of Sugar Grove

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



July 10, 2012

Anthony Speciale  
Director of Public Works  
Village of Sugar Grove  
601 Heartland Drive  
Sugar Grove, IL  
60554

Re: Mallard Point  
Professional Services Agreement

Dear Mr. Speciale,

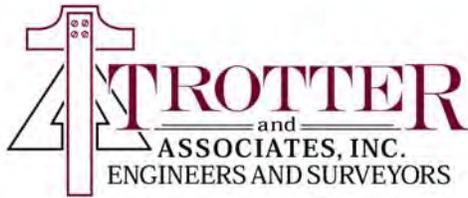
We sincerely appreciate this opportunity to offer our services. Enclosed for your review is the engineering services agreement for the referenced project. Please contact us if there are any questions or changes to the listed scope of services. If you would like to proceed with the contract, please sign and return one copy of the agreement.

Sincerely,

TROTTER & ASSOCIATES, INC.

Mark Bushnell P.E.  
Project Manager

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July 10, 2012

Anthony Speciale  
Director of Public Works  
Village of Sugar Grove  
601 Heartland Drive  
Sugar Grove, IL  
60554

**Re: Re: Proposal for Engineering Services  
Mallard Point Drainage Improvements- Construction Engineering**

Dear Mr. Speciale

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to Village of Sugar Grove (CLIENT) for the Mallard Point- Rolling Oaks Drainage Improvements. (hereinafter referred to as the "PROJECT").

This portion of the project will include construction engineering, construction layout and a follow-up services for the proposed project.

#### **Project Background and Understanding**

The area of the special assessment is the Mallard Point and Rolling Oaks Subdivisions in the Village of Sugar Grove. The area comprises approximately 264 units (which are homes, common areas, parks, a Village lift station, and a few un-built vacant lots). The common areas include open space, woods, a detention pond and a wetland area.

Early on some complaints of excess groundwater were made. Certain houses appear to have had continuous problems with groundwater infiltration causing sump pumps to run continuously for years and significant mold and water related problems. Other homes have reported intermittent problems and yet other homes have reported no groundwater problems. In the last few years, conditions apparently became worse causing residents to petition the Village to correct the conditions in the subdivision.

The Village, in cooperation with the County of Kane and the Rob Roy Drainage District began investigating the problem and potential solutions. This involved extensive technical meetings with engineers from each entity participating in the discussions to identify the problem sources and the solutions.

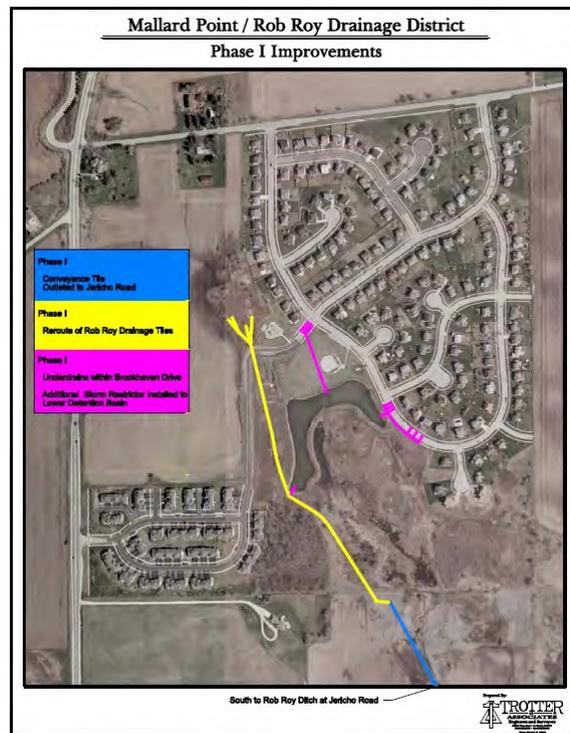
Based on these investigations, the engineers agreed that the problem is due to excessive groundwater in the subdivisions that is unable to drain out of the subdivisions at a rate sufficient to lower the groundwater table to acceptable levels (so as to reduce the risk of flooding of basements in the subdivisions). Although not all homes in the subdivisions currently are the subjects of excessive groundwater, all homes in the subdivisions contribute to the situation by being part of the integrated stormwater detention areas. Also, all homes benefit from the existence of the basin (to detain their water runoff) and wetlands as without them, the homes could not have been constructed.

There is clearly a regional problem that if not addressed will continue to affect the lives of the residents of these subdivisions.

**The Project:**

The project is intended to lower the groundwater table within the Mallard Point and Rolling Oaks Subdivisions through gravity pipes and improve the performance of the pond/wetland. The project includes the routing of flows into a bypass tile to the South and pond/wetland maintenance. In order to install the bypass tile, easements have been acquired from landowners to the south of the subdivision. The drain tile will connect from the southern areas of the subdivision all the way to Jericho Road to the South. The tile will discharge into the Rob Roy Drainage District. Additionally, pond and wetland Areas need maintenance. This includes excavation of pockets around pond inlets/outlets, removal of woody tree species and shrub species, prescribed burning of wetlands, and herbicides and planting in wetland areas. An Intergovernmental Agreement is in place allowing said connection with the Drainage District. The County of Kane has likewise approved this project and is (as shown below) participating financially in this project.

TAI will provide monitoring of the ground water level and be able to provide status reports. The engineers have also designed a second phase of the project in the event that Phase I (described above) does not fully address all the issues. This phase would solely benefit the Mallard Point portion of the Subdivisions and would be addressed in a supplemental Special Assessment proceeding. Design of Phase II is not included within this proposal and construction costs have not been included within the original proposal.



### **Project Schedule**

TAI will start work when directed to by the Village.

### **Scope of Services**

Our services will consist of customary civil engineering and surveying services and related engineering services incidental thereto, described as follows;

### **Construction Engineering Services:**

- 1) During the Construction Phase, Engineer shall:
  - a. Field meetings will be attended by the Construction Observer and meeting minutes will be produced.
  - b. Provide Full time Construction Observation to observe construction operations. This is estimated to be approximately 9 hours per day during underground utility installation, and 1 hour a day for documentation. Trotter and Associates Inc. has allocated a part time construction hours during dewatering, restoration and miscellaneous construction activities. Should additional time be requested by the owner that exceeds the project budget, it shall be considered out of scope and reimbursed on a time and material basis in accordance with the attached schedule of hourly rates.
  - c. The purpose of Engineer's representation as the Construction Observer (and assistants, if any) at the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide the Owner a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s); for safety precautions and programs incident to the work of Contractors(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing the work. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to finish and perform their work in accordance with the Contractor Documents.

- d. Review up to four pay requests and recommend approval to the Owner.
- e. Complete three punchlist inspections. Provide the Owner and Contractor with written findings of these inspections. Should additional time be requested by the owner it shall be considered out of scope and reimbursed on a time and material basis in accordance with the attached schedule of hourly rates.
- f. TAI will complete follow up on the operation of the constructed facilities including taking water level measurements and reporting to the Village. TAI has allocated twenty hours to this task.

### **Construction Staking Services**

- 2) During the Construction Staking Phase, Engineer shall:
  - a. Provide horizontal and vertical control for the improvements to enable the contractor to complete the improvements in accordance with the final plans. In total Trotter and Associates Inc. estimates a total of 430 points.
    - i. Centerline and two offsets at eat drainage structure.
    - ii. Centerline of pipe and limits of construction/easement along proposed pipe.

### **Record Drawing Services**

- 3) During the Record Drawing Phase, Engineer shall:
  - a. Prepare Record Drawings for the completed Project, based on field notes and information furnished by Contractor(s), as required by the reviewing agencies.

Changes to the scope of services outlined in this agreement shall be authorized through execution of an Exhibit D - Contract Addendum.

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***For Basic Services Having A Determined Scope -- Standard Hourly Rates Method of Payment Not To Exceed***

An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit B.

The total compensation for services will not exceed \$ 116,840 based on the following distribution of compensation:

Construction Phase	\$	91,600
Construction Staking	\$	20,610
Record Drawing Phase	\$	4,630

ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT. The total estimated compensation for ENGINEER's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses and ENGINEER's Consultant's charges. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1<sup>st</sup> to reflect equitable changes in the compensation payable to ENGINEER.

### **Miscellaneous**

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and CLIENT shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall CLIENT'S approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement.

In the event CLIENT uses a purchase order form or other CLIENT developed document to administer this Agreement, the use of such documents shall be for the CLIENT's convenience only, and any provisions, terms or conditions within the CLIENT developed document shall be deemed stricken, null and void. Any provisions, terms or conditions which the CLIENT would like to reserve shall be added to Exhibit C – Supplemental Conditions and agreed to by both parties.

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**Contents of Agreement**

This Letter Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CLIENT:

Village of Sugar Grove

By: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Address for giving notices:  
10 S Municipal Drive  
Sugar Grove, IL 60554

Designated Representative  
\_\_\_\_\_

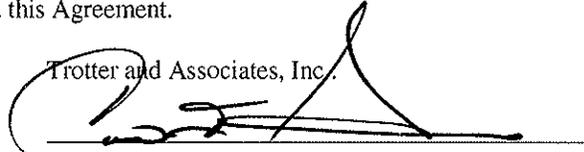
Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Trotter and Associates, Inc.



By: Mark E. Bushnell

Title: V.P.

Date Signed: 7-10-12

Address for giving notices:  
40W201 Wasco Road Suite D  
St. Charles, IL 60175

Designated Representative  
Mark Bushnell

Title: Senior Project Engineer

Phone Number: 630-587-0470

Facsimile Number 630-587-0470

E-Mail Address: m.bushnell@taiengr.com

**ATTACHMENTS:**

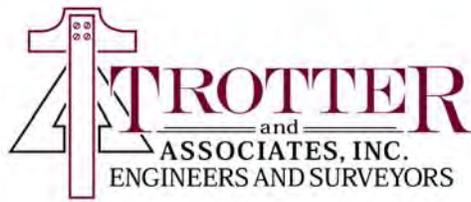
EXHIBIT A – STANDARD TERMS AND CONDITIONS

EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM

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CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_

**EXHIBIT A  
STANDARD TERMS AND CONDITIONS**

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**ARTICLE 1 - SERVICES OF ENGINEER**

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**1.01 Scope**

- A. ENGINEER shall provide the Professional Services set forth herein and in the Letter Agreement.
- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Services.

**ARTICLE 2 - CLIENT'S RESPONSIBILITIES**

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**2.01 General**

- A. Provide ENGINEER with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - 1. Property descriptions.
  - 2. Zoning, deed, and other land use restrictions.
  - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
  6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Exhibit D - Addendum of the Agreement as required.
- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  2. Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or ENGINEER reasonably requests.
  3. Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
  4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to CLIENT's anticipated costs for services to be provided by others for CLIENT so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If CLIENT designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the Site, the duties, responsibilities, and limitations of authority of such other party shall be disclosed to the ENGINEER and coordinated in relation to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as CLIENT determines necessary to verify:
1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
  2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs 2.01.O and P.

## ARTICLE 3 - TIMES FOR RENDERING SERVICES

### 3.01 General

- A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates

and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

- C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

### 3.02 Suspension

- A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement.
- B. If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

## ARTICLE 4 - PAYMENTS TO ENGINEER

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### 4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- A. *For Basic Services.* CLIENT shall pay ENGINEER for Basic Services performed or furnished under as outlined in the Letter Agreement
- B. *For Additional Services.* CLIENT shall pay ENGINEER for Additional Services performed or furnished as outlined in Exhibit D.
- C. *For Reimbursable Expenses.* CLIENT shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B.

### 4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT by ENGINEER, unless otherwise agreed.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

### D. Payments Upon Termination.

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice CLIENT and will be paid in accordance with Exhibit B for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
2. In the event of termination by CLIENT for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.

- E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.

- F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

## ARTICLE 5 - OPINIONS OF COST

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### 5.01 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator.

### 5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit is established between CLIENT and ENGINEER, such Construction Cost limit and a

statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit C - Supplemental General Conditions.

### 5.03 Opinions of Total Project Costs

- A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

## ARTICLE 6 - GENERAL CONSIDERATIONS

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### 6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.
- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.
- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and

CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.
- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of ENGINEER.
- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

### 6.02 Authorized Project Representatives

- A. Contemporaneous with the execution of this Agreement, ENGINEER and CLIENT shall designate specific individuals to act as ENGINEER's and CLIENT's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

### 6.03 Design without Construction Phase Services

- A. Should CLIENT provide Construction Phase services with either CLIENT's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the Letter Agreement.
- B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or

any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

#### 6.04 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- B. Copies of CLIENT-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.
- E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.
- F. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

- H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates as defined in Exhibit B.

#### 6.05 Insurance

- A. ENGINEER shall procure and maintain insurance as set forth below:
  - 1. Workers Compensation & Employer's Liability
    - a. Each Occurrence: \$1,000,000
  - 2. General Liability
    - a. Each Occurrence: \$1,000,000
    - b. General Aggregate: \$2,000,000
  - 3. Excess or Umbrella Liability
    - a. Each Occurrence: \$5,000,000
    - b. General Aggregate: \$5,000,000
  - 4. Automobile Liability
    - a. Combined Single Limit (Bodily Injury and Property Damage):  
Each Accident \$1,000,000
  - 5. Professional Liability
    - a. Each Occurrence: \$2,000,000
    - b. General Aggregate: \$2,000,000
- B. CLIENT shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by CLIENT which are applicable to the Project.
- C. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project
- D. CLIENT and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage.
- E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
- F. At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by CLIENT, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

### 6.06 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
1. *For cause,*
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
    - b. By ENGINEER:
      - 1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.
      - 3) ENGINEER shall have no liability to CLIENT on account of such termination.
    - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  2. *For convenience,*
    - a. By CLIENT effective upon the receipt of notice by ENGINEER.
- B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

### 6.07 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

### 6.08 Successors, Assigns, and Beneficiaries

- A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of

CLIENT and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

- B. Neither CLIENT nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

### 6.09 Dispute Resolution

- A. CLIENT and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.
- B. If and to the extent that CLIENT and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit C, "Supplemental Conditions."

### 6.10 Hazardous Environmental Condition

- A. CLIENT represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- B. CLIENT has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.
- C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
- D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option

and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

- E. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.
- F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

#### 6.11 Allocation of Risks

##### A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.
2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.
3. To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER, and all other negligent entities and individuals.
4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent

permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by CLIENT and ENGINEER in Exhibit C, "Supplemental Conditions," if any.

#### 6.12 Notices

- A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

#### 6.13 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

#### 6.14 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 6.15 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

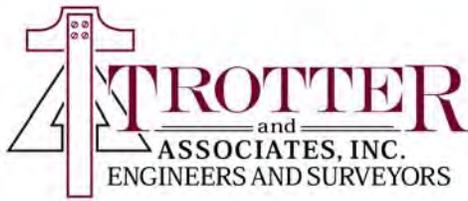
#### 6.16 Headings

- A. The headings used in this Agreement are for general reference only and do not have special significance.

#### 6.16 Definitions

- A. Defined terms will be in accordance with EJCDC No. 1910-1 (1996 Edition)

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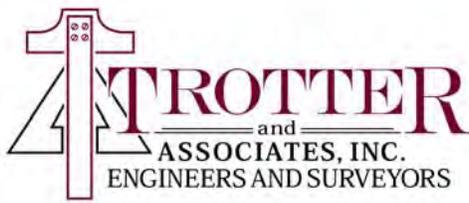
CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_

**EXHIBIT B  
SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES**

2012 Schedule of Hourly Rates		2012 Reimbursable Expenses		
Classification	Billing Rate	Item	Unit	Unit Price
Principal	\$186.00	Engineering Copies 1- 249 Sq. Ft.	Sq. Ft.	\$0.29
Senior Project Manager	\$178.00			
Project Manager	\$160.00	Engineering Copies 250-999 Sq. Ft.	Sq. Ft.	\$0.27
Professional Land Surveyor	\$150.00	Engineering Copies 1000-3999 Sq. Ft.	Sq. Ft.	\$0.25
Project Coordinator	\$150.00			
Senior Project Engineer	\$150.00	Engineering Copies 3999 Sq. Ft. & Up	Sq. Ft.	\$0.23
Engineer Level IV	\$140.00	Mylar Engineering Copies up to 24" by 36"	Each	\$8.00
Engineer Level III	\$126.00			
Engineer Level II	\$111.00	Color Presentation Grade Large Format Print	Sq. Ft.	\$2.00
Engineer Level I	\$93.25	Comb Binding > 120 Sheets	Each	\$4.75
Engineering Intern	\$44.00	Comb Binding < 120 Sheets	Each	\$3.50
Senior Technician	\$130.00	Binding Strips ( Engineering Plans)	Each	\$1.00
Technician Level IV	\$114.25	5 Mil Laminating	Each	\$1.25
Technician Level III	\$103.75	Copy 11" x 17" - Color	Each	\$0.50
Technician Level II	\$93.25			
Technician Level I	\$84.00	Copy 11" x 17" - Black and White	Each	\$0.25
Clerical Level II	\$65.00	Copy 8.5" x 11" - Color	Each	\$0.25
Clerical Level I	\$52.50			
Survey Crew	\$115.00	Copy 8.5" x 11" - Black and White	Each	\$0.12
Survey Technician Level II	\$66.00	Recorded Documents	Each	\$25.00
Survey Technician Level I	\$53.50	Plat Research	Time and Material	
Sub Consultants	Cost Plus 5%	Per Diem	Each Day	\$30.00
<i>Note: On January 1<sup>st</sup> of each year, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.</i>		Field / Survey Truck	Each Day	\$45.00
		Postage and Freight	Cost	
		Mileage	Per Mile	Federal Rate

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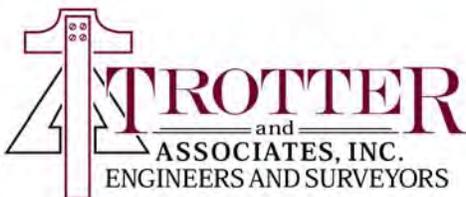


CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_

**EXHIBIT C**  
**SUPPLEMENTAL CONDITIONS**

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CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_

**EXHIBIT D  
CONTRACT ADDENDUM**

Project Name: \_\_\_\_\_

Project No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

This is an addendum attached to, made part of and incorporated by reference into the Agreement between CLIENT and ENGINEER for modification of scope and compensation for the PROJECT. All other terms and conditions of the original Agreement between CLIENT and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Contract Addendum.

The contract modifications are described below:

- 1.
- 2.
- 3.

CONTRACT SUMMARY

Original Contract Amount \$ \_\_\_\_\_

Changes Prior to This Change \$ \_\_\_\_\_

Amount of This Change \$ \_\_\_\_\_

Revised Contract Amount: \$ \_\_\_\_\_

For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.

CLIENT:

ENGINEER:

[            ]

TROTTER AND ASSOCIATES, INC.

SIGNED:

\_\_\_\_\_

\_\_\_\_\_

TITLE

TITLE

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS  
GEOFF PAYTON, STREETS / PROPERTIES SUPERVISOR  
**SUBJECT:** RESOLUTION AUTHORIZING AN AGREEMENT WITH TROTTER AND ASSOCIATES FOR CONSTRUCTION OBSERVATION OF THE ROLLING OAKS / MALLARD POINT DRAINAGE PROJECT  
**AGENDA:** JULY 17, 2012 REGULAR BOARD MEETING  
**DATE:** JULY 11, 2012

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**ISSUE**

Should the Village authorize an agreement with Trotter and Associates for construction observation of the Rolling Oaks / Mallard Point Drainage Project.

**DISCUSSION**

*As this item has been discussed at several meetings, a full background is not included in this report. Prior reports are available on request.*

Trotter and Associates have submitted an engineering agreement for observing construction of the Rolling Oaks / Mallard Point Drainage Project. The agreement includes field meetings with contractor (including minutes of those meetings), full time observation services during the construction phase, review and processing of up to 4 pay requests, completing 3 punch lists and complete follow up on operation of the improvements (including water level measurements and associated reports). Staff recommends approval of the agreement with Trotter and Associates since they have provided all other stages of the engineering services associated with this project.

The cost for Trotter and Associates, Inc. to complete the construction observation phase Rolling Oaks / Mallard Point Drainage Project is not to exceed \$116,840.00 plus the cost of professional services, outside services and reimbursable expenses. As this project was not budgeted in fiscal year 21012-13, Staff recommends the Village fund the project through the Capital Improvements account number 30-53-6303: Engineering Services.

The Trotter and Associates proposal is attached for your review. Staff recommends the Board award the contract subject to the US Army Corp of Engineers Permit and attorney review.

## **COST**

The funds for the Mallard Point / Rolling Oaks Drainage Project are included in the Fiscal Year 2012-13 Streets Capital Project Fund, account 30-53-7008: Capital Improvements. Staff recommends allocating the funds from the Capital Improvements Account to 30-53-6303: Engineering Services.

## **RECOMMENDATION**

The Village Board approves Resolution # **20120717PW2** authorizing an agreement for construction observation of the Rolling Oaks / Mallard Point Drainage Project with Trotter and Associates, Inc subject to Attorney Review.



RESOLUTION NO. 20120717PW2

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

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH TROTTER AND ASSOCIATES, INC. FOR THE CONSTRUCTION OBSERVATION OF THE ROLLING OAKS / MALLARD POINT DRAINAGE PROJECT**

**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 Trotter and Associates, Inc. to provide Construction Observation for the Rolling Oaks / Mallard Point Drainage Project, 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 Trotter and Associates, Inc. and the Village of Sugar Grove to provide Construction Observation for the Rolling Oaks /Mallard Point Drainage Project. The President and Clerk are hereby authorized to execute said agreement on behalf of the Village and to take such further actions as are necessary to fulfill the terms of said agreement.

Passed by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, at a regular meeting thereof held on the 17th day of July, 2012.

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

ATTEST: \_\_\_\_\_  
Cynthia Galbreath, Village Clerk, Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Robert E. Bohler	_____	_____	_____	_____
Trustee Kevin M. Geary	_____	_____	_____	_____
Trustee Mary Heineman	_____	_____	_____	_____
Trustee Mari Johnson	_____	_____	_____	_____
Trustee David Paluch	_____	_____	_____	_____
Trustee Thomas Renk	_____	_____	_____	_____
President P. Sean Michels	_____	_____	_____	_____



Special Events  
Guidelines and Permit  
Process

Village of Sugar Grove  
10 Municipal Drive  
Sugar Grove, IL 60554  
Phone 630-466-4507  
Fax 630-466-4521

## Guidelines for production a Special Event

No fee may be charged for admission to the public way in connection with any special event. If a financial donation is requested a special location must be set. Signs must be posted at all of the entry points that clearly state that the donation is voluntary. Donations may not be accepted at points of entry.

Food Vendors must be approved by the Kane County Health Department.

Liquor Vendors must be licensed. The Local Liquor Control Commissioner determines whether to issue a Special Event Liquor License. Issue of a Special Event Permit does not ensure issuance of liquor licenses. Approval of a Special Event does not include approval of a liquor licenses. Only beer and wine can be sold at special events; no other alcoholic beverages can be sold.

## Guidelines for the Special Event Permit Application

Please read the following information carefully and obtain all the necessary permits and licenses for your Special Event.

An organization (i.e. church, non-for-profit, for-profit) is required to obtain Special Events licenses to conduct any outdoor festival, street fair or carnival located on any public way.

Each organization must submit a Special Event Permit Application 60 days prior to the event. Additional Special Event Permit Applications must be submitted for multiple events.

A certificate of Insurance for \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less that \$2,000,000. The Village of Sugar Grove shall be named as the Certificate Holder and an additional insured.

An emergency, site and security plan must be submitted with this application that includes at a minimum the following.

- A Site plan showing the event that includes vendor and patron parking and emergency vehicle access
- Contact information for the person or persons that are the designated individual(s) to monitor the conduct of patrons and vendors. It is suggested that the individuals acting as monitors wear some type of identification (badge, armband, jacket, cap or shirt)
- Designate a location on the site plan as a "Command Post"
- Designated emergency shelter

Establish a communication system (two-way radios are suggested)

Designate a responsible individual to act as a liaison between event sponsors and Village Departments.

# Village of Sugar Grove

## Special Event Permit Application

*This form must be submitted 60 Business days prior to the Event*

Name of Event: Sugar Grove Corn Boil	
Address of Event 85 Main St.	
Date(s) of Event <input type="text" value="July 27, 28, 29"/>	Hours of Event: Friday 4pm to 11pm Saturday 11 am to 11pm Sunday 11am to 6 pm
Estimated attendance at the Event: 15,000.00 per day	Basis used to determine estimate attendance: Educated guess based on past years
Describe the Event: Community Festival includes: Food, Carnival Rides, Bands, and Business & Craft booths	
Name of Sponsoring Organization: Sugar Grove Corn Boil NFP	
Federal Employee ID number or Social Sec. Number if not a Corporation: 27-002243	
Name of Organizer/Coordinator: Steven B. Ekker	
Address: P.O. Box 225 Sugar Grove, IL 60554	Day time phone: (630) 466-1600 Evening phone: (630) 466-4656 Fax Number: (630) 466-9972 E-mail: ekkerlaw@mediacombb.net Pager:
Name of producing agent (if applicable):	
Federal Employee ID Number:	
Name of Carnival Company (if applicable): Wilsons Family Show, LLC	
Federal Employee ID Number:	Insurance Policy Certificate has been requested and will be provided upon receipt
Are you serving food at you Event?: <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	If yes, how many vendors? <input type="text" value="8 to 10"/> *Vendors must be licensed with Kane County Health Department
Are you serving or selling beer and/or wine at your event? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	If yes, you must submit the Special Event Liquor License Application. (a State special event liquor license is also required).

# Village of Sugar Grove

## Special Event Permit Security Plan

All Organizers/applicants for a special event will be required to meet with the Sugar Grove Police Chief, the Public Works Director, members of the Village Staff and the Sugar Grove Fire Department for the purpose of discussing the plan as determined by the Village Administrator or his or her designee. The review must be scheduled at least forty-five (45) business days prior to the event.

Each applicant must bring a site plan and security plan for the event. If liquor is to be sold, the site plan must include the liquor booth location(s) and the number of stations in each booth.

<b>Name of Private Security Company:</b> American Security & Investigation
<b>Address/Zip Code:</b> 9S086 Frontenac Rd. Aurora, IL 60504
<b>Phone Number:</b> (630) 978-1900
<b>Number of Private Security Personnel Hired per shift:</b> 2 per shift from July 24 <sup>th</sup> to July 31 <sup>st</sup> from 11 PM to 7 AM. Additionally, there will be one individual in the gym from 4:00pm to 11:00pm Friday, from 1:00pm to 11:00pm Saturday, and from 1:00pm to 6:00pm Sunday
<b>Location of alcohol serving area (attach site map): (if applicable)</b> West of Pavilion
<b>Describe procedure for carding minor (if applicable):</b> Members of the Sugar Grove Lions Club trained by certified provider. Certificates of completion available upon request.
<b>Describe a Disaster Plan that addresses emergencies specific to your event:</b> Plan developed through coordination of SGFD, SGPD, and Corn Boil NFP
<b>Describe procedure for preventing over-consumption of alcohol (if applicable):</b> Sugar Grove Fire Fighters Association will be selling and serving the alcohol and will provide procedures.
<b>Comments:</b> Sugar Grove Lions Club will provide the Age Carding and sale of wristbands for the purpose being able to purchase alcohol from the SGFFA.

I have reviewed the proposed plan for \_\_\_\_\_

*Name of Special Event*

To be held on \_\_\_\_\_ between the hours of \_\_\_\_\_

At \_\_\_\_\_

**Sugar Grove Police Chief Comments:**

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\_\_\_\_\_  
Signature of Police Chief

\_\_\_\_\_  
Date

## Village Public Works Special Event Service Request

Name and Date of Event: Sugar Grove Corn Boil July 27, 28, 29 2012
Contact Person and Phone Number: Steven B. Ekker, 630-466-1600

Village Services needed	Yes	No	
Posting of No Parking Signs		X	Street Closure must be approved by Sugar Grove Police Department.
Barricades (indicate number needed)	X		
Refuse Drums	X		Number to be determined by Village Staff.
Refuse Collection		X	
Street Sweeping	X		
Restroom Facilities		X	
<b>Other Services</b>	X		Water Meters
Sound Equipment		X	
Electrical Services		X	

<b>Name of Scavenger Company (if applicable):</b> Waste Management
Contact name: Al Markus CB Facilities Chair
Phone Number: 630-466-0108
Name of Maintenance Company (if applicable):
Contact Name:
Phone Number:
<b>Name of Sound Equipment Company (if applicable):</b>
Contact Name: Jerry Swatek
Phone Number: (847) 343-3345
<b>Name of Generator Company (if applicable):</b> J&S Construction
Contact Name: Jim Willhelm
Phone Number: (630) 918-9408

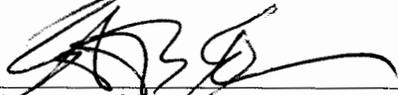
Approved By: \_\_\_\_\_  
Public Works

## Village of Sugar Grove Special Event Terms and Conditions

The applicant must promptly reimburse the Village for (and make good to it) any damage of any kind to any property of the Village which may result from the use by the applicant of the Village's premises under the permission granted herein. Applicant further agrees that in consideration of the Village issuing a permit for the operation of a special event to Applicant, the Applicant hereby covenants and agrees to indemnify, defend (upon the Village's election) and hold harmless the Village, its elected officials, agents and employees (collectively "Indemnities") from all claims, liabilities, costs and expenses, including, without limitation, reasonable attorney's fees and court costs, incurred by or brought against all or any of the Indemnities arising from or out of, directly or indirectly, the operation of the special event by Applicant in the Village, whether such claim is for personal injury, property damage, or otherwise, and whether in tort, contract, or otherwise. Applicant hereby waives any and all claims, liabilities, costs and expenses, including, without limitation, reasonable attorney's fees and court costs Applicant may hereafter have against the Village as a result of any actions taken by the Village, the Indemnities, or by Applicant, or anyone acting on behalf of the Applicant, before, during, or after the operation of said special event.

This Application must be notarized

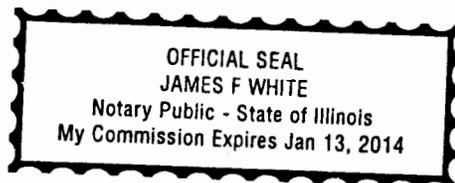
I agree that the information in this application is true and correct to the best of my knowledge. I agree to inform the Village of Sugar Grove of any changes in this application at least 20 days prior to the date of the event. I agree to the terms and conditions listed above.

  
\_\_\_\_\_  
Signature of Organizer

7-9-12  
Date

Signed and sworn to before me on this 9<sup>th</sup> day of July, 2012

  
\_\_\_\_\_



*After submitting all forms, your application will be reviewed by applicable Village departments. You will be notified if the event has been approved. Do not assume that all aspects of the event will be approved; you may be asked to make some changes to your plan abased on the availability of services and scheduling of other events. Therefore, you are encouraged not to make any other arrangements for your event until approval from the Village has been received.*

## Special Event

### Liquor Sales Application – To be provided by the Firefighters

*This form must be submitted 30 Business Days prior to the event.*

Name of Event:	
Address of Event:	
Date(s) of Event:	Hours of Event:
Applicant Name/Organization:	
Contact Person:	
Address:	
Phone Number:	
Exact time liquor will be sold:	From : AM/PM
	To: AM/PM
Event Liquor Vendors:	

*All event liquor vendors must obtain a Village of Sugar Grove liquor license. Liquor license information is available in the office of the Village Clerk.*

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** RICHARD YOUNG, COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** RESOLUTION: APPROVAL OF A TEMPORARY USE FOR THE 2012 SUGAR GROVE CORNBOIL  
**AGENDA:** JULY 17, 2012 REGULAR VILLAGE BOARD MEETING  
**DATE:** JULY 12, 2012

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**ISSUE**

Should the Village Board approve of a Temporary Use for the 2012 Sugar Grove Corn Boil.

**DISCUSSION**

Staff received an application from Sugar Grove Corn Boil Committee to host the 2012 Sugar Grove Corn Boil. The event is to be held at 84 Main Street on July 27, 28 and 29, 2012. Staff has reviewed the application and all paperwork is in order. The application is attached.

The Village Board has the authority to approve Temporary Uses pursuant to Section 11-4-8 of the Sugar Grove Zoning Ordinance. The Board may approve of Temporary Uses, provided that they are granted with a specific time limit and subject to any conditions which may be necessary to ensure the public health, safety, and general welfare.

Staff has reviewed this request and recommends approval subject to the following conditions:

1. That the Temporary Uses is valid for July 27, 28, and 29, 2012.
2. Valid only for the Sugar Grove Corn Boil, NFP and their service providers at this event.
3. All outside music shall be terminated no later than 11:00 p.m. as per Village Code.
4. The following temporary uses are allowed:
  - a. Service of alcoholic beverages as permitted by the Illinois and Sugar Grove Liquor Commissions.
  - b. Temporary parking and loading.
  - c. Temporary structures, including tents, stages, trailers, lighting, restroom facilities, and trash facilities.

**COST**

There is no cost associated with the approval of the resolution approving the special event.

**RECOMMENDATION**

That the Village Board approves Resolution 20120717B Allowing a Temporary Use for a special event – the 2012 Sugar Grove Corn Boil.



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

**RESOLUTION NO. 20120717B**

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**A Resolution Approving a Temporary Use for a special event  
Sugar Grove Corn Boil**

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Adopted by the  
Board of Trustees and President  
of the Village of Sugar Grove  
this 17th day of July 2012

Published in Pamphlet Form  
by authority of the Board of Trustees  
of the Village of Sugar Grove, Kane County,  
Illinois, this 17th day of July 2012

**RESOLUTION NO. 20120717B**

**A Resolution Approving a Temporary Use for a special event  
"Sugar Grove Corn Boil"**

**BE IT RESOLVED** 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 subject property is proposed for a Temporary Use to allow a special event ; and,

**WHEREAS**, the subject property is governed by Section 11-4-8 Temporary Buildings, Structures, and Uses of Land of the Sugar Grove Zoning Ordinance that requires Village Board approval, including a time limit, for any proposed temporary uses in the Village; and,

**WHEREAS**, the Village Board has reviewed and approved this temporary use subject to conditions.

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

**SECTION ONE: CONDITIONS OF APPROVAL**

That the Temporary Use for a special event known as the Sugar Grove Corn Boil is hereby approved as per attached submittal.

1. The following temporary uses are allowed:
  - a. Service of alcoholic beverages as permitted by the Illinois and Sugar Grove Liquor Commissions.
  - b. Service of Food as permitted by the Kane County Board of Health
  - c. Temporary parking and loading.
  - d. Temporary structures, including tents, stages, trailers, lighting, restroom facilities, and trash facilities.

**SECTION TWO: REPEALER**

That all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of any such conflict.

**SECTION THREE: SEVERABILITY**

Should any provision of this resolution 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 resolution.

**SECTION FOUR: EFFECTIVE DATE**

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

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 17th day of July, 2012.

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

	Aye	Nay	Absent
Bohler	___	___	___
Renk	___	___	___
Paluch	___	___	___
Johnson	___	___	___
Geary	___	___	___
Montalto	___	___	___

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



## THE AMERICAN LEGION

SUGAR GROVE POST NO. 1271

P. O. Box 68

Sugar Grove, Illinois 60554

June 29, 2012

Village of Sugar Grove  
Cynthia Galbreath  
10 Municipal Drive  
Sugar Grove, IL 60554

Dear Cynthia,

The Sugar Grove American Legion is putting on 2 fundraisers this year, weather permitting we would like to hold both events outside.

The first fundraiser will be our Poker Run. We will be trying to raise money for the "Wounded Warrior Foundation" The American Legion and other local charities.

The date is July 21, 2012

The function will start at 10:00am

All riders participating in the run are required to be back at the legion by 5pm

The parking lot will be fenced in.

We will be serving food and beverages outside. (All servers are Bassett trained)

We have hired a band to play outside. The band will be playing from 6pm til approximately 11pm.

The second fundraiser will be held on August 11<sup>th</sup>

We will be trying to raise money for Sugar Grove Veteran's Park Foundation

Parking lot will be fenced in

We have hired a band to play outside. Playing times are tentatively scheduled from 7pm

til ~~12am~~ 11pm

This will be a 21 and over show and ID's will be checked at the gate.

We will be serving food and beverages outside (All servers are Bassett trained)

If you have any further questions regarding these events please feel free to contact me.

Sincerely,

Tammy Carter

Manager

Sugar Grove American Legion



## THE AMERICAN LEGION

SUGAR GROVE POST NO. 1271

P. O. Box 68

Sugar Grove, Illinois 60554

June 29, 2012

Village of Sugar Grove  
Cynthia Galbreath  
10 Municipal Drive  
Sugar Grove, IL 60554

Dear Cynthia,

The traffic plan for the poker run July 21, 2012 is as follows:

Participants will leave the American Legion parking lot turning right onto Main Street, left on Route 47 and out of town.

We will be bring the participants back heading south on Route 47, right on Cross Street, left on Main Street right on First Street.

When the participants leave the Legion they will probably be in larger groups, however, coming back the bikes and cars will be staggered.

If you need any further information regarding the route please contact me.

Sincerely,

Tammy Carter  
Manager  
Sugar Grove American Legion  
630-466-9700

**SUGAR GROVE TOWNSHIP**  
**Office of the Highway Commissioner**  
**GREG HUGGINS**

Phone: (630) 466-4274

Fax: (630) 466-9686

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Village of Sugar Grove  
Cynthia Galbreath  
10 Municipal Drive  
Sugar Grove, IL 60554

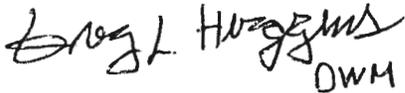
Dear Cynthia,

This letter is to inform the Village of Sugar Grove that we have granted permission to the Sugar Grove American Legion Post 1271 to use our parking lot during their events for overflow parking.

If you need anything further from me please don't hesitate to call.

Sincerely,

Greg Huggins  
Highway Commissioner  
Sugar Grove Township  
630-466-4274

  
DWM



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

**RESOLUTION NO. 20120717A**

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**A Resolution Approving a Temporary Use for a special event  
at 65 1<sup>st</sup> Street  
(Sugar Grove American Legion Poker Run)**

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Adopted by the  
Board of Trustees and President  
of the Village of Sugar Grove  
this 17th day of July 2012

Published in Pamphlet Form  
by authority of the Board of Trustees  
of the Village of Sugar Grove, Kane County,  
Illinois, this 17th day of July 2012

**RESOLUTION NO. 20120717A**

**A Resolution Approving a Temporary Use for a special event  
Sugar Grove American Legion Poker Run  
at 65 1<sup>st</sup> Street**

**BE IT RESOLVED** 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 subject property is proposed for a Temporary Use to allow a special event ; and,

**WHEREAS**, the subject property is governed by Section 11-4-8 Temporary Buildings, Structures, and Uses of Land of the Sugar Grove Zoning Ordinance that requires Village Board approval, including a time limit, for any proposed temporary uses in the Village; and,

**WHEREAS**, the Village Board has reviewed and approved this temporary use subject to conditions.

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

**SECTION ONE: CONDITIONS OF APPROVAL**

That the Temporary Use for a special event at 65 1<sup>st</sup> Street (Sugar Grove American Legion) is hereby approved, subject to the following conditions:

1. That this Temporary Use is valid on July 21, 2012.
2. That this Temporary Use is only valid for the Sugar Grove American Legion and their service providers at the event.
3. That this Temporary Use is only valid if letters are submitted to the Village from nearby property owners that the American Legion expects their patrons will park their vehicles in.
4. Outside music shall terminate no later than 11:00 p.m. as per 4-5-2 of the Village Code.
5. The following temporary uses are allowed:
  - a. Service of alcoholic beverages as permitted by the Illinois and Sugar Grove Liquor Commissions.
  - b. Temporary parking and loading.
  - c. Temporary structures, including tents, stages, trailers, lighting, restroom facilities, and trash facilities.

**SECTION TWO: REPEALER**

That all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of any such conflict.

**SECTION THREE: SEVERABILITY**

Should any provision of this resolution 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 resolution.

**SECTION FOUR: EFFECTIVE DATE**

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

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 17th day of July, 2012.

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

	Aye	Nay	Absent
Bohler	___	___	___
Renk	___	___	___
Paluch	___	___	___
Johnson	___	___	___
Geary	___	___	___
Montalto	___	___	___

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

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** RICHARD YOUNG, COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** RESOLUTION: APPROVAL OF A TEMPORARY USE AT 65 1<sup>ST</sup> STREET FOR 2012 SPECIAL EVENTS  
**AGENDA:** JULY 17, 2012 REGULAR VILLAGE BOARD MEETING  
**DATE:** JULY 12, 2012

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**ISSUE**

Should the Village Board approve of Two Temporary Uses at 65 1<sup>st</sup> Street (Sugar Grove American Legion) for Special Events.

**DISCUSSION**

Staff received a written request from Sugar Grove American Legion to allow them to host two fundraisers. The fund raisers are to be held on July 21, 2012 and the August 11, 2012. The July 21<sup>st</sup> fund raiser is a Poker Run and the second on August 11<sup>th</sup> to raise funds for Sugar Grove Veterans Park Foundation. Both fund raisers will be held on site

The parking lot would be fenced in with an outside caterer for food and beverage (including liquor) sales, as well as a band that would play from 6 pm to 11 pm for both events. The Sugar Grove Township has granted permission for the Legion to use their parking area during the events. The request is attached and letter granting permission to use the Township Garage area as parking has been received.

The Village Board has the authority to approve Temporary Uses pursuant to Section 11-4-8 of the Sugar Grove Zoning Ordinance. The Board may approve of Temporary Uses, provided that they are granted with a specific time limit and subject to any conditions which may be necessary to ensure the public health, safety, and general welfare.

Staff has reviewed this request and recommends approval subject to the following conditions:

1. That the Temporary Uses are only valid for the dates as submitted.
  - a. Poker Run – July 21, 2012
  - b. Veterans Park Foundation Fund Raiser – August 11, 2012
2. Valid only for the Sugar Grove American Legion and their service providers at this event.
3. All outside music shall be terminated no later than 11:00 p.m. as per Village Code.
4. The following temporary uses are allowed:

- a. Service of alcoholic beverages as permitted by the Illinois and Sugar Grove Liquor Commissions.
- b. Temporary parking and loading.
- c. Temporary structures, including tents, stages, trailers, lighting, restroom facilities, and trash facilities.

## **COST**

There is no cost associated with this proposal.

## **RECOMMENDATION**

That the Village Board approves Resolution 20120717A Allowing a Temporary Use for a special event at 65 1<sup>st</sup> Street (Sugar Grove American Legion Poker Run) on July 21, 2012 and Resolution 20120717C (Veterans Park Foundation Fund Raiser) on August 11, 2012.



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

**RESOLUTION NO. 20120717C**

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**A Resolution Approving a Temporary Use for a special event  
at 65 1<sup>st</sup> Street  
(Sugar Grove Veteran's Park Foundation Fund Raiser)**

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Adopted by the  
Board of Trustees and President  
of the Village of Sugar Grove  
this 17th day of July 2012

Published in Pamphlet Form  
by authority of the Board of Trustees  
of the Village of Sugar Grove, Kane County,  
Illinois, this 17th day of July 2012

**RESOLUTION NO. 20120717C**

**A Resolution Approving a Temporary Use for a special event  
Sugar Grove Veteran's Park Foundation  
at 65 1<sup>st</sup> Street**

**BE IT RESOLVED** 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 subject property is proposed for a Temporary Use to allow a special event ; and,

**WHEREAS**, the subject property is governed by Section 11-4-8 Temporary Buildings, Structures, and Uses of Land of the Sugar Grove Zoning Ordinance that requires Village Board approval, including a time limit, for any proposed temporary uses in the Village; and,

**WHEREAS**, the Village Board has reviewed and approved this temporary use subject to conditions.

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

**SECTION ONE: CONDITIONS OF APPROVAL**

That the Temporary Use for a special event at 65 1<sup>st</sup> Street (Sugar Grove American Legion) is hereby approved, subject to the following conditions:

1. That this Temporary Use is valid on August 11, 2012.
2. That this Temporary Use is only valid for the Sugar Grove American Legion and their service providers at the event.
3. That this Temporary Use is only valid if letters are submitted to the Village from nearby property owners that the American Legion expects their patrons will park their vehicles in.
4. Outside music shall terminate no later than 11:00 p.m. as per 4-5-2 of the Village Code.
5. The following temporary uses are allowed:
  - a. Service of alcoholic beverages as permitted by the Illinois and Sugar Grove Liquor Commissions.
  - b. Temporary parking and loading.
  - c. Temporary structures, including tents, stages, trailers, lighting, restroom facilities, and trash facilities.

**SECTION TWO: REPEALER**

That all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of any such conflict.

**SECTION THREE: SEVERABILITY**

Should any provision of this resolution 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 resolution.

**SECTION FOUR: EFFECTIVE DATE**

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

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 17th day of July, 2012.

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

	Aye	Nay	Absent
Bohler	___	___	___
Renk	___	___	___
Paluch	___	___	___
Johnson	___	___	___
Geary	___	___	___
Montalto	___	___	___

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

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** JUSTIN VANVOOREN, FINANCE DIRECTOR  
**SUBJECT:** APPROVAL: CAPITAL ASSET POLICY  
**AGENDA:** JULY 17, 2012 REGULAR BOARD MEETING  
**DATE:** JUNE 20, 2012

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**ISSUE**

Shall the Village Board approve a Capital Asset Policy.

**DISCUSSION**

The Village Board last approved a capital asset policy at the December 16, 2003 Village Board meeting to meet the requirements of Governmental Accounting Standards Board (GASB) Statement No. 34. The Village Board last discussed the CIP plan at the June 19, 2012 Committee of the Whole meeting and directed staff to place the policy on the July 17, 2012 consent agenda for approval.

The Finance Department included a review of the policy as one of its fiscal year 2012 – 2013 goals. Modifications in accounting and financial reporting standards, as well as changes in best practices necessitated a review of the existing policy. The Finance Department reviewed 10 policies from Illinois, 3 policies from other states (CA, FL, and MN), and 1 policy from Canada. The attached policy combines parts of each into a comprehensive revision.

**COST**

There are no costs associated with approval of the Capital Asset Policy.

**RECOMMENDATION**

That the Village Board adopt a resolution approving the Capital Asset Policy.



**RESOLUTION NO. 20120717F2**

**A RESOLUTION ESTABLISHING A CAPITAL ASSET POLICY FOR THE  
VILLAGE OF SUGAR GROVE**

**WHEREAS**, the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, desire to establish a policy for tracking capital assets;

**WHEREAS**, a sound capital asset policy increases public confidence in the efficient and effective operation of the Village;

**WHEREAS**, the Village of Sugar Grove invests a significant amount in capital assets in pursuit of its mission, as well as to maintain or improve the level of service expected by its citizens;

**WHEREAS**, capital assets play an essential role in the Village's ability to diversify, expand and cope with growth, and improve environmental conditions;

**WHEREAS**, the level of service can only be assured if adequate consideration is given to maintaining and expanding public facilities and infrastructure;

**WHEREAS**, if a government fails to maintain its capital assets, equipment, facilities and infrastructure will deteriorate more quickly and necessitate costly emergency allocations of financial resources; and

**WHEREAS**, a capital asset policy will allow the Village to establish and maintain capital asset records to comply with governmental financial reporting standards, to ensure adequate control and appropriate use of capital assets, and to provide accountability for property control;

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

**SECTION ONE: POLICY APPROVAL**

1. The Capital Asset Policy is attached hereto and by this reference incorporated herein and made a part hereof, and is hereby adopted and approved in all respects.
2. The Capital Asset Policy is to be reviewed on an annual basis, and is subject to change and modification in subsequent years.

**SECTION TWO: GENERAL PROVISIONS**

**REPEALER:** Resolution No. 2003-1216B and all other resolutions or portions thereof in conflict with this resolution are hereby repealed.

**SEVERABILITY:** Should any provision of this resolution 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 resolution.

**EFFECTIVE DATE:** This resolution shall be in full force and effect on and after its approval and passage.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois on this 17th day of July, 2012.

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

ATTEST: \_\_\_\_\_  
Cynthia Galbreath, Village Clerk, Village of Sugar Grove

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

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** JUSTIN VANVOOREN, FINANCE DIRECTOR  
**SUBJECT:** APPROVAL: CAPITAL IMPROVEMENT PROGRAM  
**AGENDA:** JULY 17, 2012 REGULAR BOARD MEETING  
**DATE:** JUNE 20, 2012

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**ISSUE**

Shall the Village Board approve a Capital Improvement Program (CIP) plan.

**DISCUSSION**

The Village Board approved the fiscal year 2012-2013 Budget at the April 17, 2012 Regular Board meeting and last discussed the CIP plan at the June 19, 2012 Committee of the Whole meeting. The Village Board directed staff to place the plan on the July 17, 2012 consent agenda for approval.

Standard & Poor's, the Villages credit rating agency, looks favorably upon the approval of a CIP due to the foresight and planning involved. Approval will allow the Village to maintain or improve the Village's current bond rating. Finance staff met with each department to determine what should be included and summarized those in the CIP plan. The approved fiscal year 2012-2013 budget and projected fiscal year 2013-2014 and fiscal year 2014-2015 budgets contain the first 3 years of projects as delineated in the CIP.

Attached is a resolution to approve the Capital Improvement Program for May 1, 2012 through April 30, 2017, as well as an executive summary, the overall summary sheet, and summary sheets for each project type.

**COST**

There are no costs associated with approval of the CIP.

**RECOMMENDATION**

That the Village Board adopt a resolution approving the fiscal year 2013 – 2017 Capital Improvement Program (CIP) plan.



**RESOLUTION NO. 20120717F1**

**APPROVING A CAPITAL IMPROVEMENT PROGRAM**

**WHEREAS**, a Capital Improvement Program facilitates coordination between capital needs and the operating budgets;

**WHEREAS**, a Capital Improvement Program enhances the community's credit rating, control of its tax rate, and avoids sudden changes in its debt service requirements;

**WHEREAS**, a Capital Improvement Program identifies the most economical means of financing capital projects;

**WHEREAS**, a Capital Improvement Program increases opportunities for obtaining federal and state aid;

**WHEREAS**, a Capital Improvement Program relates long-range planning to public facilities and other public and private development;

**WHEREAS**, a Capital Improvement Program focuses attention on community objectives and fiscal capacity;

**WHEREAS**, a Capital Improvement Program keeps the public informed about future needs and projects;

**WHEREAS**, a Capital Improvement Program coordinates the activities of neighboring and overlapping units of local government to reduce duplication;

**WHEREAS**, a Capital Improvement Program encourages careful project planning and design to avoid costly mistakes and help a community reach desired goals; and

**WHEREAS**, the Village of Sugar Grove devotes a large portion of its annual budget to capital projects in order to maintain or improve the level of service expected by its citizens.

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

**SECTION ONE: PLAN APPROVAL**

1. The Capital Improvement Program for May 1, 2012 through April 30, 2017 is attached hereto and by this reference incorporated herein and made a part hereof, and is hereby adopted and approved in all respects.
2. The Capital Improvements Program represents a spending plan, but does not obligate the Village to complete any project therein.
3. The Capital Improvements Program is to be updated on an annual basis, is meant to serve as a guide only, and is subject to change and modification in subsequent years.

**SECTION TWO: GENERAL PROVISIONS**

**REPEALER:** All resolutions or portions thereof in conflict with this resolution are hereby repealed.

**SEVERABILITY:** Should any provision of this resolution 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 resolution.

**EFFECTIVE DATE:** This resolution shall be in full force and effect on and after its approval and passage.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois on this 17th day of July, 2012.

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

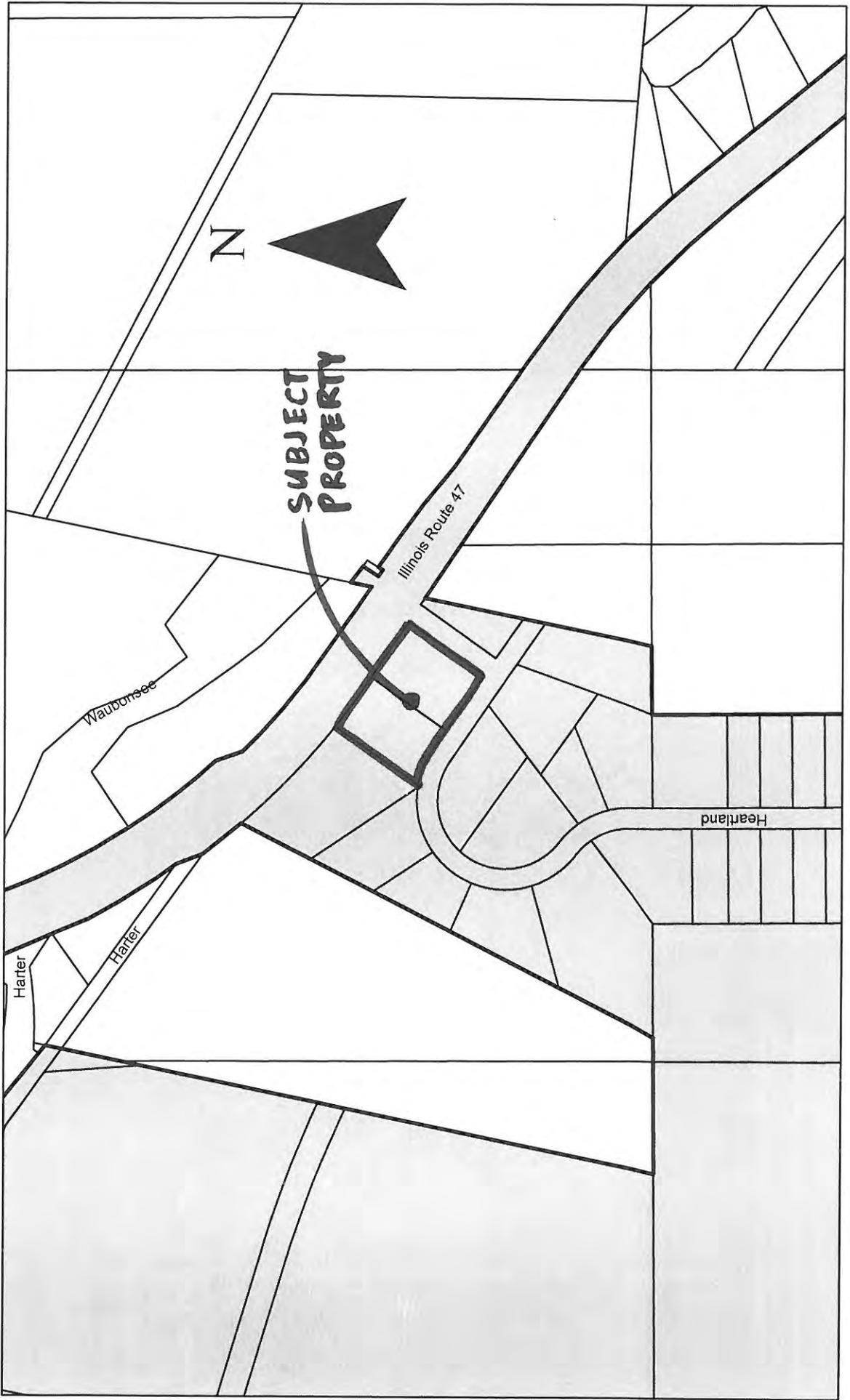
ATTEST: 

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Cynthia Galbreath, Village Clerk, Village of Sugar Grove

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

Area Map



VILLAGE PRESIDENT

P. Sean Michels

VILLAGE ADMINISTRATOR

Brent M. Eichelberger

VILLAGE CLERK

Cynthia Galbreath

April 11, 2012

Daniel J. Kramer

Law Offices of Daniel J. Kramer

1107A S. Bridge Street

Yorkville, IL 60560



COMMUNITY DEVELOPMENT

Richard Young, Director

VILLAGE TRUSTEES

Robert Bohler

Kevin Geary

Mari Johnson

Rick Montalto

David Paluch

Thomas Renk

**Re: (10-001) College Corner Pre-Recording**

Dear Mr. Kramer:

**This letter is an update to the July 7, 2010 letter based on the recent submittals from your office dated February 21, 2012, February 24, 2012, and March 7, 2012 as well as the revised plans and accompanying letter received February 29, 2012 from Koziol Engineering. Updates are in bold. The original PUD Ordinance conditions have been added for reference.**

The following are the Planning Division comments regarding the status of the Board conditions of approval in Exhibit B of PUD Ordinance 2010-0615D and response to your letter of June 10, 2010 (attached):

- 1) The Preliminary PUD, Final PUDs and Special Use shall substantially conform to the plans (various plans as listed in ordinance, but not included here to save space), except as such plans may be revised to conform to Village codes and ordinances and the conditions below.

7/7/10: With the last submittal for Village Board review, staff did not receive copies of the Preliminary Architectural Plan, Preliminary Trash Enclosure Plan, Final Architectural Plan for each lot, and Final Trash Enclosure Plan for each lot. Please submit one (1) copy of each of the plans that were missing from the Village Board submittal so that the Village has a complete set of those plans.

While some of the above mentioned plans were submitted with prior submittals, the Final Trash Enclosure Plan for each lot has never been submitted. Therefore I could not enter its date in this condition. In addition, by error, I left out the date of the Final Architectural Plan which had been included in prior submittals. Therefore I will update this condition to include that date.

The changes required by the conditions below should be made to the plans and all plans should be submitted together at once prior to recording. A building permit will not be issued until the project is recorded and we will not record until all the

plans meet the conditions below. It is best to get the plans updated for a “recording submittal”, prior to making Building Division submittals for building permit, because the plans sometimes become confused at that point. Please submit four (4) full size copies of all updated Preliminary Plans and two (2) full size copies and two (2) reduced size copies of all updated Final Plans.

**Staff has agreed to let:**

- a) **the Preliminary Architectural Plan for the entire site and the Final Architectural Plan for each lot be revised per the conditions 19 and 21 and be submitted at the time of application for the first building permit.**
- b) **the Preliminary Trash Enclosure Plan for the entire site be revised per condition 23 and the Final Trash Enclosure Plan for each lot be submitted for the first time at the time of application for the first building permit.**
- c) **the Final Engineering Plan for each lot be revised and submitted at the time of application for the first building permit.**

**The letter provided from Koziol Engineering with the re-submittal states that:**

- a) **the Final Photometric Plans will be provided at the time of application of each building permit.**
- b) **the Phasing Plan will be provided at the time of application of the first building permit.**

**Staff has not agreed to delay the submittal of the Final Photometric Plans for each lot or the Phasing Plan and they need to be submitted with the next submittal.**

- 2) Written correspondence from Nicor shall be provided stating that the parking lot and other improvements are approved for installation, prior to recording.

7/7/10: Staff received an email from Koziol Engineering which forwarded Nicor’s status of review of the plans. The Nicor email states that they will conduct further review, investigation, and comment. This condition will be met upon receipt of Nicor’s final review and approval.

**With the re-submittal, staff received a copy of a letter to Nicor asking them for their further review and comment. The Village will need to be copied on Nicor’s sign off before we will record the documents.**

- 3) The outdoor seating area on Lot 42 is acknowledged and approved in its location as part of this plan.

7/7/10: Standing condition. No comment.

**No comment.**

- 4) The gas station canopy on Lot 41 is acknowledged and approved in its location as part of this plan. The canopy shall be limited to 20’ in height and shall remain subject to ARRG review.

7/7/10: This condition will be addressed at time of development of the gas station.

**No comment.**

- 5) The following building setback lines shall be corrected: remove label and line for "side building / parking setback south of drive aisle on Lot 43 and add line for 10' front parking setback on Lot 40, prior to recording.

7/7/10: This condition should be addressed by Koziol Engineering at this time.

**These corrections have been made in the plans of the re-submittal. However, two further corrections were made to the Final Plat that need to be shown on the Preliminary Engineering Plans: the 20' front setback along Waubensee Drive needs to parallel Waubensee Drive (not stray to follow the Nicor easement) and the front setback of Lot 40 / corner side setback of Lot 41 needs to be revised to 30 feet. These corrections need to be made before recording.**

- 6) Parking shall be tracked as individual users occupy the site.

7/7/10: Standing condition. No comment.

**No comment.**

- 7) Accessible curb ramps shall be further corrected as described by staff, prior to recording.

7/7/10: This condition should be addressed by Koziol Engineering at this time.

**All curb ramps need to be properly shown with the correct flares and correctly centered on each accessible parking space. The curb ramps on the west side of Lot 43 need to be widened per the Illinois Accessibility Code. The accessible parking space detail shows the "Fine" sign dimensioned to the top of the sign. The dimension needs to be revised to be shown from the bottom of the fine sign. These corrections need to be made before recording. Please call Building Inspector Michelle Noyes for more explanation.**

- 8) The amount of stacking provided (4 spaces) is acknowledged and approved as part of this plan as a deviation from the 8 required. The drive-thru location is acknowledged and approved as well.

7/7/10: Standing condition. No comment.

**No comment.**

- 9) A cross access / shared parking / shared loading easement shall be added to the Final Plat, prior to recording.

7/7/10: Your June 10, 2010 letter states this condition will be addressed by R.B. & Associates (and yourself for the language). This should be addressed at this time.

**Notes to this effect have been added to the Final Plat included in the re-submittal. This is complete.**

- 10) An agreement shall be written and recorded to allow the Police Department to enforce traffic laws on the site.

7/7/10: Attached is the Police Private Property Enforcement Agreement for Sugar Grove Center. We would like to model College Corner from it.

**A draft of the traffic enforcement agreement was submitted on February 24, 2012 by the applicant's attorney. It will be reviewed by the Village Attorney, prior to recording.**

- 11) The rear of the Lot 42 building shall have both the line and "No Parking Fire Lane" signs added to the plan, prior to recording.

7/7/10: This condition should be addressed by Koziol Engineering at this time.

**These corrections have been made. This is complete.**

- 12) The Lot 40 side parking setbacks of 0', Lot 41 side parking setback of 0', Lot 42 side parking setback of 0', and Lot 43 side parking setbacks of 0' area all acknowledged and approved as part of this plan as a reduction from the required 5'.

7/7/10: Standing condition. No comment.

**No comment.**

- 13) The bike path / pedestrian easement at the northwest corner of Lot 43 on the Final Plat must be widened to accommodate the turn in the bike path, prior to recording.

7/7/10: The bike path / pedestrian easement is shown as 5' in width for the entire length along both Waubensee Drive and Heartland Drive. However, the bike path extends past a 5' width at both the location noted in the condition and at the intersection of Waubensee Drive and Heartland Drive (please refer to the engineering plans). Please have R.B. & Associates update the easement to fully contain the bike path + 1' of turf area in all locations.

**This correction has been made on the Final Plat included in the re-submittal. This is complete.**

- 14) Notes shall be added to the Plans indicating timelines and extents that specific public and private improvements shall be installed as determined by staff, prior to recording.

7/7/10: Your June 10, 2010 letter states this condition will be addressed by Koziol Engineering. This should be addressed at this time.

**The letter provided from Koziol Engineering with the re-submittal states that the Phasing Plan will be provided at the time of application of the first building permit. Staff has not agreed to delay the submittal of the Phasing Plan and it needs to be submitted with the next submittal. If the phasing is changed in the future, that would be addressed by condition 27.**

- 15) A separate plan set shall be created for the right-in right-out access point and associated improvements for submission to IDOT.

7/7/10: Your June 10, 2010 letter states this condition will be addressed by Koziol Engineering, and, if necessary, R.B. & Associates. The sooner this is addressed, the better.

**The letter provided from Koziol Engineering with the re-submittal states that the plans for IDOT were created and conditional approval has been obtained. Please submit to the Village a set of the plans and correspondence from IDOT stating the conditional approval.**

- 16) The applicant shall provide a letter from the neighboring property owner accepting the proposed shared drive aisle and cross-access, prior to Village Board review. A cross-access easement with the neighboring property shall be included on the Final Plat, prior to recording.

7/7/10: Your June 10, 2010 letter states that your client's right to the shared drive aisle is contained in a contract which you possess. Please submit a copy of this contract. Also, we will likely still need a note regarding cross access written on the Final Plat by R.B. & Associates.

**A copy of the easement agreement recorded December 11, 2008 was submitted on March 7, 2012 by the applicant's attorney. The cross access easement notes were added to the Final Plat. This is complete.**

- 17) The gas main, fire hydrants, and fire department connections shall be shown on the Landscape Plan, prior to recording.

7/7/10: Your June 10, 2010 letter states this condition will be addressed by Upland Design. This should be addressed at this time.

**These items have been added to the plan. This is complete.**

- 18) Staff shall work with the applicant to determine the appropriate parkway tree, buffer landscaping, parking lot island, and trash enclosure landscaping, prior to recording.

7/7/10: A meeting has been scheduled between staff and Upland Design for today at 2:00 pm. Landscape Plans will need to be updated after the meeting.

**The plan is almost entirely in compliance after addressing the comments in the February 7, 2012 email from staff. A few minor corrections are needed:**

- a) **Too many parkway trees were added along Waubensee Drive. Please remove two parkway trees, one from each side of the entrance to the site.**
- b) **Too many parkway trees were added along Heartland Drive. Please remove two parkway trees, both from the north side of the middle entrance.**
- c) **There is a label for 8 Iroquois Beauty Black Chokeberry at the northwest corner of Lot 40. Please split the labeling into the 5 located in the buffer and the 3 located in the foundation plantings for easier reference.**
- d) **Please correct the Landscape Requirements table as shown in the attached.**
- e) **Please correct the misspellings in notes 2 (Illinios), 3 (ocurr), and 8 (garanteeded).**

- 19) The Architectural Elevation Plans shall be submitted and shall include the height dimensioned to the midpoint of the roof and have each material labeled. Colors of the materials should be specifically labeled as well. These items shall be completed prior to recording.

7/7/10: This Architectural Plan condition must be addressed by Willman & Groesch General Contractors before recording.

**Staff has agreed to let the Preliminary Architectural Plan for the entire site and the Final Architectural Plan for each lot be revised per the conditions 19 and 21 and be submitted at the time of application for the first building permit.**

- 20) The applicant shall consider changing the ground signs to a 10' x 10' size. If the signs remain 12' x 8' in size, the label on the sign site plan shall be corrected. A note shall be added to the ground sign elevation stating that the ground signs shall be limited to a maximum of four (4) or six (6) tenant panels. A note shall be added to the ground sign elevation that states "sign materials to match building materials". These items shall be completed prior to recording.

7/7/10: After the Board approval of the 12 x 8 sign with 6 tenant panels, Jim Ratos contacted me about doing a 10 x 10 sign with 6 tenant panels, but with a larger sign face to sign structure ratio. I have drawn up such a sign and it is attached to this letter. I think it will work best for what Jim is trying to accomplish. I have modified the condition for this design. Koziol Engineering will also need to make modifications to the plans to reflect it. Note that the panels should not be shown on the drawings, rather there should be a note on the plans regarding "a maximum of 6 tenant panels".

**The letter from Koziol Engineering provided with the re-submittal states the signs have been changed to 10' by 10', but the Preliminary and Final Signage Plans continue to show a 12' x 8' sign elevation instead of 10' by 10'. The Preliminary and Final Signage Plans also do not include notes about the tenant panels or materials matching as discussed above. These changes need to be made prior to recording.**

- 21) A note shall be added to each Architectural Elevation Plan that states "Proposed signage to be internally illuminated channel letters with matching raceways for entire building", prior to recording.

7/7/10: This Architectural Plan condition must be addressed by Willman & Groesch General Contractors before recording.

**Staff has agreed to let the Preliminary Architectural Plan for the entire site and the Final Architectural Plan for each lot be revised per the conditions 19 and 21 and be submitted at the time of application for the first building permit.**

- 22) The generic parking lot pole detail / elevation shall be updated to site-specific information. The light fixture must be mounted flush to the ground with total height dimensioned and not to exceed 25'. The pole should be labeled as dark bronze in color. The high pressure sodium lighting shall be changed to phosphor-coated ceramic metal halide lighting. The following foot candle requirements shall be met with the change: maximum average footcandles 0.60, maximum hot spot footcandles 2.0, maximum property line footcandles 0.10. These changes shall be made prior to recording.

7/7/10: Your June 10, 2010 letter states this condition will be addressed by Koziol Engineering. This should be addressed at this time.

**There is a request for modifications to this condition that would require a Minor PUD Amendment review by the Plan Commission and Village Board. The request is to allow one of the two high pressure sodium plans (either the plan with 20' poles and 3' bases or the plan with 25' poles), but not the metal halide plan (with 25' poles). The applicant notes the benefits of high pressure sodium: 1) longer lamp life - more affordable, 2) more lumens per watt (more efficient), and 3) stay brighter longer than metal halide.**

**Both high pressure sodium plans meet the normal foot candle requirements from the Zoning Ordinance which staff has found to be sufficient for high pressure sodium lighting.**

**The metal halide plan does not meet the reduced foot candle levels called for in the condition above (which staff believes would be desirable for metal halide lighting and was requested based on research). However, the metal halide plan provided does produce significantly lower foot candle levels than some other metal halide plans that have been implemented in the Village.**

**To put this in perspective, the metal halide plan for this site would produce about the same light intensity as is proposed for Hampstead Court. Hampstead Court would produce significantly less intense light than at Sugar Grove Center. At College Corner the average would be about 1.5, at Hampstead Court about 2.0, while Sugar Grove Center is about 9.0. The range required by the Zoning Ordinance is 1.0 to 3.0, but again staff believes this was intended for high pressure sodium lighting, not metal halide, when the Ordinance was created.**

**Staff would prefer to proceed with the metal halide plan proposed, however if the applicant would like to proceed with one of the high pressure sodium plans, he will need to complete an application for Minor PUD Amendment to amend condition 22 and have this reviewed by the Plan Commission and Village Board.**

**The specifications provided show the poles would be bronze in color. The site-specific details still need to be added to the photometric plan.**

**The letter provided from Koziol Engineering with the re-submittal states that the Final Photometric Plans for each lot will be provided at the time of application of each building permit. Staff has not agreed to delay the submittal of the Final Photometric Plans for each lot and they need to be submitted with the next submittal.**

- 23) The Trash Enclosure Plan should be updated to include masonry trash enclosures, matching the buildings, prior to Village Board review.

7/7/10: Note that staff is updating this condition to read "...prior to recording." This Trash Enclosure Plan condition must be addressed by Willman & Groesch General Contractors before recording.

**Staff has agreed to let the Preliminary Architectural Plan for the entire site and the Final Architectural Plan for each lot be revised per the conditions 19 and 21 and be submitted at the time of application for the first building permit.**

- 24) All building setback lines shall be corrected and all parking setback lines shall be added to the Final Plat as described by staff in a separate memo, including

modifying Lot 39 setbacks to the current zoning ordinance requirements, prior to recording.

7/7/10: Your June 10, 2010 letter states this condition will be addressed. Koziol Engineering should address this at this time.

**All of the setback corrections have been made as described in the July 14, 2010 letter and as further instructed by staff in regards to the front building setback of Lot 40 / corner side building setback of Lot 41 in the plans of the re-submittal. This is complete.**

- 25) All plans, especially the Final Plans, remain subject to staff review at this time. EEI's existing comments shall be addressed prior to recording.

7/7/10: Standing condition. No comment.

**The letter from Koziol Engineering, engineers estimate of cost, and plans included with the re-submittal are responded to by EEI in the attached letter dated April 6, 2012. Please note that in regards to item 10 of that letter, the Building Division has confirmed that all domestic and fire water services appear to be shown correctly, but a set of plans is being provided to the Fire District today for their review.**

- 26) A letter of credit in the amount of 120% of the engineering cost estimate of the public improvements shall be submitted, prior to recording the Final Plat.

7/7/10: The Final Plat and PUD will be recorded at the same time. So it is important to get all plans updated so that staff may record the PUD as well as the Final Plat.

**The letter submitted by the applicant's attorney on February 21, 2012 requests two items: an extension of time for the PUD and an additional extension of time to record the Final Plat in order to avoid triggering posting of a Letter of Credit or Bond in the near term. However, some modifications are needed to these requests:**

- a) **The PUD does not expire. Section 11-11-4-B-15 requires that PUDs be completed within two years of Final PUD approval. The 4 Final PUDs were all approved June 15, 2010 and they will not be completed by June 15, 2012. The letter requesting extension should be revised to request "an extension of the required PUD completion date" and propose a date.**
- b) **There is a time requirement for recording Final Plats within 30 days of the adoption of the Final PUD Ordinance in 11-11-6-D-6. This requirement is not followed by policy, as staff records documents and only after the conditions of approval are addressed. However, condition 26 requires a letter of credit be submitted prior to recording the Final Plat. The letter requesting additional time to record the Final Plat should be revised to request a Minor PUD Amendment to amend condition 26 with a date by**

**which the letter of credit would be submitted and to separate it from the recording so that the recording may proceed.**

- c) Not mentioned in the letter requesting extensions is the requirement in Section 12-4-6-A that states that all required public improvements shall be completed within two years of the recording of the Final Plat. This should be considered for addition to the request letter.**

**After a revised letter is submitted, these various requests will be brought to the Village Board with the Minor PUD Amendment request for lighting (if that one is pursued).**

- 27) If the anticipated phasing order (Lot 42 first, Lot 41 second, Lot 40 third, Lot 43 fourth) is not followed, building permit plans shall include revised plans indicating updated timelines and extents that specific public and private improvements shall be installed.

7/7/10: Note that staff is updating this condition to read "...as agreed to by staff and the applicant." to make it more clear. Standing condition.

**This condition is only relevant if the planned phasing changes.**

- 28) The plans shall be revised to show the portion of the parking lot on Lot 43 that may be constructed at the applicant's choice at the time of construction of Lot 42, prior to recording.

7/7/10: This condition should be addressed by Koziol Engineering at this time.

**A note has been provided on the plans included in the re-submittal stating that 15 parking spaces and associated drive aisle on Lot 43 may be constructed with Lot 42. This is ok and will need to be further reviewed by staff and the applicant at the time of application for first building permit. This is complete.**

- 29) The Lot 43 ground sign may be installed at either the northwest or northeast corner of said Lot without requiring a Minor PUD Amendment. It is currently shown on the plans at the northeast corner of the Lot.

7/7/10: Standing condition. No comment.

**No comment.**

- 30) The applicant shall consider adding a feature at the north end of the site on Lot 40 to mark the north entry to the Village, prior to recording.

7/7/10: What is the applicant's response to this condition? Staff noted that this is the current north entrance to the Village limits and would suggest the developer install a Village entry sign in the right-of-way.

**The letter from Koziol Engineering provided with the re-submittal states the owner is agreeable to allowing the Village to install said sign on the property. The Village is not interested in installing a sign. The comment was to have the applicant consider installing a feature. There is no requirement to install.**

31) The Final Plat shall be dated, prior to recording.

7/7/10: This condition should be addressed by R.B. & Associates at this time.

**Revision dates were added to the Final Plat, however the latest date reads February 15, 2010 and needs to be corrected to read February 15, 2012.**

**Also submitted on February 24, 2012 was a copy of the draft Covenants. This will be reviewed by the Village Attorney prior to recording. EEI's comments are included in their review.**

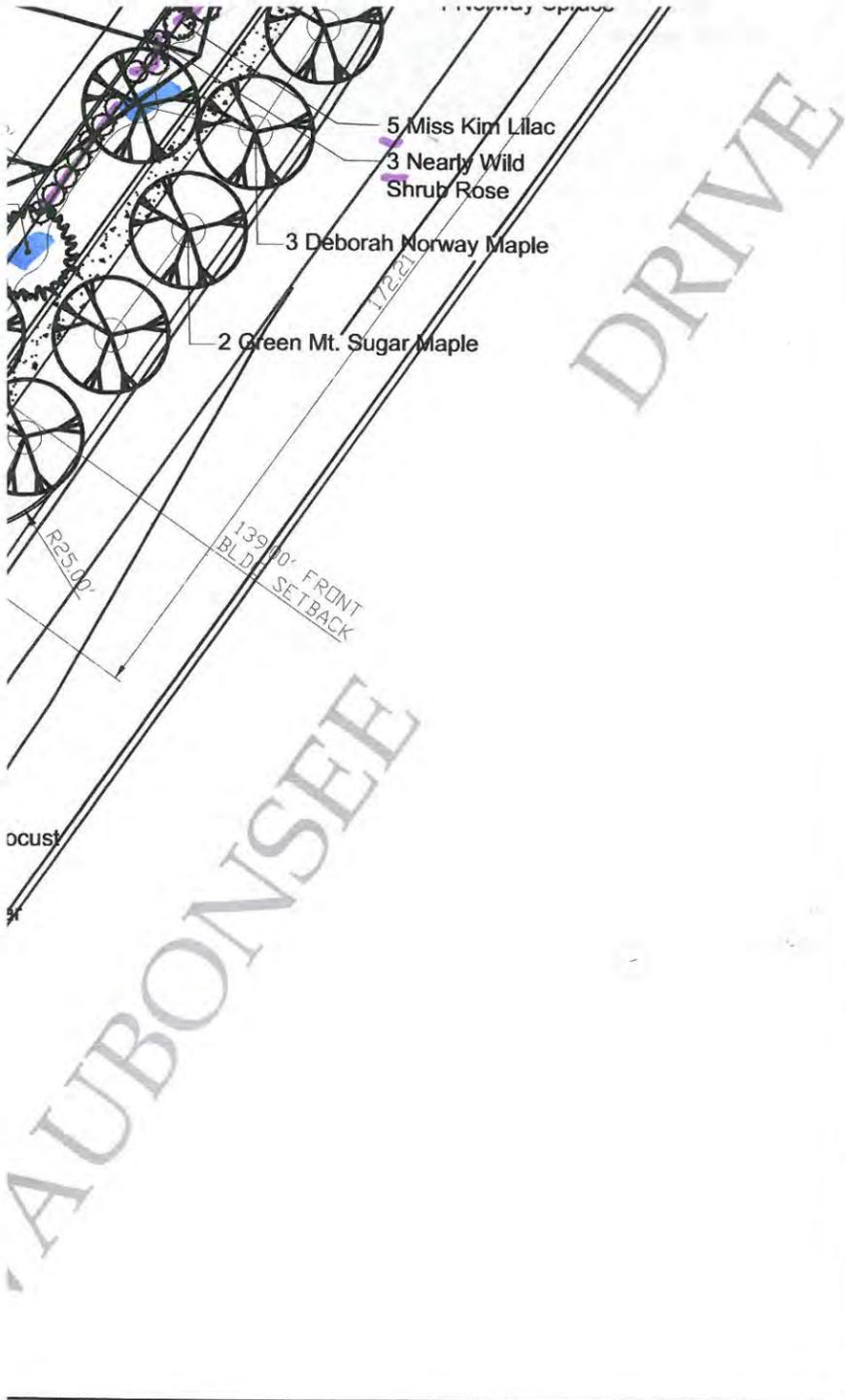
**Conditions 22 and 26 will require an application for Minor PUD Amendment and / or review by the Village Board. This project will be scheduled for the appropriate meetings after application is made. If you have any questions, please contact me.**

Sincerely,



Michael P. Ferencak, AICP  
Village Planner  
Community Development Department  
Village of Sugar Grove  
630-466-8954 x36  
[mferencak@sugar-grove.il.us](mailto:mferencak@sugar-grove.il.us)

cc: Brent Eichelberger, Village Administrator  
Steve Andersson, Village Attorney  
Rich Young, Community Development Director  
Tony Speciale, Public Works Director  
Dave Burroughs, Village Engineering Consultant  
Michele Piotrowski, Village Engineering Consultant  
Michelle Noyes, Chief Building Inspector  
File



Qty.	Size	Common Name	Latin Name
52	- 1 gal. pot	Karl Foerster Feather Reed Grass	Calamagrostis x acutiflora 'Karl Foerster'
31	- 1 gal. pot	Prairie Dropseed	Sporobolus heterolepis
114	- 1 gal. pot	Daylily Mix	50% Hemerocallis 'Happy Returns' and 50% 'Chicago Apache'
68	- 1 gal. pot	Dwarf Ft. Grass	Pennisetum alopecuroides 'Hameln'

### LANDSCAPE REQUIREMENTS

<p>160' Foundation Plantings-Lot 40 280 Linear Feet</p> <table border="1"> <thead> <tr> <th>Required by</th> <th>Current Ordinance:</th> <th>Proposed:</th> </tr> </thead> <tbody> <tr> <td><del>NONE</del> 8</td> <td>14 Trees</td> <td>0 4 Trees</td> </tr> <tr> <td><del>NONE</del> 48</td> <td>84 Shrubs</td> <td>48 Shrubs</td> </tr> <tr> <td><del>NONE</del></td> <td>NONE</td> <td>33 Grasses</td> </tr> </tbody> </table>	Required by	Current Ordinance:	Proposed:	<del>NONE</del> 8	14 Trees	0 4 Trees	<del>NONE</del> 48	84 Shrubs	48 Shrubs	<del>NONE</del>	NONE	33 Grasses	<p>37' Parking Lot Landscaping 3 Islands</p> <table border="1"> <thead> <tr> <th>Required by</th> <th>Current Ordinance:</th> <th>Proposed:</th> </tr> </thead> <tbody> <tr> <td><del>NONE</del></td> <td>3 Shade Trees</td> <td>3 Shade Tree</td> </tr> <tr> <td></td> <td>37</td> <td>31</td> </tr> </tbody> </table>	Required by	Current Ordinance:	Proposed:	<del>NONE</del>	3 Shade Trees	3 Shade Tree		37	31			
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**lege Corner**  
**Grove, IL**



SCALE:  
1" = 30'



college-corner-landscape2012.dwg

**Drawn/Revised**

MAK/JU	01-14-10
MAK/JU	01-27-10
MAK/JU	05-28-10
MAK/JU	06-09-10
MAK/JU	07-26-10
MAK/JU	09-21-11
MAK/JU	02-22-12



April 6, 2012

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

**Re: College Corner  
(NW Corner of Route 47 & Waubensee Drive)  
Sugar Grove, Illinois  
2<sup>nd</sup> Review**

Dear Mr. Young:

We have received the following:

- Preliminary Engineering for College Corner revised February 29, 2012 and prepared by Koziol Engineering Services (6 Sheets)
- Preliminary Plat of Subdivision revised February 29, 2012 and prepared by Koziol Engineering Services (2 Sheets)
- Final Plat of College Corner Subdivision prepared by RB & Associates Land Surveyors, Inc. revised on July 20, 2010 (2 Sheets)
- Preliminary Signage Plan revised February 29, 2012 and prepared by Koziol Engineering Services
- Photometric Plan dated February 17, 2012 and prepared by RAB Lighting (3 versions – 2 pages each)
- Protective Covenants dated February 24, 2012 and prepared by The Law Offices of Daniel J. Kramer

Our review of these plans is to generally determine the plan's compliance with Village ordinances and whether the improvements will conform to existing Village systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering practice. Engineering Enterprises, Inc.'s review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans. Our comments are as follows:

#### **General**

1. The surface water statement shall be signed by the owner.
2. Permits or Sign-offs will be required from the following agencies will be required prior to final engineering approval:

- a. (IDNR) Consultation Agency Action Report regarding endangered/threatened species or natural areas, (Received – This may need to be updated depending on when construction occurs at the time of final engineering.)
  - b. (IHPA) Division of Preservation Services regarding Historic and Archaeological Resources, (Received)
  - c. Kane-Dupage Land Use Opinion
  - d. (IEPA) Division of Water Pollution Control regarding Sanitary Sewer Facilities,
  - e. (IEPA) Division of Public Water Supplies regarding water supply and distribution,
  - f. (IEPA) Division of Water Pollution Control regarding a Notice of Intent (NOI) General permit to discharge storm water, and
  - g. Any required access permits from IDOT for Route 47.
3. At the time of final engineering, a stormwater application shall be submitted.
4. Prior to recording of the final plat, an irrevocable letter of credit in the amount of 120% of the amount of the Engineer's Estimate of Probable Construction Costs shall be on file with the Village. The Engineer's Estimate of Probable Construction Costs shall be submitted for review, and shall include, at a minimum, the following:
- a. Mass grading
  - b. Soil stabilization for the entire site
  - c. Soil erosion control for the entire site
  - d. Water main, including:
    - i. Water main from Heartland Drive to Route 47
    - ii. Water main structure adjustments/relocation
    - iii. All water service stubs (including fire hydrant relocations)
    - iv. B-box abandonment
  - e. Sanitary sewer
    - i. Sewer extension from Waubensee Drive
    - ii. Service stubs to the building setback and/or edge of proposed paved areas to be installed
    - iii. Services to be abandoned
  - f. Storm sewer
    - i. Storm sewer from Lot 39 to the detention pond south of Waubensee Drive
    - ii. Storm sewers within the rights of way (including the first structure outside of the right of way)
  - g. Bike path
  - h. Parking lot access – The access road along the northwest and northeast property lines of lot 42 (This will ensure that access is obtained for all four lots.)
  - i. All improvements located within the right of way, including:
    - i. Grading
    - ii. Restoration (including topsoil)
    - iii. Parkway trees
    - iv. Two (2) entrances onto Heartland Drive
    - v. One (1) entrance onto Waubensee Drive
    - vi. Relocation of street light at the proposed entrance onto Waubensee Drive
    - vii. Access aisles (the intention for security purposes is to provide for any access aisles required to develop any of the lots; however, for cost estimating purposes, include the cost to construct the access aisles surrounding Lot 42)

5. Individual final site plans will be required for each lot within the subdivision. For the purposes of the Preliminary Plan, staging of construction and/or lots should be provided such that two entrances/exits into the subdivision will be constructed at the beginning of the project for public safety and emergency use reasons. In addition, the owner/developer shall indicate the required minimum improvements for each lot. When preparing a phasing plan, the "public improvements" as outlined in our Comment No. 4 above shall be considered and addressed. Please note the Route 47 Improvements and the Right-in-Right-out are not to be included in the letter of credit for the Village because these improvements are permitted through IDOT. However, the phasing of these improvements shall be the responsibility of the overall subdivider/developer and the timing of the improvement shall be indicated as part of the phasing plan.
6. We defer to Village Staff regarding the photometric plan. The streetlight wiring location and depth and the street light foundation detail shall be provided at the time of final design.
7. The covenants for the subdivision have been provided. Consistent with our letter dated July 30, 2010, the following shall be outlined within this document:
  - a. Maintenance responsibilities for all common improvements within the subdivision (i.e. storm sewer, sanitary sewer services, water services, overland flow route, landscaping, mowing)
  - b. Maintenance and monitoring program shall be established for the pervious paving (i.e. specify the required light and heavy vacuuming required, the frequencies of such maintenance items, and who is responsible for this type of maintenance).
  - c. Pervious paving will always remain pervious pavement due to stormwater management restrictions. (We believe this may have been addressed in Section 4.5.a.i, but recommend the Village confirm this is acceptable.)
  - d. The responsibility of the maintenance of the storm sewer improvements across Waubensee Drive shall be indicated.

### **Preliminary Engineering Plan**

#### **Sheet C1**

8. Two benchmarks and associated datum shall be provided. Currently, only one benchmark is provided and the datum is not specified. The datum of this benchmark is NGVD 29. In addition to this benchmark, one other benchmark shall be provided.

#### **Sheet C4**

9. No sanitary or water main structure shall be installed in a paved area (except Sanitary Manhole No. 2 which was previously found acceptable by Village staff). Currently, some of the structures that are shown within paved areas include:
  - a. Existing San Manhole No. 1 (This structure shall be removed, and a note shall be indicated accordingly.)
  - b. Existing VV at the north corner of the site (Village staff has agreed to allow the Engineer to move the island along the north portion of Lot 40 such that the island will be at the same location as the existing valve vault and fire hydrant.)
10. We will defer to the Sugar Grove Fire Protection District regarding the fire service sizes and requirements and whether or not a fire service shall be provided for Lot 41 (one is not currently shown).

Sheet C5

11. We will defer to the Sugar Grove Fire Protection District regarding any fire access issues.

Sheet C6

12. Since the previous submittal in 2010, the site has been raised in general by 1 foot, including the top of foundation elevations for the building. As a result, it shall be further noted the sites for lots 41 and 42 are being raised on average by 2' to 3'. Lot 41 will be approximately 5 to 6 feet above the adjacent roadways.
13. Detailed grading shall be modified at the time of final engineering to ensure the following:
  - a. The parking lot will have a slope not greater than the recommended 4%.
  - b. The ADA ramps meet the required slopes and have the appropriate landing requirements.
  - c. The grading is still appropriate given the actual building footprint.
14. A note shall be added to the plans that the Valve Vault at the northeast corner of the site shall be raised/extended per the direction of the Village.
15. The elevation at the curb and cutter line (both proposed and existing) shall be indicated as the top of curb or edge of pavement elevation.
16. The contours along the bike path along Heartland Drive, particularly towards the southeast, shall be modified to minimize the longitudinal slope. In addition, the 709 contour along the southwest portion of Waubonsee shall be modified to ensure a maximum of a 2% cross-slope is provided along the bike path.
17. Certain locations along the bike path have slopes of up to 25%. The concern for such slopes is that over time, the soil could erode or be pushed into the bike path, ultimately reducing the width of the bike path and making it more challenging to maintain. We defer to Village staff regarding whether or not staff finds this acceptable.
18. A note shall be added to the plans indicating the existing catch basin at the northeast corner of the site shall be raised. (The existing rim elevation is 704.25, and the proposed grade is approximately 707±.

Transportation Comments:

19. A hard copy of the final plan set for the Right-in-right-out access point and associated Route 47 improvements associated with the IDOT submittal shall be provided to the Village for record. In addition, a copy of the most current response from IDOT shall be submitted. Ultimately, these improvements require IDOT approval, and a copy of such approval/permit shall be provided to the Village for reference.

Mr. Rich Young  
April 6, 2012  
Page 5 of 5

**Final Plat**

20. Under the "Easement Notes," a fourth note shall be added similar to the following, "Blanket Easements are subject to the Public Utility and Drainage Easement provisions."

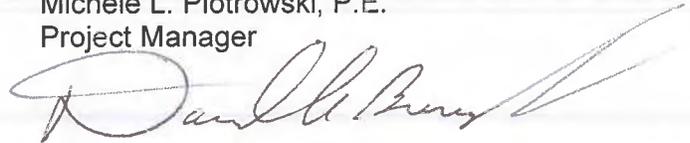
The plans and plat shall be revised per the above comments and resubmitted. Please contact our office if you have any questions or if you require any additional information.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.



Michele L. Piotrowski, P.E.  
Project Manager



David Burroughs, P.E.  
Senior Vice President

MLP/arf

pc: Mr. Brent Eichelberger, Village Administrator  
Mr. Anthony Speciale, Director of Public Works  
Mr. Mike Ferencak, Planner  
Ms. Michelle Noyes, Building Inspector

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** RICHARD YOUNG, COMMUNITY DEVELOPMENT DIRECTOR  
MIKE FERENCAK, VILLAGE PLANNER  
**SUBJECT:** DISCUSSION: PROPOSED MINOR AMENDMENT TO THE  
COLLEGE CORNER PLANNED UNIT DEVELOPMENT (PUD)  
**AGENDA:** JULY 17, 2012 COMMITTEE OF THE WHOLE MEETING  
**DATE:** JULY 13, 2012

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**ISSUE**

Should the Village amend the College Corner PUD.

**DISCUSSION**

The applicant, Castle Bank as Trustee under #2751 (Jim Ratos), is proposing to amend the Planned Unit Development Ordinance approved on June 15, 2010 for the College Corner development. College Corner is a commercial project consisting of four future buildings on four lots. The PUD Ordinance approved the Preliminary PUD for the entire site and four Final PUDs, one for each lot. The Ordinance also included a Special Use for the proposed restaurant drive-thru on Lot 41.

On June 5, 2012, the applicant received approval from the Village Board to extend the completion date of the four Final PUDs to June 15, 2015.

The applicant is proposing to amend conditions 22 and 26 of the PUD Ordinance.

**Lighting (PUD Condition 22)**

The PUD Ordinance approved a Photometric Plan dated June 9, 2010. Condition 22 of the PUD Ordinance required:

“The generic parking lot pole detail / elevation shall be updated to site-specific information. The light fixture must be mounted flush to the ground with total height dimensioned and not to exceed 25’. The pole should be labeled as dark bronze in color. The high pressure sodium lighting shall be changed to phosphor-coated ceramic metal halide lighting. The following foot candle requirements shall be met with the change: maximum average footcandles 0.60, maximum hot spot footcandles 2.0, maximum property line footcandles 0.10. These changes shall be made prior to recording.”

At this time, the applicant has requested the use of one of two alternate high pressure sodium photometric plans instead of the metal halide lighting plan specified above.

Staff believes that the technology on lighting is changing so rapidly that the Village and the developer would be best served by a postponement of the recommendation on this

issue until such time as the property owner is ready to develop this site. The Village and the developer would then have the benefit of the current lighting technology on which to make a recommendation.

### **Letter of Credit Submittal (PUD Condition 26)**

Section 12-4-5-4 of the Subdivision Ordinance requires a construction guarantee. Typically, a letter of credit is submitted. The Ordinance requires that the letter of credit be in effect for a period of 2 1/2 years from the date of recording of the final plat. Further, in the subject PUD Ordinance, condition 26 states:

“A letter of credit in the amount of 120% of the engineering cost estimate of the public improvements shall be submitted, prior to recording the Final Plat”.

At this time, the Final Plat has not been recorded. It is Village policy for staff to record these documents. Staff will not record the documents until all of the conditions of the PUD Ordinance have been addressed. Since they have not all been addressed (please see attached letter dated April 11, 2012), it has not been recorded.

The applicant requested: “that the time requirement for recording of the Final Plat which is normally thirty (30) days from the adoption of the Final PUD Ordinance pursuant to Section 11-11-6-D-6 of the Zoning Ordinance be modified as a Minor PUD Amendment to permit recording on or before June 15, 2015. Concurrent with that request would be the delaying of posting of letter of credit or subdivision bond, which would be posted the earlier of the completion of all subdivision improvements or upon submission of Final Plat for signature and recording.”

A Minor PUD Amendment cannot be used to amend the Zoning Ordinance requirement. In any case, the Zoning Ordinance requirement is not followed, as it is Village policy to have staff record the documents. So the Minor PUD Amendment is simply to revise condition 26 of the PUD Ordinance to state:

“A letter of credit in the amount of 120% of the engineering cost estimate of the public improvements shall be submitted, on or before June 15, 2015 and must be effective for the 2 ½ years beyond the date of the recording of the Final Plat.”

The Plan Commission reviewed this request at the June 27, 2012 meeting. The Plan Commission recommended approval of the Minor PUD Amendment as recommended by staff by a vote of 6-0. This means no change to Condition 22 and a change to Condition 26 as described in the paragraph above.

The following items are attached for your information:

1. Staff Report to the June 27, 2012 Plan Commission meeting
2. Status of Pre-Recording Letter dated April 11, 2012
3. Area Map

### **COST**

This project did not require a public hearing. The applicant paid an application fee. There were no direct Village costs involved with this item.

**RECOMMENDATION**

That the Committee of the Whole review and place this Minor PUD Amendment of College Corner on a Regular Village Board meeting agenda for approval.

**STAFF REPORT TO THE SUGAR GROVE PLANNING COMMISSION  
FROM RICHARD YOUNG CD DIRECTOR AND MIKE FERENCAK, VILLAGE  
PLANNER**

**GENERAL CASEFILE INFORMATION**

Commission Meeting Date: June 27, 2012

Petition Number: 12-006

Project Name: College Corner Minor PUD Amendment

Petitioner: Castle Bank as Trustee under Trust #2751

Request: 1. Minor PUD  
Amendment for College Corner (Ordinance 2010-0615D)

Location: At the northwest corner of State Route 47 and Waubensee Drive

Parcel Number(s): 14-08-251-001  
14-08-251-026

Size: 174,226 square feet or 4.00 acres

Street Frontage: 494 feet along State Route 47  
350 feet along Waubensee Drive  
504 feet along Heartland Drive

Current Zoning: B-3 Regional Business District PUD

Contiguous Zoning: NORTH: unincorporated Kane County  
SOUTH: (across Waubensee Drive) B-3 Regional Business District  
EAST: (across State Route 47) unincorporated Kane County  
WEST: (across Heartland Drive) M-1 Limited Manufacturing District and B-3 Regional Business District at the northwest

Current Land Use: Open / vacant

Contiguous Land Use: NORTH: Open / Vacant  
SOUTH: (across Waubensee Drive) Village-owned detention pond  
EAST: (across State Route 47) Waubensee Community College  
WEST: (across Heartland Drive) American Heartland Trust

Bank, multi-tenant office building, open / vacant

Comp Plan Designation: Corridor Commercial

Exhibits: Minor PUD Amendment application submitted May 10, 2012  
Request Letter from Applicant dated April 20, 2012  
Status of Pre-Recording Letter dated April 11, 2012  
Photometric Plans (2) dated February 17, 2012

### **CHARACTER OF THE AREA**

The subject site is located at the northwest corner of State Route 47 & Waubensee Drive. The character of the area is mixed with office / warehouse buildings to the west and Waubensee Community College to the east. All other land in the vicinity is vacant commercial land.

### **DEVELOPMENT PROPOSAL**

The Planning Commission will consider requests for:

1. Minor PUD Amendment for College Corner (Ordinance 2010-0615D)

This PUD Amendment would amend conditions 22 and 26 of the Ordinance.

### **HISTORY**

The applicant, Castle Bank as Trustee under #2751, is proposing to amend the Planned Unit Development Ordinance approved on June 15, 2010 for the College Corner development. College Corner is a commercial project consisting of four future buildings on four lots. The PUD Ordinance approved the Preliminary PUD for the entire site and four Final PUDs, one for each lot. The Ordinance also included a Special Use for the proposed restaurant drive-thru on Lot 41.

On June 5, 2012, the applicant received approval from the Village Board to extend the completion date of the four Final PUDs to June 15, 2015.

The applicant is proposing to amend conditions 22 and 26 of the Ordinance. Condition 22 concerns the proposed lighting on the site, while condition 26 concerns the letter of credit submittal.

### **EVALUATION**

#### **Lighting (PUD Condition 22)**

The PUD Ordinance approved a Photometric Plan dated June 9, 2010. Condition 22 of the PUD Ordinance required:

“The generic parking lot pole detail / elevation shall be updated to site-specific information. The light fixture must be mounted flush to the ground with total height dimensioned and not to exceed 25’. The pole should be labeled as dark bronze in color. The high pressure sodium lighting shall be changed to phosphor-coated ceramic metal halide lighting. The following foot candle requirements shall be met with the change: maximum average footcandles 0.60, maximum hot spot footcandles 2.0, maximum property line footcandles 0.10. These changes shall be made prior to recording.”

At this time, the applicant has requested the use of one of two alternate high pressure sodium photometric plans.

Staff believes that the technology on lighting is changing so rapidly that the village and the developer would be best served by a postponement of the recommendation on this issue until such time as the property owner is ready to develop this site. The village and the developer would then have the benefit of the current lighting technology on which to make a recommendation.

**Letter of Credit Submittal (PUD Condition 26)**

Section 12-4-5-4 of the Subdivision Ordinance requires a construction guarantee. Typically, a letter of credit is submitted. The Ordinance requires that the letter of credit be in effect for a period of 2 1/2 years from the date of recording of the final plat. Further, in the subject PUD Ordinance, condition 26 states:

“A letter of credit in the amount of 120% of the engineering cost estimate of the public improvements shall be submitted, prior to recording the Final Plat”.

At this time, the Final Plat has not been recorded. It is Village policy for staff to record these documents. Staff will not record the documents until all of the conditions of the PUD Ordinance have been addressed. Since they have not all been addressed (please see attached letter dated April 11, 2012), it has not been recorded.

The applicant requested “that the time requirement for recording of the Final Plat which is normally thirty (30) days from the adoption of the Final PUD Ordinance pursuant to Section 11-11-6-D-6 of the Zoning Ordinance be modified as a Minor PUD Amendment to permit recording on or before June 15, 2015. Concurrent with that request would be the delaying of posting of letter of credit or subdivision bond, which would be posted the earlier of the completion of all subdivision improvements or upon submission of Final Plat for signature and recording.”

A Minor PUD Amendment cannot be used to amend the Zoning Ordinance requirement. In any case, the Zoning Ordinance requirement is not followed, as it is Village policy to have staff record the documents. So the Minor PUD Amendment is simply to revise condition 26 of the PUD Ordinance to state:

“A letter of credit in the amount of 120% of the engineering cost estimate of the public improvements shall be submitted, on or before June 15, 2015 and must be effective for the 2 ½ years beyond the date

of the recording of the Final Plat.”

**PUBLIC RESPONSE**

As a Minor PUD Amendment, this request does not require a public hearing. Staff has not received any public inquiries regarding this proposal.

**STAFF RECOMMENDATION**

Staff recommends no action on the Minor PUD Amendment condition 22 until the property owner is ready to start the development of the property at which time condition 22 will be re-evaluated and a recommendation made to the Plan Commission and the Village Board. With regards to PUD condition 26, Staff recommends approval with the changes as noted approve.



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

**Ordinance NO.20120717A**

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**An Ordinance Amending the Rules for Public Comment  
at Village Board Meetings for the Village of Sugar Grove,  
Kane County, Illinois**

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Adopted by the  
Board of Trustees and President  
of the Village of Sugar Grove  
this 17th day of July, 2012.

Published in Pamphlet Form  
by authority of the Board of Trustees  
of the Village of Sugar Grove, Kane County,  
Illinois, this 17th day of July, 2012.

**ORDINANCE NO. 2012-0717A**

**An Ordinance Amending the Rules for Public Comment  
at Village Board Meetings for the Village of Sugar Grove,  
Kane County, Illinois**

**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 wishes to amend Section 1-8-2(G) of the Village of Sugar Grove Code of Ordinances to provide detailed rules regarding public comment pursuant to Section 2.06 of the Open Meetings Act, 5 ILCS 120/2.06,

**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: AMENDMENT**

The Village hereby approves the Amendment to Section 1-8-2(G) of the Village of Sugar Grove Code of Ordinances as described below, and authorizes the Village President, Clerk and staff to execute said Amendment and take such actions as are necessary to effectuate said Amendment:

G. Visitors: Except during the time allotted for public discussion and comment, no person, other than a member of the Board, shall address that body, except with the consent of two (2) of the members present. Members of the public wishing to address the Board shall adhere to the following rules and procedures:

1. Complete the public comment sign-in sheet prior to the start of the meeting.
2. The Village President will call members of the public to the podium in order of sign-up.
3. Upon reaching the podium, the speaker should clearly state his or her name and address.
4. Individual comment is limited to three (3) minutes. The Village President will notify the speaker when time has expired.
5. Persons addressing the Board shall refrain from commenting about the private activities, lifestyles, or beliefs of others, including Village employees and elected officials, which are unrelated to the business of the Village Board. Also, speakers should refrain from comments or conduct that is uncivil, rude, vulgar, profane, or

otherwise disruptive. Any person engaging in such conduct shall be requested to leave the meeting.

- 6. The aforementioned rules pertaining to public comment may be waived by the Village President, or by a majority of a quorum of the Village Board.

**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 17th day of July, 2012.

\_\_\_\_\_  
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 Mari Johnson	___	___	___	___
Trustee Thomas Renk	___	___	___	___
Trustee Rick Montalto	___	___	___	___
Trustee Robert E. Bohler	___	___	___	___
Trustee David Paluch	___	___	___	___
Trustee Kevin M. Geary	___	___	___	___
President P. Sean Michels	___	___	___	___

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** CINDY GALBREATH, VILLAGE CLERK  
**SUBJECT:** ORDINANCE AMENDING 1-8-2 – ADOPTING  
PROCEDURES FOR PUBLIC COMMENT  
**AGENDA:** JULY 17, 2012 CONSENT AGENDA  
**DATE:** JUNE 14, 2012

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**ISSUE**

Should the Village Board rules and procedures for public discussion and comment.

**DISCUSSION**

The Board discussed setting procedures for public comment at the June 3, 2012 meeting. The Board was in favor of amending Village Code 1-8-2-G, to adopt to adopt public comment procedures. The Board asked staff if a provision should be included to allow for a person or persons to be removed from a meeting for disorderly conduct. 1-8-C-2 of the Village Code contains this provision.

*1-8-4-C2. Disturbances Or Disorderly Conduct: In case of any disturbances or disorderly conduct, the presiding officer shall have the power to require the chamber to be cleared.*

Proposed Amendment to 1-8-2-G:

G. Visitors: Except during the time allotted for public discussion and comment, no person, other than a member of the Board, shall address that body, except with the consent of two (2) of the members present. **Members of the public wishing to address the Board shall adhere to the following rules and procedures:**

1. **Complete the public comment sign-in sheet prior to the start of the meeting.**
2. **The Village President will call members of the public to the podium in order of sign-up.**
3. **Upon reaching the podium, the speaker should clearly state his or her name and address.**

4. **Individual comment is limited to three (3) minutes. The Village President will notify the speaker when time has expired.**
5. **Persons addressing the Board shall refrain from commenting about the private activities, lifestyles, or beliefs of others, including Village employees and elected officials, which are unrelated to the business of the Village Board. Also, speakers should refrain from comments or conduct that is uncivil, rude, vulgar, profane, or otherwise disruptive. Any person engaging in such conduct shall be requested to leave the meeting.**
6. **The aforementioned rules pertaining to public comment may be waived by the Village President, or by a majority of a quorum of the Village Board.**

The ordinance amending is attached.

### **COSTS**

There is no cost associated with the adoption of this ordinance.

### **RECOMMENDATION**

That the Village Board Adopts Ordinance 2012-077A, Adopting Procedures for Public Comment (amending code 1-8-2).

## Chapter 6 Required Improvements of Title 12 Subdivision Regulations

### 12-6-9: SIDEWALKS AND ~~TRAILS~~PATHS:

- A. Sidewalks: Concrete sidewalks of Portland cement at least five feet (5') in width shall be constructed ~~as specified in chapter 11 of this title~~ in accordance with the Standard Specifications for Improvements as illustrated in Chapter 11 of this Title on both sides of all streets ~~in residential, commercial and industrial subdivisions~~. In locations designated by the Village, a bike path may be required in lieu of a sidewalk on one side of the street. ~~At final plat approval, the village board may defer installation of sidewalks on one side of any or all streets in commercial and industrial subdivisions; provided, however, that the final plat must include a provision that the village board may require installation of additional sidewalks at a subsequent date on any or all streets having sidewalks on one side in accordance with procedures established in 65 Illinois Compiled Statutes 5/11-84. Unless otherwise approved by the village board, all s~~Sidewalks shall be located within the street right of way and not more than one foot (1') inside the right of way.
- B. ~~Trails~~Paths: Paths shall be installed on one side of all arterial and collector streets, at locations as recommended by the Community Development Director or his/her designee and designated-approved by the Village Board. ~~Trails~~Paths shall be at least ten feet (10') in width and constructed according to specifications in subsection 12-11-20W of this title in accordance with the Standard Specifications for Improvements illustrated in Chapter 11 of this Title.
- C. Accessible Ramps at Intersections: All sidewalks and paths shall be provided with concrete handicap ramps at all intersections in accordance with State of Illinois and / or Illinois Accessibility Code, and / or Federal ADA guidelines for accessible design. All ramps to depressed curbs shall be as per ADA guidelines, and in accordance with the Standard Specifications for Improvements illustrated in Chapter 11 of this Title. If any conflicts between the ADA guidelines and / or Illinois Accessibility Code and Standard Specifications for Improvements exist, the ADA guidelines and / or Illinois Accessibility Code shall govern.

## Chapter 11 Standard Specifications for Improvements of Title 12 Subdivision Regulations

### 12-11-4: SIDEWALKS AND ~~TRAILS~~PATHS:

#### 12-11-4-1: SIDEWALKS:

~~All public sidewalks shall be constructed in accordance with the following specifications:~~

- ~~A. Base: The base shall be four inches (4") of compacted crushed stone on a dry natural or compacted subgrade. In no case shall the base be placed on a subgrade of topsoil or other unsuitable material.~~
- ~~B. Specifications: The sidewalk shall be five feet (5') wide and shall be placed one foot (1') from the right of way boundary on public property. The sidewalk shall be a minimum of four inches (4") in thickness and at all drive locations this minimum thickness shall be increased six inches (6").~~
- ~~C. Concrete; Membrane Curing: The concrete used shall be class X concrete and shall be cured as specified in the "Standard Specifications For Road And Bridge Construction", latest edition. Membrane curing with W. R. Meadows CS 309, or approved equal, with a white fugitive dye will be required as per type II membrane curing.~~
- ~~D. Surface Finish: The surface finish shall be a light broom finish.~~
- ~~E. Contraction Joints: The sidewalk shall be constructed with contraction joints at five foot (5') intervals and shall be saw cut to a minimum depth of one inch (1") full width within twenty four (24) hours of concrete placement or tooled at the time of placement to the same depth.~~
- ~~F. Curing Compound; Protective Coating: A minimum six (6) bag mix with a five percent (5%) to seven percent (7%) air entrainment shall be used on all public work within the village. Concrete delivery tickets from the concrete supplier with this information and the location and date of the pour shall be submitted to the village prior to any village approvals of said work. A copy of the dated billing for the curing compound and protective coating shall also be required prior to approval.~~
- ~~G. Handicapped Access Ramps: Handicapped access ramps shall be provided at all intersections in accordance with the latest IDOT standards.~~

A. All sidewalks shall be constructed per the detail on the Village of Sugar Grove Standard Detail Sheets in Section 12-11-20W.

B. All ADA accessible ramps shall be constructed per the detail on the Village of Sugar Grove Standard Detail Sheets in Section 12-11-20W. If any conflicts between the

ADA guidelines and / or Illinois Accessibility Code and the Standard Detail Sheets exist, the ADA guidelines and / or Illinois Accessibility Code shall govern.

**12-11-4-2: ~~TRAILS~~PATHS:**

~~All multiuse trails shall be constructed in accordance with the following:~~

- ~~A. Base: The base shall be six inch (6") aggregate base type B (CA-6) on compacted subgrade. Geotextile fabric/Slipac 4NP shall be installed under the base if required by the village engineer.~~
- ~~B. Specifications: Trails shall be ten feet (10') wide minimum, with two inches (2") of bituminous concrete surface course, class I mix D, with a two percent (2%) minimum cross slope.~~
- ~~C. Handicapped Access Ramps: Handicapped access ramps shall be provided at all intersections in accordance with the latest IDOT standards.~~

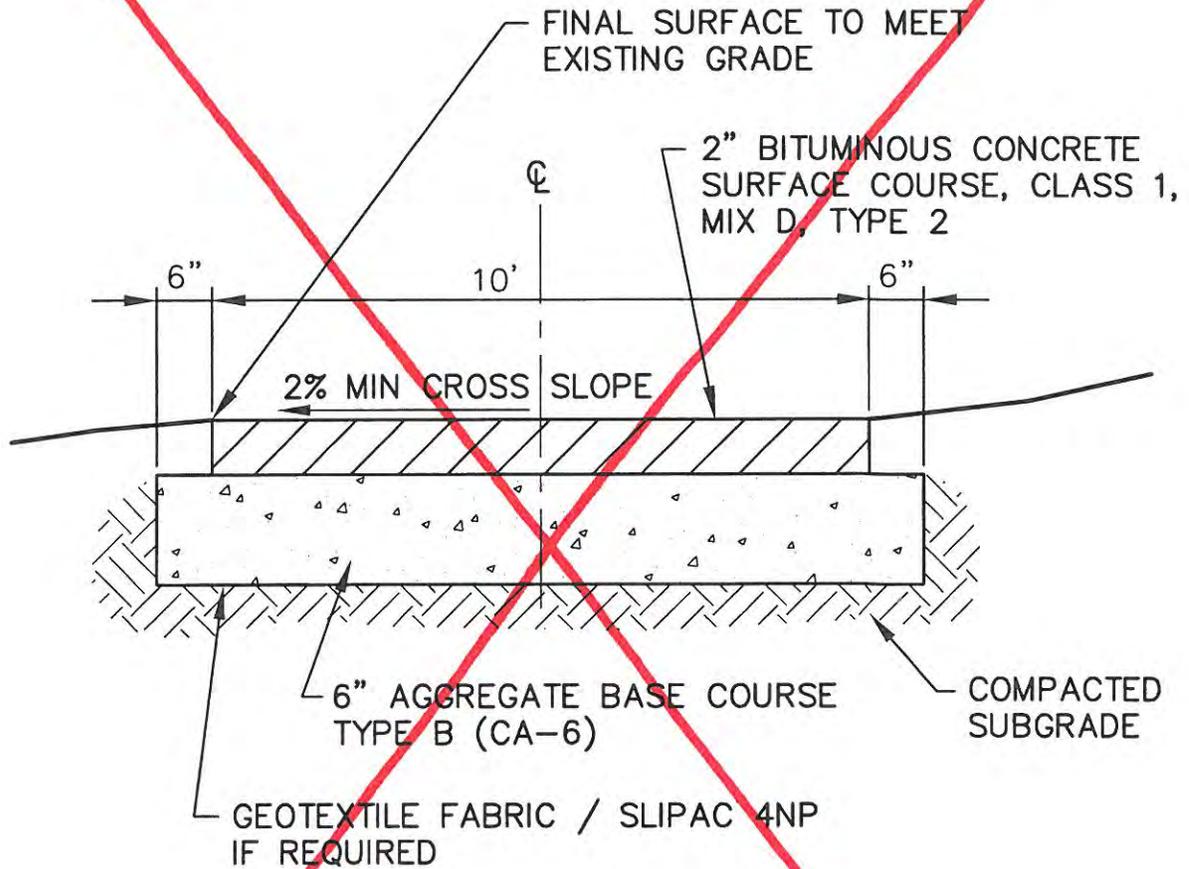
A. All paths shall be constructed per the details on the Village of Sugar Grove Standard Detail Sheets in Section 12-11-20W.

B. All ADA accessible ramps shall be constructed per the detail on the Village of Sugar Grove Standard Detail Sheets in Section 12-11-20W. If any conflicts between the ADA guidelines and / or Illinois Accessibility Code and the Standard Detail Sheets exist, the ADA guidelines and / or Illinois Accessibility Code shall govern.

**12-11-20: EXHIBITS:**

**(See attached)**

**REMOVE**



**TYPICAL TRAIL SECTION**



VILLAGE OF  
SUGAR GROVE  
10 Municipal Drive  
Sugar Grove, IL 60554  
630/466-4507 phone - 630/466-4521 fax

SCALE:  
N.T.S.

DATE:  
1/07/04

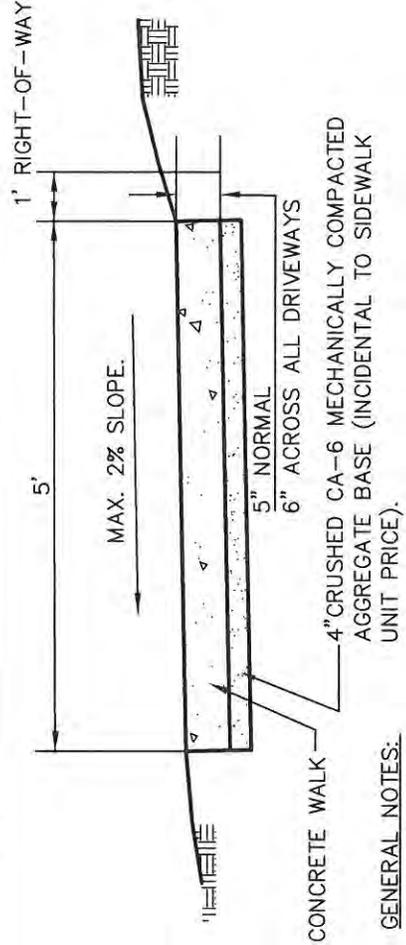
DRAWING  
NUMBER:

**SG01**

DRAWN BY:  
WCP

REVISED:

# ADD



**GENERAL NOTES:**

1. REMOVE ALL TOPSOIL. PLACE CONCRETE ON 4" COMPACTED CA-6 STONE.
2. A CONTROL (CONTRACTION) JOINT SHALL BE TOOLED AT 5' INTERVALS AT THE TIME OF PLACEMENT. EXPANSION JOINTS WITH 1/2" BITUMINOUS FILLER MATERIAL SHALL BE SPACED AT INTERVALS SPECIFIED BELOW, AND AT 2.5' EITHER SIDE OF UTILITY STRUCTURE.
3. SIDEWALK SHALL BE 6" THICK MIN. AT DRIVEWAY CROSSINGS, AND AT WHEEL CHAIR RAMPS, 5" MIN. OTHER AREAS.
4. CONCRETE SHALL BE CLASS SI.
5. PLACE 3/4" PREFORMED BIT. FILLER MATERIAL AT THE FULL DEPTH OF CONCRETE AT EDGES ABUTTING SIDEWALKS, CONCRETE DRIVES OR PRIVATE SIDEWALKS.

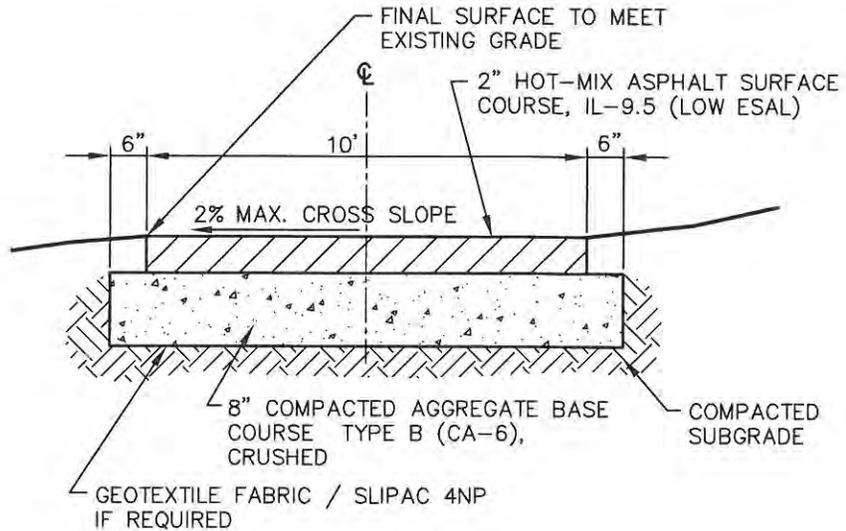
TYPICAL EXPANSION JOINT SPACING CURB AND SIDEWALK	
POUR TEMP. (DEG. F)	EXPANSION JOINT (SPACING FT.)
40 MIN.....	70'
45.....	75'
50.....	80'
55.....	90'
60.....	95'
65.....	105'
70.....	115'
75.....	125'
80.....	145'
85.....	160'
90 MAX.....	190'

6. MAX. LONGITUDINAL SLOPE IS 5.0%.
7. THE SURFACE SHALL HAVE A LIGHT BROOM FINISH.
8. MEMBRANE CURING WITH W.R. MEADOWS CS 309, OR APPROVED EQUAL, WITH A WHITE FUGITIVE DYE SHALL BE PROVIDED.
9. QUALITY CONTROL TESTING SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/CONTRACTOR. QUALITY ASSURANCE TESTING SHALL BE THE RESPONSIBILITY OF THE VILLAGE. THE MIX SHALL MEET IDOT SPECIFICATIONS.
10. THE VILLAGE ENGINEER SHALL BE CONTACTED 48 HOURS PRIOR TO THE POUR FOR A REVIEW OF THE BASE, REINFORCING AND FORMWORK.
11. CONCRETE DELIVERY TICKETS FROM THE CONCRETE SUPPLIER SHALL BE PROVIDED TO THE VILLAGE ENGINEER INDICATING A MINIMUM OF SIX (6) BAG MIX, THE AIR ENTRAINMENT, AND THE LOCATION, AND DATE OF THE POUR. A COPY OF THE DATED BILLING FOR THE CURING COMPOUND AND PROTECTIVE COATING SHALL ALSO BE REQUIRED FOR APPROVAL.
12. 20' - NO. 4 REBAR IS REQUIRED AT ALL TRENCH CROSSINGS.
13. UTILITY STRUCTURES ARE NOT PERMITTED IN THE SIDEWALK.
14. PROVIDE RAMP AND DETECTABLE WARNING AT ALL STREET CROSSINGS IN ACCORDANCE WITH THE VILLAGE'S SIDEWALK AND BIKE PATH RAMP DETAIL AND ADA REQUIREMENTS. IF A CONFLICT EXISTS BETWEEN THE DETAIL AND ADA REQUIREMENTS, THE MORE STRINGENT REQUIREMENT WILL APPLY.
15. SIDEWALK SHALL BE POURED IN A MONOLITHIC POUR WHEN POSSIBLE.

**TYPICAL SIDEWALK SECTION**

SCALE: N.T.S.	FOLDER: <b>SG-RD</b>	DRAWING NUMBER: <b>13</b>	DRAWN BY: CLN
Village of Sugar Grove 10 Municipal Drive Sugar Grove, Illinois 60554 Phone: (630) 466-4507		DATE: 5/18/07	REVISED: 05/30/12

ADD



**NOTES:**

1. THE PATH CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH IDOT'S "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION."
2. PROVIDE RAMP AND DETECTABLE WARNING AT ALL STREET CROSSINGS IN ACCORDANCE WITH THE VILLAGE'S SIDEWALK AND BIKE PATH RAMP DETAIL AND ADA REQUIREMENTS. IF A CONFLICT EXISTS BETWEEN THE DETAIL AND ADA REQUIREMENTS, THE MORE STRINGENT REQUIREMENT WILL APPLY. THIS WILL REQUIRE A MINIMUM 5 FOOT LENGTH OF THE BIKE PATH TO BE CONCRETE AT THE RAMP TO ALLOW FOR THE PLACEMENT OF THE RED PANELS. THE CONCRETE AT THIS LOCATION SHALL BE 10 FOOT WIDE AND MEET THE SIDEWALK DETAIL REQUIREMENTS.
3. NO UTILITY STRUCTURES SHALL BE ALLOWED IN THE BIKE PATH.
4. PROOFROLLS ARE REQUIRED OF THE SUB-GRADE AND AGGREGATE BASE. THE CONTRACTOR SHALL PROVIDE THE LOADED TRUCK AND DRIVER FOR THE PROOFROLLS. THE VILLAGE ENGINEER SHALL WITNESS ALL PROOFROLLS. THE CONTRACTOR SHALL PROVIDE A COPY OF THE LOAD TICKET TO THE VILLAGE ENGINEER. THE VILLAGE ENGINEER DETERMINES IF THE PROOFROLL PASSES OR FAILS. THE CONTRACTOR DETERMINES CORRECTIVE MEASURES AND IMPLEMENTS THEM.
5. THE VILLAGE ENGINEER SHALL BE NOTIFIED 48 HOURS PRIOR TO ANY PROOFROLL OR PAVING.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING QUALITY CONTROL TESTING. A TESTER SHALL TAKE SAMPLES AT THE PLANT PRIOR TO PAVING AND THEN BE ON SITE AT THE START OF THE PAVING. THE VILLAGE RESERVES THE RIGHT TO PERFORM QUALITY ASSURANCE TESTING.

**TYPICAL PATH SECTION**

 <b>Village of Sugar Grove</b> 10 Municipal Drive Sugar Grove, Illinois 60554 Phone: (630) 466-4507	SCALE: <b>N.T.S.</b>	FOLDER: <b>SG-RD</b>	DRAWING NUMBER: <b>12</b>	DRAWN BY: <b>CLN</b>
	DATE: <b>8/14/07</b>			REVISED: <b>05/30/12</b>

can complicate maintenance of the facility, and can cause other problems as well.

For the above reasons, other types of bikeways are likely to be better suited to accommodate bicycle traffic along highway corridors, depending upon traffic conditions. Shared use paths should not be considered a substitute for street improvements even when the path is located adjacent to the highway, because many bicyclists will find it less convenient to ride on these paths compared with the streets, particularly for utility trips.

When two-way shared use paths are located adjacent to a roadway, wide separation between a shared use path and the adjacent highway is desirable to demonstrate to both the bicyclist and the motorist that the path functions as an independent facility for bicyclists and others. When this is not possible and the distance between the edge of the shoulder and the shared use path is less than 1.5 m (5 feet), a suitable physical barrier is recommended. Such barriers serve both to prevent path users from making unwanted movements between the path and the highway shoulder and to reinforce the concept that the path is an independent facility. Where used, the barrier should be a minimum of 1.1 m (42 inches) high, to prevent bicyclists from toppling over it. A barrier between a shared use path and adjacent highway should not impair sight distance at intersections, and should be designed to not be a hazard to errant motorists.

### Width and Clearance

The paved width and the operating width required for a shared use path are primary design considerations. Figure 17 depicts a shared use path on a separated right of way. Under most conditions, a recommended paved width for a two-directional shared use path is 3.0 m (10 feet). In

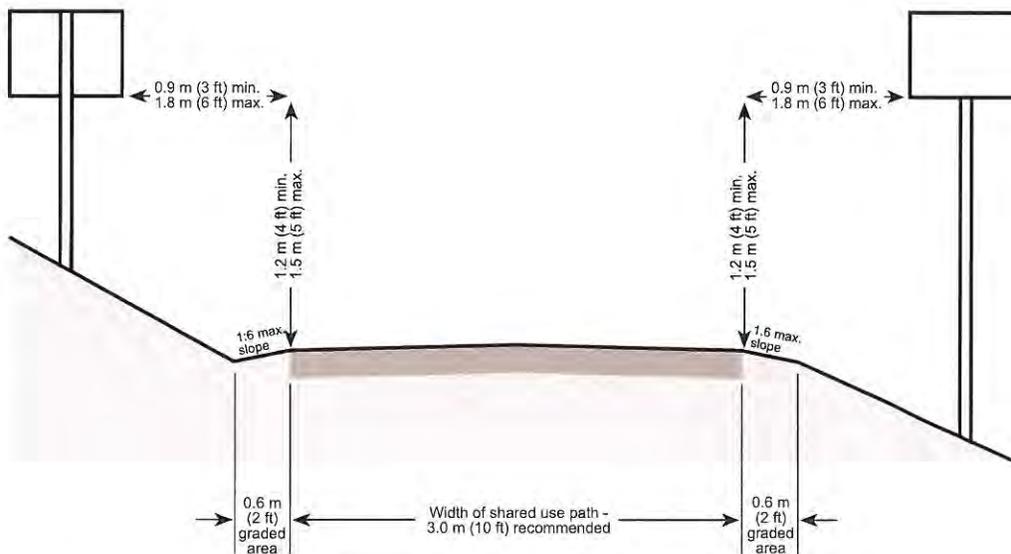
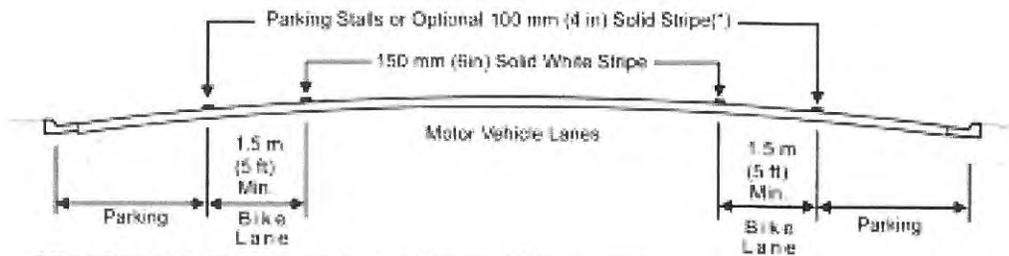
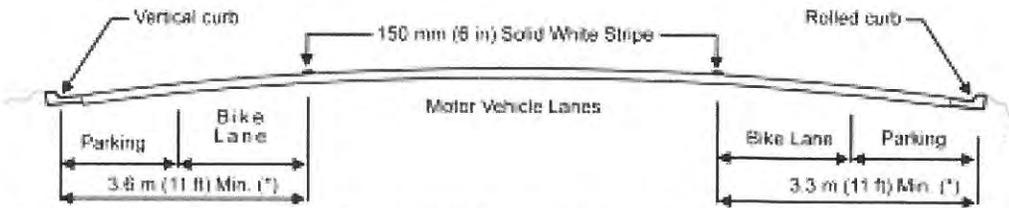


Figure 17. Cross Section of Two-Way Shared Use Path on Separated Right-of-Way



\* The optional solid white stripe may be advisable where stalls are unnecessary (because parking is light) but there is concern that motorists may misconstrue the bike lane to be a traffic lane.

(1) ON-STREET PARKING

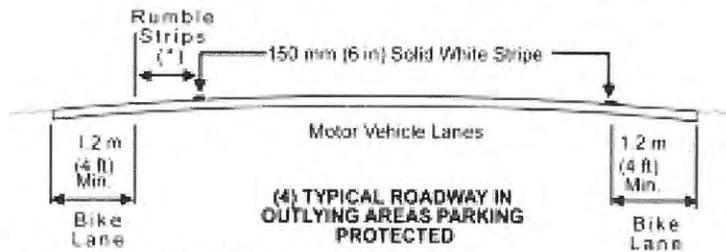


\*3.6 m (11 ft) is recommended where there is substantial parking or turnover of parked cars is high (e.g. commercial areas)

(2) PARKING PERMITTED WITHOUT PARKING STRIPE OR STALL



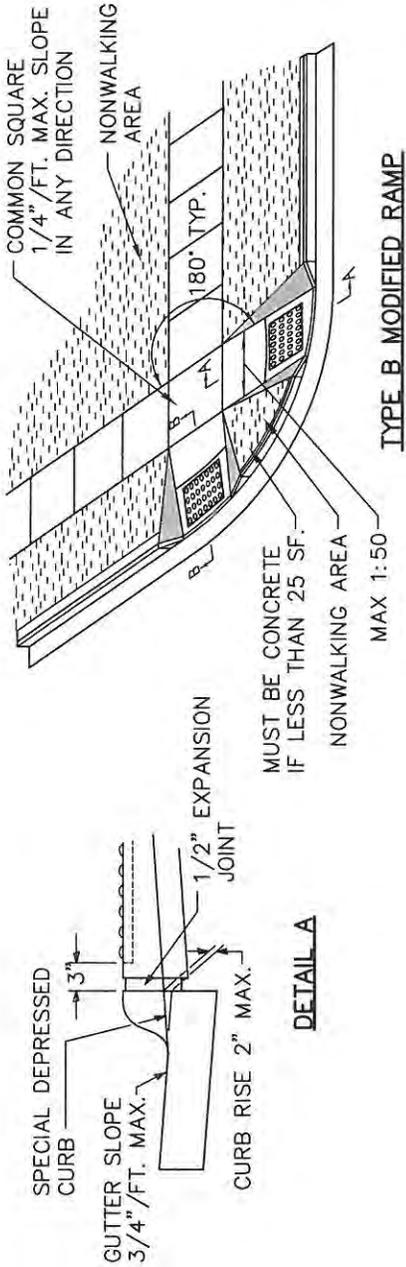
(3) PARKING PROHIBITED



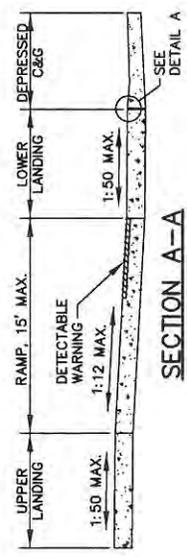
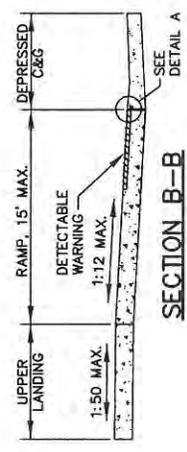
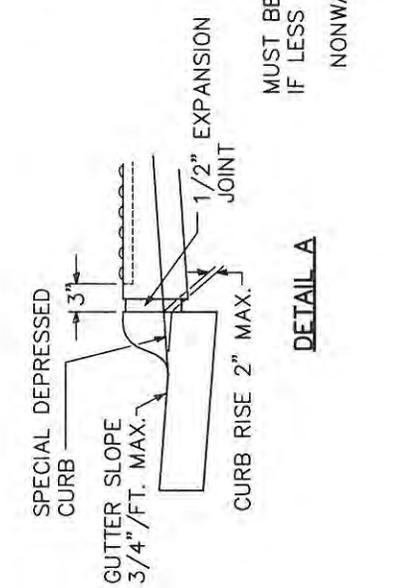
(4) TYPICAL ROADWAY IN OUTLYING AREAS PARKING PROTECTED

\*If rumble strips exist there should be 1.2 m (4ft) minimum from the rumble strips to the outside edge of the shoulder

Figure 6. Typical Bike Lane Cross Sections

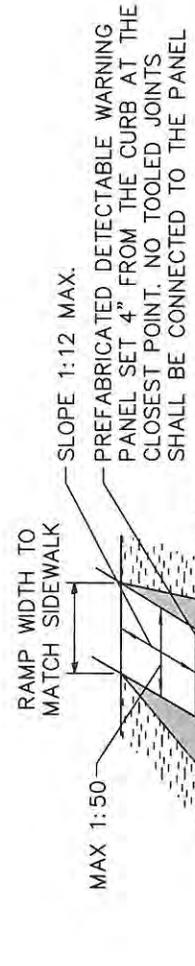


- NOTES**
1. A PREFABRICATED, BRICK RED (FEDERAL STANDARD COLOR 30166) DETECTABLE WARNING PANEL, WITH SQUARE PATTERNED TRUNCATED DOMES, SHALL BE USED IN LIEU OF STAMPED COLORED CONCRETE. THE PANEL SHALL BE AN E-Z-SET CERAMIC COMPOSITE DETECTABLE WARNING PANEL OR APPROVED EQUAL.
  2. SIDEWALL FLARES WILL BE 1:1 TO 4:1 SLOPE.
  3. CURB DEPRESSION AND SIDEWALL FLARES SHALL BE POURED IN PLACE.
  4. THE PANEL SHALL LIE PERPENDICULAR TO THE STREET AND SHALL BE ALIGNED WITH RAMPS ACROSS THE STREET.



**LEGEND**

- DETECTABLE WARNING PANELS
- SIDEWALK
- NON WALKING AREA
- CONCRETE SOIL STABILIZATION SIDEWALL



**SIDEWALK AND BIKE PATH RAMP DETAIL**

SCALE: N.T.S.	FOLDER: <b>SG-RD</b>	DRAWING NUMBER: <b>15</b>	DRAWN BY: CLN
DATE: 8/14/07	REVISED: 05/30/12		

Village of Sugar Grove  
10 Municipal Drive  
Sugar Grove, Illinois 60554  
Phone: (630) 466-4507

**VILLAGE of SUGAR GROVE  
PLAN COMMISSION/ZONING BOARD of APPEALS  
MINUTES of May 16, 2012**

1. **CALL TO ORDER**

The meeting of the Sugar Grove Plan Commission / Zoning Board of Appeals (ZBA) was called to order at 7:00 p.m. by Chairman Irv Ochsenschlager in the Village Hall Board meeting room.

2. **ROLL CALL**

Plan commission/ZBA members present:

Irv Ochsenschlager, John Guddendorf, Mary Heineman, Rebecca Sabo, Ryan Reuland and Don Meisinger

Absent: Jim Eckert

Also present: Mike Ferencak, Village Planner

3. **APPROVAL OF MINUTES of the March 21, 2012 MEETING**

Motion made by **Commissioner Guddendorf** and seconded by **Commissioner Heineman** to approve the minutes of the March 21, 2012 Plan Commission meeting as presented. **The motion carried by unanimous voice vote.**

4. **PUBLIC HEARINGS**

None

5. **OLD BUSINESS**

None

6. **NEW BUSINESS**

a. **Petition 12-004: Sidewalks and Paths – Text Amendment (Village of Sugar Grove)**

**Mr. Ferencak** gave a summary and some background information. This amendment is for clarification and improvement in wording and graphics in this section of the Subdivision Ordinance. Due to further staff discussions with Public Works and EEI which took place after writing the report, two changes are proposed to the staff report presented to Commissioners. On the first page of the amendment under B, the determination will be by the Village Board, not the Community Development Director; the second change is to remove the last two pages which are IDOT details and improve the Drawing 15 Village detail. Only in cases where it's an IDOT road or funded by IDOT will the IDOT detail need to be followed. One of the differences between the two is that the Village details the side slopes of the ramps narrower than what is required by IDOT, but still in compliance with ADA standards. This would give developers one detail to refer too. If IDOT standards are required for a certain project then their detail will be put in the plans, but it will not be shown in the Subdivision Ordinance.

**Commissioner Heineman** asked if the typical bike lane cross section being used here is consistent with the County's. **Mr. Ferencak** stated it's a little different, this one is taken from the AASHTO Guide, whereas the County likely started with the AASHTO guide and modified it from there. She stated she would like to see consistency between the two entities.

**Commissioner Guddendorf** asked if it was possible to have a 10' wide bike path made out of concrete. Generally asphalt is preferred. Asphalt is softer. Different concrete mixes were discussed. The thicknesses were reviewed and discussed as well.

**Commissioner Meisinger made a motion seconded by Commissioner Sabo to recommend to the Village Board approval of the Text Amendment to the Subdivision Ordinance to modify Sections 12-6-9 Sidewalks and Trails, 12-11-4 Sidewalks and Trails, and 12-11-20 Exhibits including the two changes proposed by staff: On the first page of the amendment under B, the determination will be by Village Board, not Community Development Director; the second change is to remove the last two pages of IDOT details and improve the Drawing 15 detail.**

**The motion carried unanimously by voice vote.**

**b. Petition 12-005: Address System and Numbering – Text Amendment (Village of Sugar Grove)**

**Mr. Ferencak** gave an overview. There are a few areas of the Village Code that talk about address systems and numbering including the Building Regulations subsections 9-2-1 and 9-2-2 and the Street Names and Designations subsection and Mailboxes and Street Addresses subsection within the Subdivision Ordinance. This amendment would create a separate title to pull all the different subsections together in one place. Staff is recommending approval of the proposed ordinance.

**Commissioner Sabo** mentioned that for the addresses it may be a good idea for safety to place the address numbers on both the front of the house and the garage facing the alley for locations on alleys. Most alleys in the Village are located in Settlers Ridge. The alleys in Settlers Ridge are private drives with no right of way so the only requirement there was for the address to face the public street.

**Commissioner Guddendorf** mentioned that there are federal standards by the USPS for break away mailbox installation. He would like to see the Village Code reflect those standards. The height was also discussed and should be included in the standards.

**Commissioner Heineman** suggested that the wording be adjusted in 13-1-2-B 4 and 5 for clarification purposes.

**Commissioner Guddendorf made a motion seconded by Commissioner Reuland to recommend to the Village Board approval of the Subdivision Ordinance Text**

**Amendment to modify the subsections under Title 12 and add Title 13 as proposed, including the suggested updates to the wording in 13-1-2-B 4 and 5 and the modification of the standards to reflect those of the Federal USPS for mailbox installation.**

**The motion carried unanimously by voice vote.**

7. **PLAN COMMISSIONER COMMENTS, PROJECTS UPDATES and MISCELLANEOUS INFORMATION**

**Settlers Ridge NW, triangle and commercial** no update yet and the applicant continues to work on the updated plats.

**Settlers Ridge Amendment** is still being worked on by the applicant.

**Hampstead Court** there are some conditions that are under review. The use and operations are being reviewed more closely by the Village Board.

8. **ADJOURNMENT**

**A motion was made by Commissioner Sabo and seconded by Commissioner Heineman that the meeting be adjourned at 7:24 pm.**

**The motion carried unanimously by voice vote.**

Respectfully submitted,  
Holly Baker  
Substitute Recording Secretary

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** RICHARD YOUNG, COMMUNITY DEVELOPMENT DIRECTOR  
MIKE FERENCAK, VILLAGE PLANNER  
**SUBJECT:** DISCUSSION: PROPOSED SUBDIVISION ORDINANCE TEXT  
AMENDMENT FOR SIDEWALKS AND PATHS  
**AGENDA:** JULY 17, 2012 COMMITTEE OF THE WHOLE MEETING  
**DATE:** JULY 13, 2012

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### **ISSUE**

Review of draft text amendment to the Subdivision Ordinance to modify Sections 12-6-9 Sidewalks and Trails, 12-11-4 Sidewalks and Trails, and 12-11-20 Exhibits.

### **DISCUSSION**

This text amendment would modify sections of the Subdivision Ordinance pertaining to requirements for sidewalks and paths. Section 12-6-9 covers the required improvements, while Section 12-11-4 covers the standard specifications for improvements. Section 12-11-20 specifically provides exhibits that illustrate the specifications for improvements. Both the text and graphics throughout would be improved.

The text amendment consists of improved text in Section 12-6-9 with "stripped down" text in Section 12-11-4 that references the detail sheets that will be included in Section 12-11-20. These changes are consistent with the changes proposed to these sections that were contemplated as part of the 2007 Subdivision Ordinance update.

As this text amendment involves changes to the Subdivision Ordinance, the Plan Commission did review the amendment at the May 16, 2012 meeting. The Plan Commission recommended approval of the text amendment by a vote of 6-0. The Plan Commission included in their recommendation of approval the two changes proposed by staff just prior to the meeting. The change to the text in 12-6-9-B has now been made and the details have now been updated by Engineering Enterprises, Inc. as well. There was no public hearing required as this does not involve changes to the Zoning Ordinance.

A Plan Commissioner asked whether the aggregate base course provided under sidewalks and paths is increased in cases where the sidewalk or path crosses a driveway or drive aisle. The aggregate base course is not increased as it is always 4" for sidewalks and 8" for paths. However, the sidewalk concrete is increased from 5" to 6" in these situations. Path asphalt is always 2" in depth.

A Plan Commissioner requested consistency between the County's bike path cross sections and the Village's. The Village's are the generic ones recommended by the American Association of State Highway Transportation Officials *Guide for the Development of Bicycle Facilities*. The County's are much more detailed and while the *Guide for the Development of Bicycle Facilities* was used to help establish them, a more thorough review would need to be undertaken to see if they are exactly what the Village should adopt. Staff recommends improving the cross sections in the future when work continues on the overall Subdivision Ordinance update.

The following items are attached for your information:

1. Staff Report to the May 16, 2012 Plan Commission meeting
2. Draft Text Amendment
3. Minutes of the May 16, 2012 Plan Commission meeting

### **COST**

There are limited Village Engineer costs associated with this request.

### **RECOMMENDATION**

That the Committee of the Whole discuss the proposed text amendment and provide any feedback to staff for a final drafted ordinance and vote.

**STAFF REPORT TO THE SUGAR GROVE PLANNING COMMISSION  
FROM MIKE FERENCAK, VILLAGE PLANNER**

**GENERAL CASEFILE INFORMATION**

Commission Meeting Date: May 16, 2012

Petition Number: 12-004

Project Name: Sidewalks and Paths

Petitioner: Village of Sugar Grove

Request: 1. Subdivision Ordinance Text Amendment to modify Sections 12-6-9 Sidewalks and Trails, 12-11-4 Sidewalks and Trails, and 12-11-20 Exhibits of the Sugar Grove Subdivision Ordinance.

Location: Village-wide

Exhibits: Draft Text Amendment

**DEVELOPMENT PROPOSAL**

The Planning Commission will consider the following request:

1. Subdivision Ordinance Text Amendment to modify Sections 12-6-9 Sidewalks and Trails, 12-11-4 Sidewalks and Trails, and 12-11-20 Exhibits of the Sugar Grove Subdivision Ordinance.

**HISTORY**

Staff proposes to update sections of the Subdivision Ordinance regarding sidewalks and bicycle paths. The update would modify the construction details for sidewalks and bicycle paths, as well as improve the language in these sections. The updates are consistent with what was proposed as part of the overall Subdivision Ordinance update in 2007. The overall update has been on hold since 2007, but staff felt it was important to bring these sections forward for adoption at this time.

**SUBDIVISION ORDINANCE**

This amendment would modify Section 12-6-9 Sidewalks and Trails, Section 12-11-4 Sidewalks and Trails, and Section 12-11-20 Exhibits of the Sugar Grove Subdivision Ordinance. These are existing sections of the Ordinance. Sections 12-6-9 and 12-11-4 may seem repetitive, but the format of the Subdivision Ordinance is such that the required improvements are in one chapter and the standard specifications for the improvements are in another.

## **EVALUATION**

The proposed amendment improves wording to specify the basic requirements of sidewalks and paths in Chapter 6. In Chapter 11, Section 4, the language is stripped down to reference the Detail Sheets which include the more specific requirements as revised.

## **PUBLIC RESPONSE**

No public notice is required for Subdivision Ordinance amendments.

## **STAFF RECOMMENDATION**

Review and discuss the Sidewalks and Paths Subdivision Ordinance update. If appropriate, recommend approval to the Village Board. Staff recommends approval of the Draft Text Amendment.

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** JUSTIN VANVOOREN, FINANCE DIRECTOR  
**SUBJECT:** MONTHLY TREASURER'S REPORT  
**AGENDA:** JULY 17, 2012 REGULAR BOARD MEETING  
**DATE:** JULY 13, 2012

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**ISSUE**

Should the Village Board approve the June 2012 monthly Treasurer's report.

**DISCUSSION**

The Summarized Revenue & Expense Reports are attached (pages 1 - 7). At June 30, 2012 we are through 2 months of the year (16.7%).

The General Fund revenues and expenditures are at 30.6% and 14.0%, respectively. The main reason for the revenues being higher than budgeted is the timing of receipt of property taxes. The main reason for the expenditures being lower than budgeted is many expenditures are attributable to the prior fiscal year, for which journal entries have already been made. The following expenditures have budget or actual amounts over \$5,000 and are higher than budget by 10% or more:

		<u>Budget</u>	<u>Actual</u>	<u>% Spent</u>	
01-51-6209	Uniform Allowance	14,400	4,800	34.3%	A
01-51-6309	Other Professional Svc.	9,750	4,549	46.7%	B
01-53-6603	Specialized Supplies	5,500	2,000	36.4%	C
01-54-6406	Repair, Maint. Svc- Bldg	14,000	12,142	86.8%	D
01-56-6307	I.S. Services	5,182	5,137	99.2%	E

- A Pol – This is simply due to the timing of payments for uniform allowance.  
B Pol – This is due to the update of the Law Enforcement Manual.  
C Str – This is due the seasonal purchase of mosquito control chemicals which was a budgeted item.  
D BM – This is related to carpet replacement costs. This expenditure was anticipated to take place last fiscal year, but was delayed until after April 30. Therefore, this account is expected to be over budget since it was not budgeted for in fiscal year 2012 – 2013.

E Fin – This is due the timing of payment for the Village’s financial software maintenance agreement.

Please note engineering invoices are paid approximately 2 months after services are provided. Thus, engineering services accounts in the General Fund, Infrastructure Fund, and Waterworks and Sewerage Fund will reflect a 2 month lag.

The General Capital Projects Fund revenues are at 3.0% and expenditures are at 18.0%. The revenues are low due to the timing of receipt of reimbursements the Mallard Point/Rolling Oaks project. The expenditures are high due to the timing of payments for the Mallard Point/Rolling Oaks project.

The Industrial TIF #1 Fund expenditures are at 0.0%. The expenditures are low due to a 2 month lag in planning invoices. No expenditures are budgeted for this fiscal year.

The Industrial TIF #2 Fund expenditures are at 0.0%. The expenditures are low due to a 2 month lag in the planning invoices.

The Infrastructure Capital Projects Fund revenues are at 4.5% and expenditures are 2.6%. The expenditures are low due to expenditures being attributable to the prior fiscal year, for which journal entries have already been made.

The Debt Service Fund revenues are at 14.6% and the expenditures are at 12.8%. The expenditures are low due to the timing of debt payments throughout the year.

The Waterworks and Sewerage Fund operating revenues and operating expenses are at 14.9% and 23.8%, respectively. The capital revenues and expenses are at 19.9% and 5.8%, respectively. The main reason for the expenses being high is the timing of debt payments throughout the year. The following expenses have budget or actual amounts over \$5,000 and are higher than budget by 10% or more:

		<u>Budget</u>	<u>Actual</u>	<u>% Spent</u>	
50-50-6307	I.S. Services	7,370	5,411	73.5%	F
50-50-8002	Debt – Principal	496,908	325,345	65.5%	G
50-50-8003	Debt – Interest	203,929	121,736	59.7%	H
50-60-6311	IEPA Water Sampling	10,000	6,185	61.9%	I

F Adm – This is due to the timing of payment for the Village’s financial software maintenance agreement.

G Adm – This is high due to the timing of debt payments throughout the year and will not exceed budget.

H Adm – This is high due to the timing of debt payments throughout the year and will not exceed budget.

I Water Ops. – This is due to the timing of water sampling program. This is a budgeted item.

The Refuse Fund revenues and expenses are at 16.7% and 8.7%, respectively. The expenses are below expectations due to the timing of payments being made to Waste Management.

Staff projected and included 0 residential and 6 commercial, and 325 miscellaneous permits in the fiscal year 2012 – 2013 budget approved by the Village Board, which we will track throughout the fiscal year and report on. As of July 13, 2012, 0 of the residential, 0 of the commercial, and 74 of the miscellaneous permits have been issued. The following accounts will be included in each Treasurer’s Report to reflect the revenues from building activity:

		<u>Budget</u>	<u>Actual</u>	<u>% Earned</u>
01-00-3310	Building Permits	38,100	4,829	12.7%
01-00-3320	Cert of Occupancy Fees	600	0	0.0%
01-00-3330	Plan Review Fees	1,920	79	4.2%
01-00-3340	Reinspection Fees	1,215	160	13.2%
01-00-3350	Transition Fees	0	0	0.0%
01-00-3740	Zoning and Filing Fees	5,500	2,000	36.4%
01-00-3760	Review and Dev. Fees	106,600	2,198	2.1%
30-00-3850	Improvement Donations	0	0	0.0%
30-00-3851	Emerg Warn Device Fee	0	0	0.0%
30-00-3852	Life Safety-Police	0	0	0.0%
30-00-3853	Life Safety-Streets	0	0	0.0%
30-00-3856	Commercial Fee	0	0	0.0%
35-00-3854	Traffic Pre-emption Donate	0	0	0.0%
35-00-3855	Road Impact Fee	0	0	0.0%
50-00-3310	Meter Reinspections	960	80	8.4%
50-00-3670	Meter Sales	8,850	142	1.6%
50-01-3651	Water Tap-On Fees	17,403	0	0.0%
50-01-3652	Sewer Tap-On Fees	0	0	0.0%
50-01-3791	Fire Suppr Tap-On Fee	17,403	0	0.0%

## **COST**

There are no direct costs associated with the monthly Treasurer’s report.

## **RECOMMENDATION**

That the Board approve the June 2012 monthly Treasurer’s reports.

**RESOLUTION NO 2012-0717B**

**Amending the Classes and Number of Liquor Classes for the 2012-2013 Licensing Year**

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

**WHEREAS**, Village Code Chapter 2, Section 3-2-7: Number of Licenses, provides that the cost and fees for obtaining and maintaining liquor licenses within the Village of Sugar Grove shall be set from time to time by the Board of Trustees of the Village of Sugar Grove by resolution of said Board of Trustees; and;

**WHEREAS**, Village Code Chapter 2, Section 3-2-7: Number of Licenses provides that maximum number of allowable per Class Licenses shall be determined by resolution by the Board of Trustees. In addition, the Board of Trustees may regulate the number of licenses by geographical area within the Village of Sugar Grove;

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

1. That the annual fee for each class of liquor license and the number of licenses per Class within the Village of Sugar Grove shall be as follows:

	CLASS	ANNUAL FEE	# OF LICENSES
A	TAVERN	\$1,900.00	0
B	PACKAGE LIQUOR	\$1,250.00	6
C	TEMPORARY LICENSE	\$ 50.00	0
D	CLUB LICENSE	\$ 750.00	1
E	RESTAURANT	\$1,450.00	1
L	RESTAURANT w/ TAVERN	\$1,850.00	1
F	BEER AND WINE RESTAURANT	\$1,950.00	0
G	GOLF COURSE	\$ 900.00	1
H	HOTEL	\$2,200.00	0
J	SPECIALTY BASKET LICENSE	\$ 575.00	0
K	CATERING LICENSE	\$1,150.00	0
M	FARMERS MARKET LICENSE	\$200.00	0
N	PRIVATE COUNTY CLUB	\$2,400.00	1
O	TEMPORARY GOVERNMENTAL SPECIAL EVENTS	\$ 50.00	0
P	WINE AND BEER SPECIALTY SHOP	\$1,200.00	1

**PASSED AND APPROVED**, by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on 17th day of April, 2012.

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

BY: \_\_\_\_\_  
P. Sean Michels, President of the Board of Trustees

Attest: \_\_\_\_\_  
Cynthia L. Galbreath, Village Clerk

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** RICH YOUNG, COMMUNITY DEVELOPMENT DIRECTOR  
MIKE FERENCAK, VILLAGE PLANNER  
**SUBJECT:** DISCUSSION: TEXT AMENDMENT, SPECIAL USE, AND  
VARIANCES FOR A PROPOSED WINE SHOP IN THE 26-46  
TERRY DRIVE BUILDING  
**AGENDA:** JULY 17, 2012 REGULAR VILLAGE BOARD MEETING  
**DATE:** JULY 13, 2012

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**ISSUE**

Should the Village Board consider a request for a Text Amendment, Special Use, and five (5) Variances for a proposed wine shop that would locate in the 34 Terry Drive tenant space within the 26-46 Terry Drive building.

**DISCUSSION**

The Village is proposing to add "Wine shops (with or without service)" as a Special Use in the B-1, B-2, and B-3 Zoning Districts.

The applicant, Gayle Deja-Schultz, is requesting a Special Use under the proposed Text Amendment for a proposed wine shop with service, as well as one Variance related to parking for the use (both indoor and outdoor on the proposed patio) and four Variances related to the proposed outdoor patio itself. The wine shop would occupy the vacant tenant space at 34 Terry Drive in the 26-46 Terry Drive building. This site is zoned B-3 and the vacant space is a former flower shop.

The background and details of the project can be found in the Plan Commission's staff report (attached).

**REQUESTS**

A full discussion of the seven requests is provided in the next section, however, in order to facilitate discussion, the three items that have not been resolved are highlighted separately.

## Unresolved Requests Discussion

### 1. Parking Variance

- a. The applicant has requested a variance to reduce the parking requirement to zero spaces.
- b. Staff believes that additional parking will be needed for this use and that zero required spaces is not reasonable given that the overall building/site does not meet current parking code standards. Current uses in the building include four apartments, a gym, offices, a hair salon, medical facility and other uses in the building. Therefore, Staff is recommending that the agreement for 10 offsite spaces be required.
- c. The Village Board must make a decision on the number of parking spaces needed for this use.

### 2. Setback Variance

- a. The applicant has requested a variance to allow construction of the patio within five (5) feet of the property line, within an easement.
- b. Staff recommends that the five (5) foot setback be maintained because a reasonably sized patio could still fit within the fenced in area with the setback in place and it lowers the overall square footage used to calculate the number of parking spaces needed and lot coverage.
- c. The Village Board must make a decision as to the requested setback of there (3') feet or the required five (5') feet.

### 3. Landscaping

- a. The applicant has requested a variance to waive the landscape screening around the outdoor fenced in patio area.
- b. Staff recommends approval of the variance on the north (Rt. 56) and east (backside of the building) sides of the patio. Staff believes that a minimal amount of landscaping could be added in the small three (3') foot by eighteen (18') foot area between the parking area and the fenced in patio to improve the look of the area.
- c. The Village Board must make a decision on the landscaping needed on the west side of the patio.

## Full Request Discussion

The specific requests as published are as follows:

1. Text Amendment to add Wine Shops (with or without service) as a Special Use as a Special Use to Section 11-8-4-D B-1 Community Shopping District, Section 11-8-5-D B-2 General Business District, and Section 11-8-6-D B-3 Regional Business District of the Sugar Grove Zoning Ordinance.

2. Special Use to allow a proposed wine shop with service in the B-3 Regional Business District, pursuant to Section 11-8-6-D of the Sugar Grove Zoning Ordinance (as amended).
3. Variance to reduce by 100% the parking space quantity requirement for this use from 22 parking spaces to 0 parking spaces, pursuant to Section 11-12-5 of the Sugar Grove Zoning Ordinance.
4. Variance to increase the maximum lot coverage from the 70% to a maximum of 85%, pursuant to Section 11-8-6-G of the Sugar Grove Zoning Ordinance.
5. Variance to allow construction of an accessory structure (patio) within five (5) feet of the property line, within an easement, pursuant to Section 11-4-7-G of the Sugar Grove Zoning Ordinance. Patio would be setback (0) feet from the property line.
6. Variance to increase the maximum fence height from the required three (3) feet in the corner side yard to a maximum six (6) feet, pursuant to Section 11-4-13-B of the Sugar Grove Zoning Ordinance.
7. Variance to waive the requirement for landscape screening around the outdoor dining area, pursuant to Section 11-4-7-K of the Sugar Grove Zoning Ordinance.

A public hearing was held on this request on June 27, 2012 in front of the Plan Commission. Several nearby residents attended the meeting and spoke out against having a liquor service use close to the residential area.

The Plan Commission voted as follows:

1. The Plan Commission agreed with staff and voted 6-0 to recommend approval of the Text Amendment.
2. The Plan Commission agreed with staff and voted 6-0 to recommend approval of the Special Use, subject to the following conditions:
  - a. That the Special Use is limited to the space at 34 Terry Drive, as long as it is used as a wine shop with service.
  - b. That any expansion of the use will require a Special Use Amendment review.
3. The Plan Commission voted 6-0 to recommend denial of the parking variance entirely. Staff had recommended denial, but also that the applicant obtain a parking agreement with the neighboring bank for the use of the 18 extra available parking spaces on that site and with a limit to

the patio of 648 square feet (18' x 36') because that is the patio size whereby only 18 parking spaces are required for the overall wine shop use. The applicant submitted a parking agreement obtained with the neighboring bank the day before the Plan Commission meeting, but it only allowed the use of 10 of the bank's parking spaces. In addition, at the meeting the applicant stated she would like the full Variance of 22 spaces. The Plan Commission therefore recommended complete denial of the Variance.

4. The Plan Commission voted 6-0 to recommend approval of the lot coverage Variance to 85%. Staff had recommended a Variance to 84%, consistent with the 648 square foot (18' x 36') patio mentioned above. The 85% is consistent with the full Variance published.
5. The Plan Commission voted 3-2 to recommend denial of the Variance to allow construction of the patio within 5 feet of the property line, within an easement. Staff had recommended denial being consistent with the 648 square foot (18' x 36') patio mentioned above since a patio at that size would not encroach into the 5 feet of the easement closest to the property line and therefore would not require a Variance. The applicant requested the full Variance to the property line as published.
6. The Plan Commission agreed with staff and voted 6-0 to recommend approval of the Variance for fence height from 3 feet to 6 feet.
7. The Plan Commission agreed with staff and voted 6-0 to recommend approval of the Variance to waive the landscaping requirement around the north and east sides of the outdoor dining area and denial of the Variance to waive the landscaping requirement around the west side of the outdoor dining area. The applicant requested the full Variance as published.

As of the writing of this report, July 12, 2012, staff confirmed with the applicant that she would like to move forward with the 20' x 35' patio. This patio results in 84% lot coverage, a setback from the property line of 3', and together with the indoor use would require 20 parking spaces. Based on all of the above information, the current staff recommendation is as follows:

1. Staff recommends approval of the Text Amendment.
2. Staff recommends approval of the Special Use subject to the following conditions:
  - a. That the Special Use is limited to the space at 34 Terry Drive, as long as it is used as a wine shop with service.
  - b. That any expansion of the use will require a Special Use Amendment review.

- c. That the Special Use expires if and when the offsite parking agreement (for 10 spaces) is revoked.
3. Staff recommends approval of the Variance for parking, but only for 8 parking spaces to cover the difference with the parking agreement for the 648 square foot (18' x 36') patio size.
4. Staff recommends approval of the lot coverage Variance to 84%, again for the 648 square foot (18' x 36') patio.
5. Staff recommends denial of the Variance to allow construction of the patio within 5 feet of the property line, within an easement, again this is consistent for the recommendation of the 648 square foot (18' x 36') patio.
6. Staff recommends approval of the Variance for fence height from 3 feet to 6 feet.
7. Staff recommends approval of the Variance to waive the landscaping requirement around the north and east sides of the outdoor dining area and denial of the Variance to waive the landscaping requirement around the west side of the outdoor dining area. Some minimal landscaping should be provided.

Please also note the Plan Commission was provided a fence elevation for a vinyl fence, but at the Plan Commission meeting the applicant provided a fence elevation for a cedar fence.

The Text Amendment Ordinance, Special Use Ordinance, and Variances Ordinance will be provided following Board review and will remain subject to Attorney review.

The following items are attached for your information:

1. Staff Report to the June 27, 2012 Plan Commission
2. Area Map
3. Site Plan (showing fence and patio location)
4. Fence Elevation (cedar)
5. Parking Agreement Letter from Old Second Bank

## **COSTS**

The Village had publication costs for the Text Amendment. The other costs were handled by the applicant.

## **RECOMMENDATION**

That the Board adopts Ordinance 20120717\_, An Ordinance Amending Title 11 of the Village Code, Ordinance 20120717\_, An Ordinance Granting a Special Use for a wine shop (with service) at 26-46 Terry Drive, and Ordinance 20120717\_, An Ordinance Granting Variances for 26-46 Terry Drive.

Area Map





**Applicant:** Carl M. Schultz, III and Gayle R. Deja-Schultz  
AKA: Wine in The Grove

Alternative to originally proposed Vinyl Fencing System

**Option (2) Proposed Fencing Description:**

**6'H x 8'W Heavy-Duty Dog-Eared Cedar Fence**

This cedar solid dog ear style of wood fence will be installed by a locally owned fence company. Wood panels constructed of Western Red Cedar or similar and will have pressure treated 4x4's used for the posts, which will last longer when installed in ground with concrete.

Proposed design or similar variations:



Exterior View

Interior View



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

**ORDINANCE NO 20120717A**

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An Ordinance Amending  
Title 3, Chapter 2,  
Of the Code of Ordinances  
Of the Village of Sugar Grove,  
Kane County, Illinois  
For the Village of Sugar Grove, Illinois

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Adopted by the  
Board of Trustees and President  
of the Village of Sugar Grove  
this 17th day of July 2012.

Published in Pamphlet Form  
by authority of the Board of Trustees  
of the Village of Sugar Grove, Kane County,  
Illinois, this 17th day of July 2012.

## **ORDINANCE 20120717A**

An Ordinance Amending Title 3, Chapter 2,  
Of the Code of Ordinances of the Village of Sugar Grove, Kane County, Illinois  
For the Village of Sugar Grove, Illinois

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

**WHEREAS**, the Village 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 5/3.1-300-5:

WHEREAS, the President and Board of Trustees of the Village of Sugar Grove have determined that it is in the best interests of the Village and its citizens to amend the Code of Ordinances for the Village of Sugar Grove.

**NOW, THEREFORE, BE IT ORDAINED**, by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, the Title 3 Chapter 2 of the Sugar Grove Village Code shall be amended:

**SECTION ONE:** Title 3, Chapter 2, Of the Code of Ordinances of the Village of Sugar Grove, Kane County, Illinois, for the Village of Sugar Grove, Illinois the following shall be inserted:

- P. Class P: Wine and Beer Specialty Shop
1. A Class P license shall authorize the retail sale of bottled wines and premium beer only in the original package and not for consumption on the licensed premises, and the sale of wine and premium beer by the glass for consumption on the licensed premises.
  2. Seating for customers ordering wine or premium beer by the glass for consumption on the licensed premises, inclusive of an outdoor seating, not exceed thirty (30) seats.
  3. This license classification shall also allow the delivery of alcoholic liquor, without a charge, by such a licensee in small and limited amounts for sampling purposes only in conjunction with sales promotional efforts occurring on the licensed premises. The sampling shall be attended and supervised by a full-time employee and only in a designated area on the licensed premises, and shall be subject to such further regulation as deemed necessary by the local liquor control commissioner.
  4. Only products registered with the state liquor commission may be tasted in the following amounts: Wine—One (1) ounce and Beer—Two (2) ounces. Limited to six (6) tastings per customer.
  5. A Class P license also authorizes the sale of alcoholic liquor-related accessories, fine food-related accessories, small gourmet foods which shall be limited to cold sandwiches, appetizers, tapas or other similar foods, and drink products. A Class

P license shall not allow the sale of quick preparation foods, general supermarket foods or household products.

**SECTION TWO:** To the extent that this ordinance is in conflict with any presently existing ordinances or portions thereof enforced in the Village Of Sugar Grove as of the effective date hereof, such prior and conflicting ordinances or portions thereof are hereby repealed. The repeal of any ordinance by this Ordinance shall not affect any right accrued or liability incurred under such repealed ordinance to the effective date hereof.

**SECTION THREE:** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois this 17th day of July 2012.

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

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

ATTEST: \_\_\_\_\_  
Cynthia L. Galbreath, Village Clerk



Old Second National Bank  
P O Box 510  
Illinois Route 47 @Cross Street  
Sugar Grove IL 60560

June 7, 2012

Ron Troutman  
46 Terry Dr  
Sugar Grove IL 60554

To whom it may concern:

Old Second National Bank is authorizing Mr. Ron Troutman & Mrs. Gayle Schultz to occasionally use approximately ten parking spaces in our back bank lot when/if an overflow from their parking lot occurs. If you should have any further questions, I can be reached at 630.385.6676.

Sincerely

A handwritten signature in blue ink that reads 'Jackie Link'. The signature is fluid and cursive.

Jackie Link  
Officer-Branch Manager

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT MICHELS & BOARD OF TRUSTEES  
**FROM:** CYNTHIA L. GALBREATH, VILLAGE CLERK  
**SUBJECT:** ORDINANCE AMENDING THE CODE OF ORDINANCES - VILLAGE LIQUOR CONTROL ADDING A CLASS P – WINE AND BEER SPECIALTY SHOP  
RESOLUTION AMENDING THE NUMBER OF LIQUOR LICENSES ADDING A CLASS P  
APPROVAL OF A CLASS LIQUOR LICENSE  
**AGENDA:** JULY 17, 2012 BOARD MEETING AGENDA  
**DATE:** JULY 13, 2012

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**ISSUE**

Should the Village of Sugar Grove approve an amendment to the Sugar Grove Liquor Control Code, increase the number of liquor licenses available, and approve a Class P Wine and Beer Specialty liquor license.

**DISCUSSION**

This item was first discussed at the June 3, 2012 Board meeting. At the June 3<sup>rd</sup> meeting the Board reviewed a proposal for a wine & beer specialty shop. The Board indicated that the proposal for the shop was acceptable and instructed staff to work with the applicant and to present the proposal at the July 17<sup>th</sup> meeting for approval. Upon review of the liquor code it was found that a code amendment would be needed.

Staff and the Village Attorney drafted an amendment to the liquor control code that includes the facets for operation of a wine & beer specialty shop. Those needs are:

1. Prepared food will be available (bistro boxes)
2. Alcoholic beverages limited to wine and beer
3. Wine and beer to be served at bar and at tables
4. Tasting will be permitted
  - a. Wine—One (1) ounce and Beer—Two (2) ounces. Limited to six (6) tastings per customer.
5. Outdoor Patio requires both service and consumption
6. Sales for off premise

Staff also researched area liquor license grantees for a use that would be similar, and the average applicable fees are \$1,200.00. Staff recommends that the annual fee for a Class N be set as \$1,200.00.

The original application has been reviewed and it is in substantial compliance with the Village's Liquor Control, Title 3, Chapter 2 of the Village Code. As the information contained within the application is private and personal the application is not attached.

In order to grant this license, an ordinance amending the liquor code, adding Class P and a resolution adding amending the number of licenses per class need to be adopted. Both the ordinance and resolution are attached.

Village Code 3-2-2(B)(1) requires that the granting of any Liquor License is subject to approval by Liquor Commissioner and Commission. It is the recommendation of staff that President Michels and the Board in their capacity as the Village of Sugar Grove's Liquor Commissioner and Commission approve the Class N liquor license subject to receipt of the additional Class N information and approval of the completed application requirements by the Village Attorney and/or Village Staff and receipt of all fees associated (\$500.00 application fee and the \$1,200.00 licensing fee).

### **COSTS**

The total cost for the approval of the Class N liquor license is approximately \$400.00 for legal review and \$200.00 to update the Village Code. The costs are within budgeted amounts in Administration – Legal – 01 50 6301.

### **RECOMMENDATION**

That the Board by consensus adopts Ordinance #2012-0717B, An Ordinance Amending Title Three, Chapter 2 of the Village Code Concerning Wine & Beer Specialty Shop Liquor Licenses in the Village of Sugar Grove, Kane County, Illinois

and

That the Board by consensus adopts Resolution #20120717A, A Resolution Amending the Number of Liquor Classes for the 2012-2013 Licensing Year

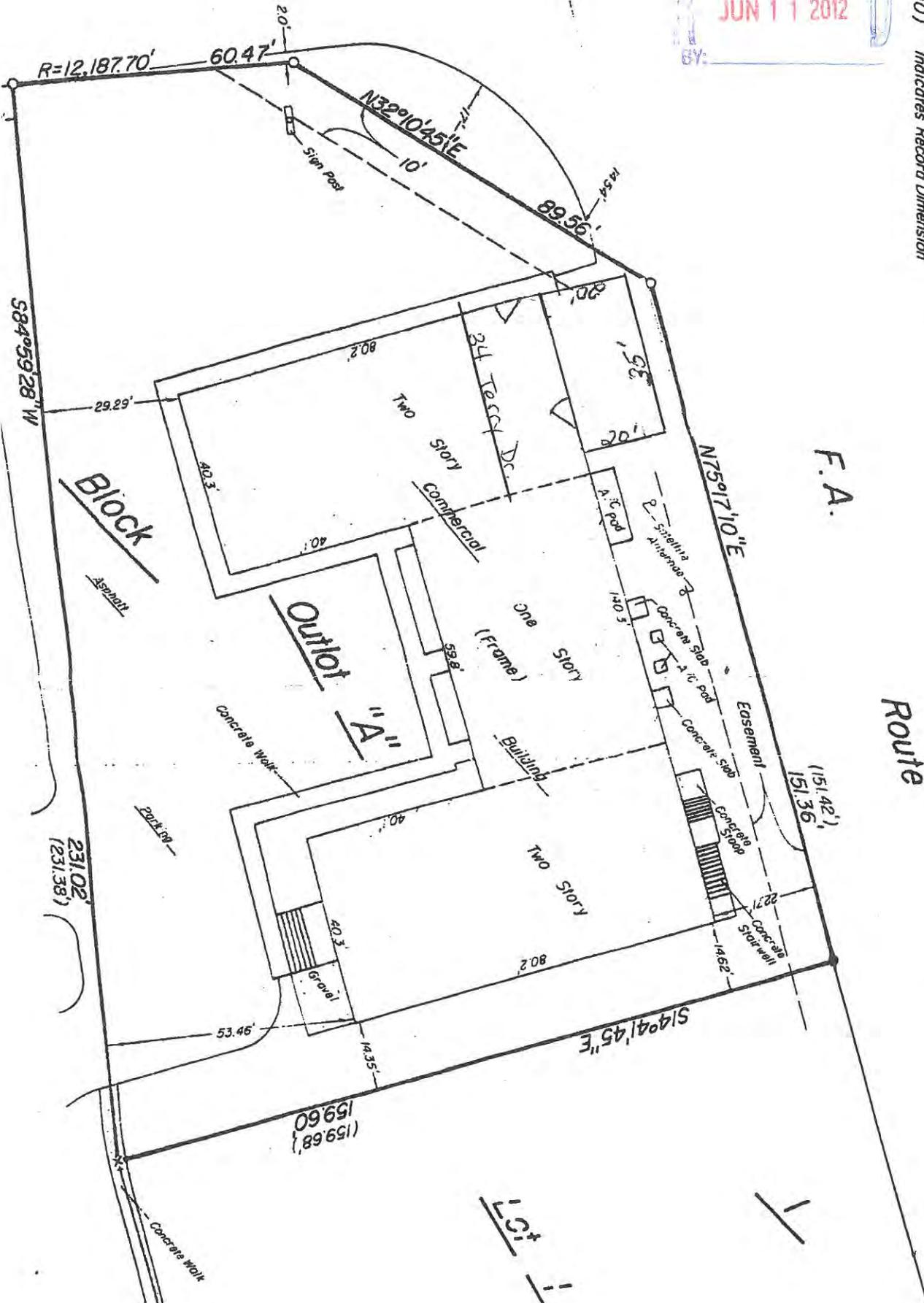
and

that the Village President and Village Board acting in their capacity as the Liquor Commissioner and Commission approve a Class P for Wine in the Grove, subject to review and approval by the Village Attorney and/or Staff and receipt of the \$500.00 application fee and the \$1,200.00 liquor license fee.

No. 47

RECEIVED  
JUN 11 2012  
BY:

- Indicates Iron Stake Set
- Indicates Iron Stake Found
- x Indicates Cross Cut in Concrete (1000')
- Indicates Record Dimension



F.A.

Route

No.

141

107