

<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 Sean Herron Mari Johnson Rick Montalto David Paluch</p>
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**July 16, 2013
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. GFOA Certificate of Achievement for Excellence in Financial Reporting
 - b. Police Meritorious Award
6. Public Comment on Items Scheduled for Action
7. Consent Agenda
 - a. Approval: Vouchers
 - b. Resolution: Amending the Affordable Housing Plan
8. General Business
 - a. Approval: 2013 Corn Boil Special Event Permit
 - b. Approval: MPROA Stormwater Management Area Maintenance & Recreation Path
 - c. Resolution: Approval of Change Order # 3 – MPROA Stormwater Project
 - d. Resolution: Approving an IGA with Kane County For Animal Control Services
9. New Business
10. Reports
 - a. Staff Reports
 - b. Trustee Reports
 - c. Presidents Report
11. Public Comments
12. Airport Report
13. Closed Session: Land Acquisition, Personnel, Litigation
14. Adjournment

*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*

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 at the appropriate time.
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.
7. 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.

<p>Village President P. Sean Michels</p> <p>Village Clerk Cynthia Galbreath</p> <p>Village Administrator Brent M. Eichelberger</p>	 10 S. Municipal Drive Sugar Grove, Illinois 60554 Phone: 630-466-4507 Fax: 630-466-4521	<p>Village Trustees</p> <p>Robert Bohler Kevin Geary Sean Herron Mari Johnson Rick Montalto David Paluch</p>
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July 16, 2013
Committee of the Whole
6:30 P.M.

1. Call to Order
2. Roll Call
3. Public Comments
4. Discussion: Police Enforcement of Park District Regulations
5. Discussion: Comprehensive Sign Ordinance Update
6. Discussion: Firearm Disposal
7. Discussion: IGA with Sugar Grove Township
8. Closed Session: Land Acquisition, Personnel, Litigation
9. Adjournment

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: CYNTHIA L. GALBREATH, VILLAGE CLERK
SUBJECT: APPROVAL: 2013 CORN BOIL EVENT APPLICATION
AGENDA DATE: JULY 16, 2013 REGULAR AGENDA
DATE: JULY 11, 2013

ISSUE

Does the Village Board approve the application for the 2013 Sugar Grove Corn Boil.

DISCUSSION

The Sugar Grove Corn Boil Committee Chair upon approval of the 2013 Corn Boil committee has submitted the attached application. Staff has reviewed the application and noted that all is in order with the exception of the required insurance. The Corn Boil committee has been notified of the need to submit the certificate of insurance.

The application was also forwarded for review to the Sugar Grove Fire Department, the Police Department and Public Works. No one has required additional information from the committee. Staff recommends that the Board approve the event application.

COSTS

There is no direct cost for the review and approval of the event application.

RECOMMENDATION

That the Board approves 2013 Corn Boil Event Application.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: PATRICK J. ROLLINS, CHIEF OF POLICE
SUBJECT: DISCUSSION: FIREARMS DISPOSAL
AGENDA: JULY 16, 2013 BOARD MEETING
DATE: JULY 11, 2013

ISSUE

Should the Village authorize the destruction of designated weapons in the police department property room.

DISCUSSION

The police department recently performed a review of property items that can be disposed of from the police property storage area. During the review as a normal course, a number of weapons that have been turned into the police department by citizens no longer wanting them back or by those who no longer have lawful rights to own them have been identified for disposal. Some of the weapons have been in the possession of the department since the early 1990s. A few of the weapons are operational and others have working parts.

Weapons in this type of categories in the past have been physically destroyed. (Melted down or cut up) Similar end results to the ones having destruction orders from the Court directing the weapons to be destroyed after the criminal case is well over with. A topic of conversation arose about the possibility to sell the weapons to a federally registered gun dealer (Federal Firearms Licenses holder) and potential take in a couple of thousand to six thousand dollars depending on their value.

Selling the weapons versus destroying them raises some issues.

- People who turned them in for destruction to the police department no longer wanting them are under the impression they were going to be destroyed by the police department.

- If one of the weapons is sold and later is used in the commission of a crime, the trace back of that weapon's owner would list the Sugar Grove Police Department on the list. The negative press relations could cause imaging issues for the Village and concerns raised by the public that will need to be defended.

- If one of the weapons is lawfully purchased and the new owner leaves it unsecured, a child plays with it and a tragic event happens, it would weigh heavy on the heart and minds of those who knew the story.

These are just a few examples. Staff believes the concerns outweigh any revenue that could result from the sale of the weapons and recommends disposal.

COST

The destruction of the weapons has no financial impact. The sale of the weapons could result in up to an estimated \$6,000 in unbudgeted revenue.

RECOMMENDATION

Staff recommends that the Village Board direct the police department to properly destroy the weapons.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT MICHELS & BOARD OF TRUSTEES
FROM: CYNTHIA L. GALBREATH, VILLAGE CLERK
SUBJECT: PRESENTATION OF A CERTIFICATE OF ACHIEVEMENT IN EXCELLENCE FOR FINANCIAL REPORTING
AGENDA: JULY 16, 2011, 2010 REGULAR AGENDA
DATE: JULY 12, 2013

ISSUE

Presentation on behalf of the Government Finance Officers Association of the Comprehensive Annual Finance Report Award.

DISCUSSION

The Government Finance Officers Association (GFOA) has awarded the Village of Sugar a Certificate of Achievement in Excellence for Financial Reporting. This is the 12th year that the Village has received this esteemed recognition. A Certificate of Recognition was also presented to Justin E. VanVooren, Finance Director as the individual that was primarily responsible for its having achieved the award on behalf of the Village.

This award represents a significant achievement as it reflects the commitment of the Village Board and Staff for using the highest principles of governmental accounting and presentation. In order to receive the award, the Village had to satisfy nationally recognized guidelines for presentation of the Village's financial statement.

COSTS

There are no costs associated with the presentation.

RECOMMENDATION

That the Village Board accepts the plaque recognizing the award and recognizes the efforts of the Finance Department to once again achieve this distinguished award.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS
GEOFF PAYTON, STREETS / PROPERTIES SUPERVISOR
SUBJECT: DISCUSSION: INTERGOVERNMENTAL AGREEMENT WITH SUGAR
GROVE TOWNSHIP ROAD DISTRICT FOR SNOW AND ICE CONTROL
AGENDA: JULY 16, 2013 COMMITTEE OF THE WHOLE
DATE: JULY 12, 2013

ISSUE

Should the Village enter into an agreement with Sugar Grove Township Road District for snow and ice control.

DISCUSSION

Throughout the Village and the Township, it is recognized that certain streets are maintained for varying distances by different jurisdictions. Most commonly, the Sugar Grove Township Road District (District) and the Village cross jurisdictions caused by the nature of the Village boundary lines. These areas are known as “gap areas.”

During the course of any given snow event, both jurisdictions are patrolling the same road in effort to maintain safe travel for our residents. As it is currently; the gap areas are skipped by the first responding jurisdiction and left for the responsible agency. As such, Village Staff and the District believe it is in the best interests of both jurisdictions to pursue an agreement regarding these gap areas. The basis for the agreement is that each jurisdiction will agree to maintain snow and ice control in a designated gap area on behalf of the other instead of skipping it in an effort to better serve the residents of the both agencies.

The agreement stipulates that each agency will communicate on a yearly basis any changes to the designated areas, the agency providing service will execute operations based on the standards established by the responsible agency and that each jurisdiction will retain the maintenance responsibilities outside of snow removal (such as pavement maintenance, pavement striping and shouldering, etc.). Each agency shall also hold the other harmless in regards to any claims, law suits or accidents. Either agency could terminate the agreement with written notice 90 days prior to January 1st of any given year.

The agreement has been review by the Village Attorney and Greg Huggins of the Sugar Grove Township Road District and has been found to be acceptable pending final development of the gap areas. The draft agreement has been attached for review.

COST

There are no costs associated with entering into this agreement with the Township. Attorney fees for reviewing the document are estimated at \$200.

RECOMMENDATION

The Village Board discuss the proposed Snow and Ice Control agreement with Sugar Grove Township Road District and direct Staff to bring it forward for approval at the next Regular board Meeting.

INTERGOVERNMENTAL AGREEMENT FOR SNOW PLOWING

This Agreement entered into this ___ day of _____ 2013 by and between the Sugar Grove Township Road District, a unit of local government of the State of Illinois, (hereinafter the "District") and the Village of Sugar Grove, a municipal corporation of the State of Illinois, (hereinafter the "Village"). The Village and the District are collectively sometimes referred to herein as the "Parties" and each individually as a "Party".

WITNESSETH

WHEREAS, the Village and the District are authorized to agree and cooperate among themselves pursuant of the provisions of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act of the Illinois Compiled Statutes; and,

WHEREAS, due to the nature of Village boundary lines, certain streets are, for certain distances, out of the Village's jurisdiction for a short period of time (hereinafter referred to as "gap areas") and thereafter are again in the Village's jurisdiction; and,

WHEREAS, similarly, due to the nature of Village boundary lines, certain streets are, for certain distances, out of the Township's jurisdiction for a short period of time (hereinafter referred to as "gap areas") and thereafter are again in the Township's jurisdiction; and,

WHEREAS, it is in the best interest of the Citizens of the Village and the Township that the snow plows of one jurisdiction plow these gap areas of streets rather than skipping such areas and leaving them for the other jurisdiction to plow; and,

WHEREAS, this agreement shall be to the benefit of the citizens of the District and the Village and shall further the safety of the motoring public.

NOW THEREFORE, in consideration of the above stated preambles and for good and valuable consideration the sufficiency of which is agreed to between the Parties, both the District and the Village agree as follows, to wit:

1. The Village and the District agree to coordinate on a yearly basis (through their staff) which jurisdiction shall plow which gap areas of which streets. An initial exhibit of listed streets is attached hereto as Exhibit A; however, due to the changing nature of boundary lines, the staff of each jurisdiction is hereby empowered to attach an amended Exhibit A, from time to time, if both jurisdictions' staffs agree to the amended Exhibit A.
2. The Jurisdiction charged with a given street agrees to perform snow plowing and ice control in accordance with standards established by the jurisdiction plowing said street and with any and all standards promulgated therefore by the Illinois Department of Transportation and in compliance with any and all applicable provisions of the Illinois Compiled Statutes.
3. Each jurisdiction shall continue to perform at its own cost all other items of routine highway maintenance on its streets, including but not limited to, the following:

- All highway striping
- Highway resurfacing
- Highway reconstruction
- Maintenance of all highway signs
- Crack sealing
- Shoulder grading

4. The Village shall indemnify, defend, and save harmless as herein provided, the District, its officers, agents, officials, servants, and employees from any and all liability, claims, manner of actions, cause, and causes of action, suits, sums of money, covenants, controversies, agreements, promises, damages, judgments, claims, and demands, whatsoever, in law or in equity, and particularly and without limiting the generality of the forgoing any and all personal injuries, property damage or death, including claims for indemnity or contribution, attorneys' fees, and litigation expenses all and in any case or manner arising out of, caused by, or in consequence of the negligence of the Village, and/or their employees, officers, agents, or servants arising from its obligations under this Agreement.

5. The District shall indemnify, defend, and save harmless as herein provided, the Village, its officers, agents, officials, servants, and employees from any and all liability, claims, manner of actions, cause, and causes of action, suits, sums of money, covenants, controversies, agreements, promises, damages, judgments, claims, and demands, whatsoever, in law or in equity, and particularly and without limiting the generality of the forgoing any and all personal injuries, property damage or death, including claims for indemnity or contribution, attorneys' fees, and litigation expenses all and in any case or manner arising out of, caused by, or in consequence of the negligence of the District, and/or their employees, officers, agents, or servants arising from its obligations under this Agreement.

6. This agreement may be terminated by either Party hereto, commencing the ensuing year, upon ninety days written notice of such termination, prior to January 1, to the Village's President or the District's Supervisor.

IN WITNESS WHEREOF, the parties set their hands and seals as of this ____ day of _____ 2013.

Village:

District:

Village President

Highway Commissioner

Village Clerk

Ex-Officio Clerk

Date

Date

Exhibit A

Areas of roadways to be plowed by jurisdiction

Village:

Prairie St. East of Rt. 47 to Village limits

Norris Rd. South of Rt. 88

Denny Rd. from Bliss Rd. to Norris Rd.

Dugan Rd. (Village limits to Scott Rd.)

Township:

KeDeKa Rd

New Bond Rd.

Prairie St. West of Rt. 47

Main St (1st St. to Rt. 47)

AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 16th day of July, 2013 by and between the **COUNTY OF KANE**, a body politic and corporate, and the Village of Sugar Grove an Illinois municipal corporation.

WHEREAS, the County of Kane (“Kane County”) is a body politic and corporate duly organized and existing under the Constitution and laws of the State of Illinois; and

WHEREAS, the Village of Sugar Grove (“Municipality”) is an Illinois municipal corporation; and

WHEREAS, Kane County pursuant to the Animal Control Act, 510 ILCS 5/1 et seq. (the “Act”) has certain rights, duties and obligations with respect to rabies control and registration of dogs and cats on a county-wide basis, and also has primary responsibility for animal control activities within unincorporated Kane County; and

WHEREAS, the Municipality has the right, but not the obligation to control animal activities in its corporate limits, and has historically taken the primary responsibility for animal control activities within its corporate limits and desires to contract with the County to discharge these responsibilities; and

WHEREAS, pursuant to Kane County Board Ordinance 07-254, passed July 10, 2007, Kane County is ready, willing and able to contract with the municipalities of Kane County to provide them with animal control services, including but not limited to pick-up of animals running at large, sick or injured dogs and small, wild mammals such as skunks, raccoons, and bats and providing housing and adoption services for animals in its custody to the best of its ability; and

WHEREAS, the parties have a mutual interest in long term planning for animal control services in Kane County and intend to participate in such planning activities to be convened by the Metro West Council of Government, but desire to enter into an agreement for services while such planning is ongoing; and

WHEREAS, pursuant to Article VII Section 10 of the Constitution of the State of Illinois and Section 3 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3 (2006), units of local government are authorized and empowered to enter into agreements to obtain and share services and to exercise jointly or transfer any powers or functions not prohibited by law; and

WHEREAS, the Chairman of the Kane County Board has heretofore been authorized pursuant to Resolution 06-330 to enter into an intergovernmental agreement with the Municipality as herein provided;

NOW, THEREFORE the COUNTY OF KANE and the VILLAGE OF SUGAR GROVE do hereby agree as follows:

Section 1. Incorporation of Recitals. The facts and statements contained in the preamble to this Agreement are hereby incorporated herein as if fully set forth.

Section 2. Pickup Service Provided. The Kane County Animal Control Department will provide pickup service for stray dogs found within the limits of the Municipality, and for pickup of animals from locations where a forcible entry and detainer action results in an eviction conducted by the Kane County Sheriff, and shall transport them to the Facility or another County designated animal shelter for a service fee to be paid to the County as provided in Section 5-49(a) of the Kane County Code.

Section 3. Complaint Calls – Response. The Kane County Animal Control Department will respond to complaint calls, as provided in Section 5-49(a) of the Kane County Code, from the Municipality’s police department (or appropriate Municipal officials if no police department exists), for barking dogs, dogs running at large and sick or injured wildlife outside of a building or structure within the limits of the Municipality and shall transport them to the Facility or another County designated animal shelter. The service fee to be paid to the County shall be that shown on Exhibit A. The County Board may pass a resolution which shall be binding on the Municipality upon 60 days notice to the Municipality, to increase said rates. Notwithstanding the above, all service fee increases are hereby

capped at a maximum increase of 25% of the Base Rate in the first 12 month period of the agreement. During each subsequent 12 month period, all service fees are likewise capped at a maximum increase of 25% of the Base Rate. "Base Rate" is the amount specified by category of service in Exhibit A.

Section 4. Vicious or Dangerous Dogs. The Kane County Animal Control Department shall cooperate with the police department of the Municipality in responding to complaints relating to vicious or dangerous dogs. All complaints and proceedings shall be handled as provided in Sections 15 and 15.2 of the Act.

Section 5. Invoices for Services. Kane County shall invoice the Municipality for services provided at the end of each month and the Municipality shall remit payment to Kane County in full within thirty (30) days. The County invoice shall, at a minimum, specify the dates of service, particulars regarding the animal serviced and the types of services rendered. The County shall retain the right to limit, suspend, or terminate services to the Municipality if it shall omit to pay any fees within sixty (60) days of receipt of the County's invoice therefore. All fees for services shall be deposited by the County as set forth in Resolution 06-330.

Section 6. Termination of prior Agreements. Upon the effective date of this Agreement, any and all prior agreements between Kane County and the Municipality are hereby terminated and abrogated.

Section 7. Fees and Charges to Individual Owners. Nothing in this Agreement shall be construed to limit the right of Kane County or the municipality to increase or impose any fees or charges to individual owners as permitted or provided by law.

Section 8. Effective Date; Termination. This Agreement shall commence upon the affixing of the last signature of any officer required to sign this Agreement, which date shall be deemed the "Effective Date." This Agreement shall remain in full force and in effect until _____ with two one-year renewal options that shall be subject to the following condition: that the Municipality has been and is actively participating in animal control services and facility planning activities that are to be convened and coordinated by the

Metro West Council of Governments, (“Metro West”) .The Municipality shall notify the county in writing, not less than 60 days prior to the expiration date, of its intent to exercise each renewal option.

Section 9. Additional Agreement. The Parties agree to meet to work towards a long term solution to the regional issues of animal control. To that end, the County will assist the Municipality cooperatively with Metro West to participate in developing a plan to meet specific anticipated demand for animal control services due to municipal growth. Failure by the Municipality to participate in good faith in said meetings shall be a breach of the terms of this agreement by the Municipality.

Section 10, Service Provision Subject to Shelter Capacity.

The County shall reserve 30% of the animal shelter capacity for the exclusive use of the county for provision of services to residents of unincorporated Kane County and for its use for provision of County-wide animal bite investigation services. If, at any time, in the opinion of the Kane County Animal Control Administrator, animals in the shelter from the Municipality and other municipal contract-holders constitute more than 60% but less than 70% of total shelter capacity, the Administrator shall notify the Municipality as provided for in Section 12 of this Agreement. If, at that time, in the opinion of the Kane County Animal Control Administrator, animals in the shelter from the Municipality and other municipal contract-holders has reached 70% of the total shelter capacity, the Administrator shall notify the Municipality that Animal Control services for new additional animals are being suspended and for what time period they shall be suspended to the Municipality and to all other municipal contract-holders. In the event of service suspension, the County shall work with the Municipality to identify and obtain animal control services from other service providers in the geographic area, but it shall be the sole responsibility of the Municipality to secure such services for its residents during the service suspension period, and the County shall have no obligation, responsibility or liability to the Municipality for animal control services except as provided by other applicable law. Animal Control services shall be reinstated when the Animal

Control Administrator determines that the unused shelter capacity has exceeded 30% for two consecutive weeks.

Section 11. Indemnification. The Municipality shall indemnify, defend and hold harmless Kane County and its officers, agents and employees of and from any and all claims, demands, suits at law or in equity, of any kind and manner, which in any way occur or arise in connection with Kane County's services or facilities provided pursuant to this Agreement, except as to claims of negligence, intentional, willful or wanton acts committed by the County and its officers agents and employees and/or to the extent prohibited by law or public policy. In the event of a claim being made by the County under this Section, the County shall be entitled to be defended by counsel of its own choosing, and the Municipality shall pay any reasonable attorneys' fees and expenses incurred by the County in connection therewith.

Section 12 Notices. Any notices permitted or required to be given under this Agreement shall be deemed given if sent by certified mail, return receipt requested, or by personal delivery to the person to who it is addressed, to the following:

If to Kane County:

County of Kane

Kane County Government Center

719 South Batavia Avenue - Building A - 2nd Floor

Geneva, IL 60134

Attention: County Board Chairman

With a copy to:

Animal Control Administrator

County of Kane

4060 Keslinger

Geneva, IL 60134

With a copy to:

States Attorney, Chief of the Civil Division

100 South Third Street, 4th Floor

Geneva, IL 50134

If to the Municipality:

Attention:

until notice of change of address is given in the manner provided. Notice by fax transmission or email communication shall not be sufficient unless required by an applicable statute.

Section 13 Severability. If any provision, clause or section of this Agreement shall be ruled or held invalid by any Court of competent jurisdiction, then and in such event such finding of invalidity shall not affect the remaining provisions of this Agreement which can be given effect without such invalid provisions and to that end to provisions of this Agreement are Severable.

Section 14 Entire Agreement of the Parties. This Agreement, and any ordinances or resolutions incorporated herein by reference or by operation of law constitutes the entire agreement of the parties and no modifications by course of conduct or oral agreement shall be valid unless reduced to writing and duly adopted by the Kane County Board and the Municipality.

Section 15. Binding Effect; Successors' Assignment. This Agreement shall be binding upon the respective parties hereto, and their lawful successors in interest, except that Kane County shall not

assign performance of this Agreement to another unit of local government without the written consent of the Municipality.

WHEREFORE, the parties have caused this Agreement to be signed as of the date and year first above written.

COUNTY OF KANE

By: _____

Christopher Lauzen

County Board Chairman

ATTEST: _____

John A. Cunningham

Kane County Clerk

VILLAGE OF SUGAR GROVE

By: _____

P. Sean Michels

Village President

ATTEST: _____

Cynthia Galbreath, Village Clerk

Exhibit A
Kane County Fee Schedule for Municipalities

Service	Fee
Pick up per animal	\$25
Pick up charge group of small animals (excluding ferrets, rabbits, exotic birds and reptiles) evictions only	\$30
Boarding per animal / per day/ Maximum charge \$70	\$10
Vaccination for distemper per animal	\$30
Euthanasia per dog/cat animal under 30 pounds	\$50
Euthanasia per dog/cat animal over 30 pounds	\$75
Rabies Observation (includes euthanasia fee) under 30 pounds	\$150
Rabies Observation (includes euthanasia fee) over 30 pounds	\$175
Specimen pick up	\$30
Specimen prep	\$50
Eviction cost comprise of pick up charges and boarding.	\$100.00

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: PATRICK J. ROLLINS, CHIEF OF POLICE
SUBJECT: RESOLUTION: AUTHORIZING AN IGA WITH KANE COUNTY FOR ANIMAL CONTROL SERVICES
AGENDA: JULY 16, 2013 BOARD MEETING
DATE: JULY 11, 2013

ISSUE

Should the Village enter into an Intergovernmental Agreement with Kane County for Animal Control Services.

DISCUSSION

For many years the Village has utilized Kane County Animal Control Services (KC ACS), when needed. The service is primarily used when our efforts to return stray animals are unsuccessful. The Village has used KC ACS under a series of one year extensions while Metro West has been negotiating a new agreement on behalf of Kane County municipalities. In April 2013 the Kane County Board approved the new standard Agreement negotiated by the Metro West negotiating team. The Agreement includes favorable terms and all parties are hoping to better utilize the services available. In order to take advantage of the negotiated terms, an IGA with each municipality is required.

Kane County Animal Control can be used to assist with picking up stray animals, boarding, euthanasia, or when the pets are left behind discovered through the residential evictions process.

The Village does not pay anything unless the services are needed.

COST

Total annual costs, which are only incurred as needed, are expected to remain at approximately \$1,000 which is budgeted in Police General Fund account #01-51-6309 Other Professional Services.

RECOMMENDATION

Staff recommends that the Village Board approve Resolution # 20130716A, authorizing execution of an IGA with the County of Kane for Animal Control Services



RESOLUTION NO. 20130716A

**RESOLUTION OF AUTHORIZATION TO SIGN
AN INTERGOVERNMENTAL AGREEMENT
FOR ANIMAL CONTROL SERVICES
WITH KANE COUNTY**

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

WHEREAS, from time to time there is a need to utilize the serviced of Kane County Animal Control; and

WHEREAS, An agreement for Animal Control Services has been proposed by the Kane County Board; and

WHEREAS, the Village of Sugar Grove Board has determined that it is in the best interests of the Village to enter into this agreement.

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

1. That P. Sean Michels, Village President hereby authorized to sign the Intergovernmental Agreement for Animal Control Services with Kane County.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this 16th day of July, 2013.

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

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

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

CHANGE ORDER #3

Date: July 10, 2013

Project: Mallard Point Rolling Oaks Area Drainage Improvements

Job Number: VSG-012

Owner:	Village of Sugar Grove	Contractor:	Neslund and Associates
	10 S Municipal Drive		115 South River Road
	Sugar Grove, Il 60554		North Aurora, Il 60541

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

This change accounts for a decrease in construction cost for the reduction of and modification of work completed by the contractor. During the construction process slight modifications and substitutions were made to quantities and items. This is in effect a balancing change order to add, deduct and modify bid and as-built quantities.

Original Contract Price	\$1,142,184.09
Amount of Previous Change Order(s)	\$42,670.05
Current Contract Price adjusted by Previous Change Order(s)	\$1,184,854.14
Change in Contract Price Due to this Change Order	(\$1.74)
Contract Price Including this Change Order	\$1,184,852.40

Original Contract Time	180	Calendar Days
Previous Changes to Contract Time	0	Calendar Days
Current Contract Time adjusted by Previous Change Orders	180	Calendar Days
Change to Contract Time	0	Calendar Days
Contract Time including this Change Order	180	Calendar Days

Approvals:

NESLUND AND ASSOCIATES	TROTTER AND ASSOCIATES, INC.	VILLAGE OF SUGAR GROVE
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Fred Neslund
Owner

Mark Bushnell, P.E.
Project Engineer

Sean Michels
President

Summary of Work Deducted: (\$33,818.34)

Reductions from Plan Quantity		Base Bid		Change from Plan Quantity	
Unit #	Item Description	Total	Unit		Extended Cost
Pipes, Sewers and Appurtenances					
2	24" Draintile (ADS N-12)	967	LF	-25.00	\$ (697.25)
5	12" Draintile (ADS N-12) - Flared Section	2	EA	-2.00	\$ (782.64)
11	12" RCP FES w/ Grate	1	EA	-1.00	\$ (990.43)
17	Cleanout on 30" Tile	14	EA	-1.00	\$ (1,062.53)
Manholes and Structures					
Restoration					
36	Silt Fence	3965	LF	-721.00	\$ (1,651.09)
40	Pavement Removal and Replacement	605	SY	-31.00	\$ (2,765.20)
43	Curb Removal and Replacement	302	LF	-77.00	\$ (4,843.30)
44	PCC Sidewalk Removal and Replacement	2076	SF	-1,226.00	\$ (21,025.90)

Summary of Work Added: \$33,816.60

Project Additions or Modifications					
Item #	Description	Quantity	Unit	Unit Price	Total Price
1A	15" ADS Santite	25	Linear Feet	\$ 20.00	\$ 500.00
2A	15" Agridrain on Manhole #6	1	Each	\$ 469.00	\$ 469.00
3A	Structure #10- Modification	1	Each	\$ 563.00	\$ 563.00
4A	Structure #3- Modification	1	Each	\$ 1,537.00	\$ 1,537.00
5A	Gate Swaps	1	Each	\$ (1,959.00)	\$ (1,959.00)
6A	Added Inlet	1	Each	\$ 1,117.00	\$ 1,117.00
7A	12" Check Valve on Manhole #6	1	Each	\$ 1,500.00	\$ 1,500.00
8A	Additional Cleanouts	3	Each	\$ 414.32	\$ 1,242.96
9A	Exploratory	7	Each	\$ 540.22	\$ 3,781.54
10A	Drain tile repairs	8	Each	\$ 1,938.10	\$ 15,504.80
11A	18" SDR 26 Storm Sewer	92	Linear Feet	\$ 49.79	\$ 4,580.68
12A	12" DIP Storm Pipe	4	Linear Feet	\$ 44.46	\$ 177.84
13A	RCP FES in lieu of ADS	2	Each	\$ 990.43	\$ 1,980.86
14A	Watermain Corp Repair (1 Hour Crew Time)	1	Each	\$ 540.00	\$ 540.00
15A	Stone Bedding Per County	1	Each	\$ 2,280.92	\$ 2,280.92

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS
GEOFF PAYTON, STREETS & PROPERTIES SUPERVISOR
SUBJECT: APPROVAL: MALLARD POINT/ROLLING OAKS AREA DRAINAGE
PROJECT CHANGE ORDER # 3
AGENDA: JULY 16, 2013 REGULAR BOARD MEETING
DATE: JULY 11, 2013

ISSUE

Should the Village Board approve the Mallard Point/Rolling Oaks Area Drainage Project Change Order # 3.

DISCUSSION

On July 17, 2012, the Village authorized the execution of an agreement with Trotter and Associates for the construction observation of the Mallard Point / Rolling Oaks Area Drainage Project. The Engineer's Estimated Cost of Construction was \$1,194,816.80. The bid was awarded to Neslund and Associates in the amount of \$1,142,184.09 for the drainage improvements for the project; \$52,632.71 under the engineer's estimate.

On February 5, 2013 the Village Board authorized Change Order #1 dated January 17, 2013 for additional repair of field tiles encountered during construction of the pipe through the agricultural tile, the change in as-built quantities versus bid quantities and the installation of a dewatering device at Manhole #6. Change Order #1 increased the original contract cost by \$35,170.05. The new contract price including Change Order # 1 is \$1,177,354.14; \$17,462.66 under the original engineer's estimate.

On June 16, 2013 the Village Board approved Change Order #2 dated June 13, 2013 for excavation of the settling basin in front of and around the sides of the Flared End Section and installation of riprap to armor shoreline and stabilize the flared end section. In addition, silt material was removed and re-spread on adjacent areas to be restored. Change Order #2 increased the original contract cost by \$7,500.00. The new contract price including Change Order # 2 is \$1,184,854.14; \$9,962.66 under the original engineer's estimate

Change Order #3 dated July 10, 2013 accounts for the various modifications to work completed by the contractor. During construction, additions and subtractions were made

to the contract based on field observations. The subtractions included reductions in curb, sidewalk and pavement removal; 24" and 12" pipe footage reductions and clean out installation. The total cost of the changes resulted in a \$33,818.34 deduction. The additions included stone bedding (as required by the County), 18" and 15" drain pipe footage additions, a gate valve swap and exploratory excavations. The total costs of the changes resulted in a \$33,816.60 addition to the contract. Change Order #3 decreases the contract costs by \$1.74, bringing the new contract price including change Order #3 is \$1,184,852.40; \$9,964.40 under the original engineer's estimate.

COST

The total cost of the Mallard Point / Rolling Oaks Area Drainage Improvements Change Order #3 is a deduction of \$1.47. Additions to the contract total \$76,486.65 and reductions to the contract total \$33,818.34. The associated costs with this project are budgeted in account 30-53-7008: Capital Improvements. This account has \$1,623,765.00 allocated for Fiscal Year 2012-13 and 2013-14.

RECOMMENDATION

The Village Board approves Resolution # **20130716PW2** authorizes execution of Change Order #3 in the deduction amount of \$1.74 for Neslund and Associates as recommended by Trotter and Associates, Inc.



RESOLUTION NO. 20130716PW2

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

RESOLUTION AUTHORIZING EXECUTION OF CHANGE ORDER #3 WITH NESLUND AND ASSOCIATES FOR THE CONSTRUCTION OF THE DRAINAGE IMPROVEMENTS FOR THE MALLARD POINT / ROLLING OAKS AREA 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 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 Change Order #3 between Neslund and Associates and the Village of Sugar Grove for construction services for the drainage improvements for the Mallard Point / Rolling Oaks Area Drainage Project. The Village 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 16th day of July, 2013.

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

ATTEST: _____
Cynthia Galbreath, Clerk

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

PROPOSAL NO. 12-1119D-CO2

July 1, 2013

Village of Sugar Grove
 10 S. Municipal Drive
 Sugar Grove, IL 60554

Re: Mallard Point Trail System Management Work, Sugar Grove, IL (2,410 LF x 6 FT)

TASK	DESCRIPTION	UNIT	NO. OF UNITS	UNIT COST	EXTENDED COST
1	Cutting of Trail System (1 time per month through October; 2,410 LF)	Each	4	\$1,620.00	\$6,480.00
2	Herbicide Application to Existing Vegetation Along Trail System (2,410 LF)	Each	2	\$1,345.00	\$2,690.00
3	Installation of No-Mow Fescue Seed Mix in New Trail System Area	Each	1	\$1,375.00	\$1,375.00
TOTAL COST:					\$10,545.00

Payment Agreement

The Village of Sugar Grove, (hereinafter "Client") shall be solely liable for the timely payment of all amounts invoiced under this proposal. Invoices will be tendered by ENCAP, Inc. ("ENCAP") from time to time, but no more frequently than every two weeks, and shall be due and payable upon receipt. If Client objects to all or any portion of an invoice, Client shall nevertheless timely pay the undisputed amount of such invoice and promptly advise ENCAP in writing of the reasons for disputing any amount.

Client shall pay an additional charge of two (2) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by ENCAP more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payments shall first be applied to accrued interest and then to the unpaid principal amount.

If Client fails to pay invoiced amounts within thirty (30) calendar days of the date of the invoice, ENCAP may at any time, without waiving any other claim against Client and without incurring any liability to Client, suspend or terminate performance under this Agreement as long as any hazardous conditions created by ENCAP'S previously performed services are rendered non-hazardous to Clients employee's, agents and subcontractors, the general public, and the environment. Termination shall not relieve Client of its obligation to pay amounts incurred up to termination. ENCAP shall be entitled to recover any and all costs of collection associated with

Page 2
Village of Sugar Grove
Mallard Point Trail System Management (2,410 LF)

recovery of amounts due under this Payment Agreement, including but not limited to reasonable attorney's fees.

Client will indemnify and hold harmless ENCAP and its representatives, agents, employees, and successors and assigns from and against any and all claims, suits, actions, losses, penalties, fines, and damages of any nature whatsoever, and shall pay any reasonable attorney's fees, expert witnesses fees, and ENCAP fees, and court costs arising or resulting from (1) Client's breach of this Agreement; or (2) Client's negligence or intentional misconduct.

** All Legal Proceedings to be conducted in Kane County **

Client shall accept full responsibility for payment notwithstanding any other agreement with owner or other party, and in no event will any provision in a contract, agreement, or understanding which conditions Client's payment to ENCAP upon receipt of the payment from any other party relieve Client from responsibility for payment to ENCAP.

By: ENCAP, Inc.

By: Village of Sugar Grove

Jonathan Koepke

Date

Authorized Rep.

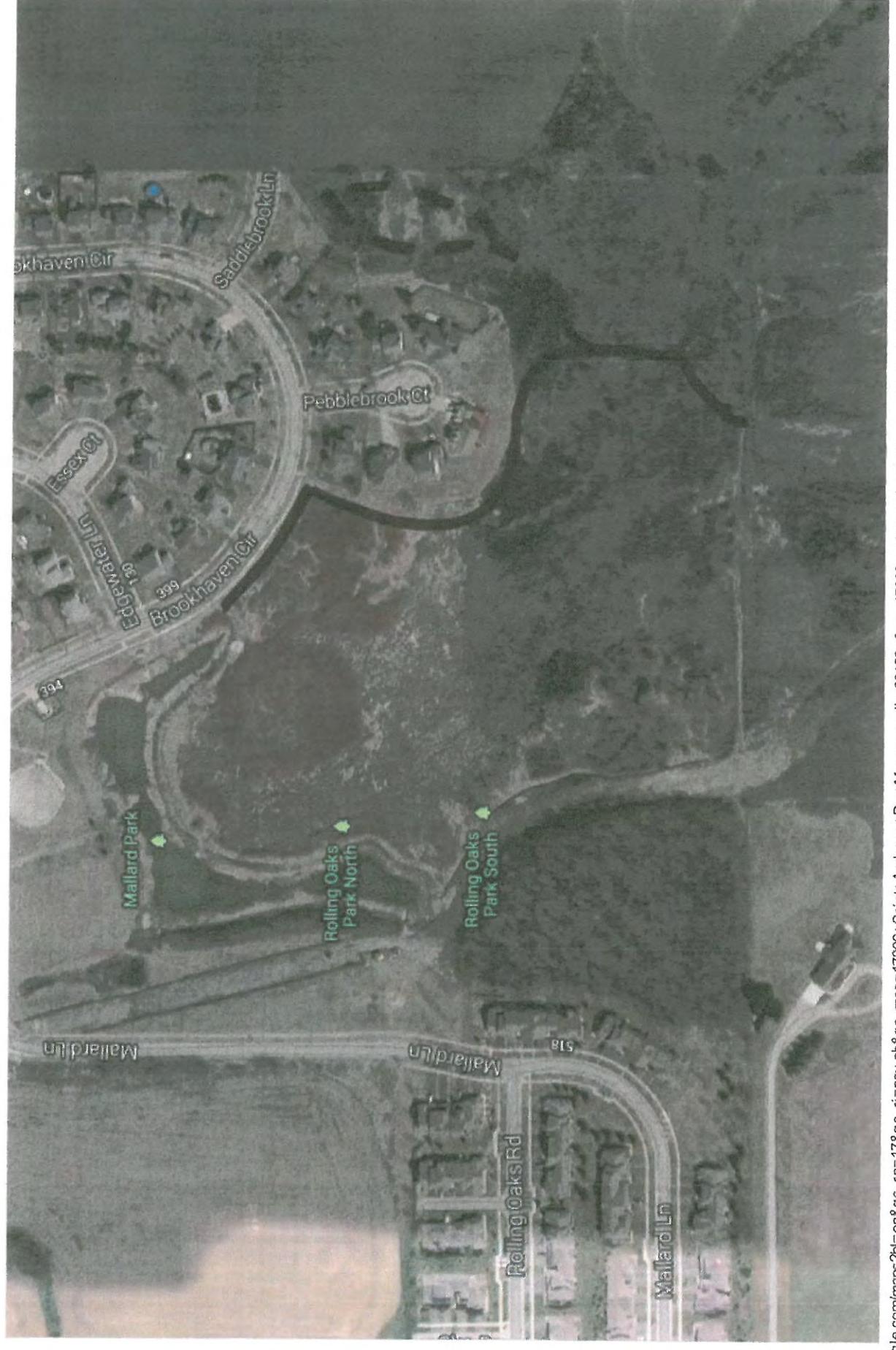
Date



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— = length ~1100 if

To see all the details that are visible on the screen, use the "Print" link next to the map.



**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS
GEOFF PAYTON, STREETS & PROPERTIES SUPERVISOR
SUBJECT: RESOLUTION: INSTALLATION OF A PATH IN MALLARD POINT FOR
MAINTENANCE
AGENDA: JULY 16, 2013 REGULAR BOARD MEETING
DATE: JULY 10, 2013

ISSUE

Should the Village Board approve a resolution for an Agreement with EnCap to install a Path in Mallard Point for maintenance.

DISCUSSION

At the December 18, 2012 Village Board Meeting, an agreement with EnCap, Inc. was approved for restoration of the wetland area as a part of the Mallard Point Drainage Project. Recently, the installation of a Path in Mallard Point for maintenance was discussed in conjunction with the restoration. Staff contacted EnCap, Inc. and a proposal for the installation of a path has been provided.

The proposal includes cutting of 2,410 linear feet of trail 4 times (1 time per month through October 2013), herbicide applications to existing vegetation along the trail 2 times and installation of no-mow fescue seed mix in the new path system area. No-mow fescue is a slow growing mix that typically reaches a height of about 6". Mowing is utilized to control weeds and keep the grass at a height that is more conducive to walking.

The total cost for establishing the new maintenance path system is \$10,545.00 and was not originally budgeted as part of the wetland restoration project. The initial and ongoing costs would be added to the annual SSA levy.

The proposal from EnCap and a map of the proposed path is attached.

COST

The estimated cost for the path installation is \$10,545.00 and is not budgeted for FY 2013-14. The costs will be charged to the SSA.

RECOMMENDATION

The Village Board approves Resolution **20130716PW1** with EnCap, Inc, 1709 Afton Road, Sycamore Illinois 60178 for the installation of a maintenance path system in Mallard Point area.



RESOLUTION NO. 20130716PW1

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH ENCAP, INC. FOR THE INSTALLATION OF A MAINTENANCE PATH IN MALLARD POINT

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 EnCap, Inc. For The Installation of a Maintenance Path in MALLARD POINT, 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 EnCap, Inc. and the Village of Sugar Grove For The Installation of a Maintenance Path in MALLARD POINT. 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 16th day of July, 2013.

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 Sean Herron	_____	_____	_____	_____
Trustee Mari Johnson	_____	_____	_____	_____
Trustee Rick Montalto	_____	_____	_____	_____
Trustee David Paluch	_____	_____	_____	_____

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: PATRICK J. ROLLINS, CHIEF OF POLICE
SUBJECT: DISCUSSION: POLICE ENFORCEMENT OF PARK DISTRICT REGULATIONS
AGENDA: JULY 16, 2013 BOARD MEETING
DATE: JULY 11, 2013

ISSUE

Should the Village enter into an Intergovernmental Agreement with the Sugar Grove Park District- adopting their ordinances allowing Sugar Grove Police Officers to enforce Park District regulations/violations on park district property.

DISCUSSION

The Sugar Grove Police Department on occasion receives public complaints about activity occurring on park district property. Officers respond to the park location and address the concern raised. However, at times it would be beneficial to have lawful authority to enforce Park District ordinances when compliance is not easily obtained from that person.

Typical prohibited activities from the Park District include dealing with hours of operation, alcohol, selling goods or services, and animal complaints, to name just a few.

Under the Sugar Grove Park District ordinance, section 8 already refers to "Village Police" it states, *"Each of the police officers of the Village of Sugar Grove are hereby authorized to enter upon the property owned, leased or controlled by the Park District for the purposes of enforcing the ordinances of the Park District, ordinances of the Village of Sugar Grove, laws of the State of Illinois and all laws and ordinances amendatory thereof."*

Creating an IGA with the Park District to enforce their regulations would better serve the Village when action taken by the officers on park district property where compliance could not be accomplished by verbal direction. Issuing a citation for the violation may be necessary if a person refuses the request of the officer.

The Sugar Grove Park District has requested that the Village enforce Park District regulations and supports the IGA. The Park District would remain responsible for their park property and enforcement of their regulations, but the Village Police would have

the authority to act. The Village Police Department would retain all independent authority and discretion over enforcement and would not be subject to the authority or direction of the Park District.

COST

Costs of this item are limited to legal services for drafting the IGA and estimated at less than \$500 which can be accommodated in the General Fund Police account #01-51-6301 Legal Services.

RECOMMENDATION

Staff recommends that the Village Board give direction to the Police Department to have an IGA prepared with the Sugar Grove Park District allowing the police department to enforce the ordinances already approved and any future amendments to the prohibited activities in the parks as deemed by the Park District.



SUGAR GROVE POLICE

Chief of Police- Patrick Rollins

OFFICE: 630-466-4526 FAX: 630-466-7996
10 Municipal Dr., Sugar Grove, IL 60554

MEMORANDUM

DATE: July 12, 2013
TO: Village President and Board of Trustees
FROM: Patrick J. Rollins, Chief of Police
REFERENCE: **July 16, 2013 Village Board Meeting – Presentation of Award to Officer Thoele**

At the Village Board Meeting, I would like to publicly present to Officer Thoele an award to bestow upon him for saving a life while he was on vacation in Missouri. Chief Moser wrote up a recommendation for Officer Thoele to receive a department award for preventing the drowning of a citizen. Officer Thoele actions placed him in danger as he was pushed under water three times during the rescue by the frantic person trying to use him to get above water to breathe.

I will read the event and actions taken by Officer Thoele that led to this award being presented at the Board Meeting.

July 16, 2013 Draft

Sugar Grove Sign Ordinance

11-14-1: PURPOSE

11-14-2: DEFINITIONS

11-14-3: SCOPE

11-14-4: EXCLUDED SIGNS

11-14-5: PROHIBITED SIGNS

11-14-6: EXISTING NONCONFORMING SIGNS

11-14-7: ALL PERMITTED SIGNS

11-14-8: PERMANENT RESIDENTIAL PERMITTED SIGNS

11-14-9: PERMANENT NON-RESIDENTIAL PERMITTED SIGNS

11-14-10: TEMPORARY FOR LAND DEVELOPMENT PERMITTED SIGNS

11-14-11: TEMPORARY FOR BUSINESS PERMITTED SIGNS

11-14-12: DESIGN, ENGINEERING, MAINTENANCE, COMPLIANCE

11-14-1: PURPOSE

This Chapter establishes the regulations for the installation, design, erection, construction, engineering, alteration, maintenance, repair, removal, relocation, and use of signs which are meant to be observed from the exterior, together with their appurtenant and auxiliary devices and supporting structures, within the village for the following purposes:

- A. To enhance the economy of the Village by promoting the reasonable, orderly and effective display of signage and advertising. Attractive, readable signs can improve the appearance of the Village by avoiding the “canceling out” effect of conflicting adjacent signs.
- B. To enhance the physical appearance of the Village. Signage which compliments the architecture, is in keeping with the scale of a building and the zoning district, and makes for an easily understandable streetscape, results in a more appealing community.
- C. To provide uniform regulations and orderly development of signage throughout the Village.
- D. To increase traffic safety by reducing distractions. With a reasonable level of signage confronting a motorist, one is better able to notice, consider and react to traffic-control devices in a timely and safe manner.
- E. To promote and protect the public health, safety, comfort, morals, convenience, and general welfare of the residents of the Village.
- F. To promote signage appropriate to the zoning district and to assure compatibility of signage with surrounding land uses.
- G. To recognize the critical nature of and encourage solutions for the special or unique signage needs and circumstances found within certain locations of the Village.
- H. The Community Development Director or his / her designee shall be responsible for determining compliance with this Chapter and approving any permit.

11-14-2: DEFINITIONS:

Unless otherwise expressly stated, the following words or terms shall, for the purposes of Title 11, Chapter 14, have the meanings indicated below:

ADVERTISING SIGN: Any sign for which the purpose is only advertising of a business, non-profit, service, development, real estate, project, accommodation, attraction, event, or other enterprise or activity that exists or is conducted, sold, offered, maintained, provided, or rendered OR signs which draw attention to or advertise an article or product manufactured, assembled, processed, repaired or sold.

ARTERIAL STREET: A street identified as “Existing Arterial” or “Proposed Arterial” in the Village of Sugar Grove Comprehensive Plan Transportation Plan Map.

AWNING OR CANOPY SIGN: Any hood, canopy or awning made of cloth, fabric, metal or other permanent construction materials projecting from the wall of a building supported solely by the building to which it is attached and which contains a sign.

BILLBOARD: A type of off-premises sign owned by a person, corporation or other entity that engages in the business of selling the advertising space on that sign.

BOX OR CABINET SIGN: A type of wall-mounted sign where lettering is placed on a box or cabinet unit consuming greater area than just the lettering alone consumes and that unit is attached to the wall.

BUSINESS ADVERTISING SIGN: A type of temporary sign used to advertise grand openings, temporary advertising, special events, etc. for a business in operation on the subject lot.

CHANNEL LETTER SIGN: A type of wall-mounted sign where individual letters are joined together by a raceway attached to the wall.

COLLECTOR STREET: A street identified as “Existing Collector” or “Proposed Collector” in the Village of Sugar Grove Comprehensive Plan Transportation Plan Map.

COMPREHENSIVE SIGN PLAN: A plan that shows all existing and proposed signage on a subdivision or lot.

DIRECTIONAL SIGN: Any sign for which the purpose is only providing directions, including traffic and emergency routing, identification of entrances and exits, and address or suite numbers.

ELECTRONIC MESSAGE CENTER (EMC) SIGN: A portion of a ground sign on which copy is changed electronically utilizing LED technology to do so.

EXCLUDED SIGN: Various signs listed in Title 11, Chapter 14, Section 4 that are generally excluded from requiring permits, inspections, and fees.

EXISTING NONCONFORMING SIGN: Signs which exist at the time of adoption of Title 11, Chapter 14 and are not in conformance with Title 11, Chapter 14.

FENCE-MOUNTED SIGN OR FENCE SIGN: Any sign mounted directly to a fence.

FREE-STANDING / SINGLE-TENANT BUILDING: A building which contains or is intended to contain only one user or tenant.

GASOLINE STATION FUEL PRICE SIGNS: A type of Electronic Message Center that is a portion of a ground sign indicating the price of up to three grades of gasoline.

GROUND-MOUNTED SIGN OR GROUND SIGN: Any sign mounted to the ground, whether it is a monument sign or a pole sign.

ILLUMINATED SIGN: Any sign which has characters, letters, figures, designs or outline illuminated by electric lights, luminous tubes or any other means of illumination, whether external or internal.

INDIVIDUAL LETTER SIGN: A type of wall-mounted sign where individual letters are not joined together by a raceway on the wall.

INFORMATIONAL SIGN: Any sign for which the purpose is only providing general information, including property regulation, names of owners or buildings, public notification, municipal information, memorials, holiday decorations, non-advertising flags, and menu boards.

LANDSCAPED AREA: A portion of a lot that is not covered by a specified use, building, structure, or paved area.

MAILBOX-MOUNTED SIGN OR MAILBOX SIGN: Any sign mounted directly to a mailbox.

MANUAL-CHANGEABLE MESSAGE CENTER (MMC) SIGN: A portion of a ground sign on which copy is changed manually in the field.

MENU BOARD: A type of ground sign that displays a restaurant menu.

MONUMENT SIGN: A type of ground sign where the sign is in full and continuous contact (from edge to edge) with the ground and is not a pole sign (or variant thereof).

MOUNTING HEIGHT: The top of the sign as measured from the grade.

MULTI-TENANT BUILDING: A building which contains or is intended to contain more than one tenant.

NIT: A unit of illuminative brightness equal to one candle per square meter, measured perpendicular to the rays of the source.

NON-PROFIT OR GOVERNMENTAL EVENT SIGN: A type of temporary sign used to advertise, provide directions, or provide information about a non-profit or government service, attraction, event, or other non-profit or government enterprise or activity.

NON-RESIDENTIAL SIGN: Any sign, whether excluded from permit or requiring permit that may be located in the non-residential districts (A-1, B-1, B-2, B-3, BP, OR-2, M-1, and I-1) of the Village of Sugar Grove.

OPAQUE: Impenetrable by light, not translucent, not transparent.

PAVED AREA: A portion of a lot that is not covered by a specified use, building, structure or landscaped area.

PERMANENT SIGN: Any sign permanently affixed to a building, structure, or the ground; a sign not designed to be moved from place to place.

PERMITTED SIGN: Various signs listed in Title 11, Chapter 14, Sections 7 through 11 that generally require a permit, inspection, and fee before they are erected, constructed, altered, removed, relocated, or used.

PLATTING UNIT: A development may be divided into multiple units or phases. This term refers to those units or phases.

POLE SIGN: A type of ground sign where the sign is in less than full and continuous contact (from edge to edge) with the ground and is not a monument sign. A pole sign may be single-pole, two-pole, etc.

POLITICAL SIGN: Signs announcing candidates seeking public office or expressing political issue positions.

PROHIBITED SIGN: Various signs listed in Title 11, Chapter 14, Section 5 that are generally not allowed in any form or placement by any means.

PROJECT CONSTRUCTION / CONTRACTOR / FINANCING ADVERTISING

SIGN: A type of temporary sign used to only advertise the company or companies' name/s (such as architect, engineer, contractor and / or financing institutions) and contact information within a subdivision or lot that has been approved, but where construction was completed less than five (5) days ago in a non-residential subdivision / lot or where 90% of occupancy permits have not yet been issued in a residential subdivision.

PROJECT DIRECTIONAL SIGN: A type of temporary sign used to display directional information and some advertising within a residential subdivision that has been approved, but where 90% of occupancy permits have not yet been issued.

PROJECT MODEL HOME INFORMATIONAL SIGN: A type of temporary sign used to display model home location information and some advertising within a residential subdivision that has been approved, but where 90% of occupancy permits have not yet been issued.

PROJECT SALES & MARKETING SIGN: A type of temporary sign used to advertise sale and marketing information within a residential subdivision that has been approved, but where 90% of occupancy permits have not yet been issued.

PROJECTING SIGN: Any sign which is mounted to a building such that the sign message is perpendicular to the wall it is mounted to and projects beyond the plane of the wall (excluding awning or canopy signs).

REAL ESTATE ADVERTISING SIGN: A type of temporary sign used only to advertise the land within a subdivision or a lot for sale, lease, or rent and with contact information.

RESIDENTIAL SIGN: Any sign, whether excluded from permit or requiring permit that may be located in the residential districts (E-1, R-1, R-2, and R-3) of the Village of Sugar Grove.

SIGN: Any display, device, notice, figure, painting, drawing, message, placard, poster, bulletin board, symbol, letter, word, numeral, emblem, trademark, flag, banner, pennant or other thing which is designed, intended or used to advertise or direct attention to, provide directions, or inform.

By this Chapter, all signs fall into one of the following divisions of each of the following classes of signs. Signs may be according to:

- a) Legal Type: excluded, prohibited, existing nonconforming, or permitted
- b) Permanence: permanent or temporary
- c) Zoning: non-residential, residential
- d) Mounting Location: ground-mounted, wall-mounted (including awning, canopy, and projecting), fence-mounted, or mailbox-mounted

- e) Sign Purpose: advertising, directional, informational, decorative, political, or non-profit / governmental event
- f) Illumination: illuminated or non-illuminated
- g) Other specific types of signs may be further defined in this Chapter, especially in the Excluded and Prohibited Sign sections.

A sign is a type of accessory structure.

Also, as used in this Chapter, “sign” may be used to refer to the sign face only or both the sign structure and sign face together.

SIGN FACE: In a sign, the area that includes the extreme limits of the lettering / writing, logo / emblem or other representation or display, together with any material framing or color forming an integral part of the background of the display or used to differentiate the sign from the sign structure, wall, or other backdrop against which it is placed, but not including any supporting framework or bracing that is clearly incidental to the display itself.

SIGN STRUCTURE: In a ground sign, the portion of the ground sign not including the sign face.

TEMPORARY SIGN: Any sign not permanently affixed to a building structure or the ground; a sign designed to be in place for a limited amount of time. Temporary signs primarily include, but are not limited to, signs attached to wood or metal frames designed to be self-supporting and movable; paper, plastic, cardboard, or canvas signs wrapped around supporting poles.

TENANT PANEL: A single panel or portion of a sign face which is used to advertise a single lot within a non-residential subdivision or which is used to advertise a single tenant within a multi-tenant building.

TIME AND TEMPERATURE SIGNS: A type of Electronic Message Center that is a portion of a ground sign indicating current time and temperature only.

WALL-MOUNTED SIGN OR WALL SIGN: Any sign mounted to, attached to, part of, or painted on the exterior wall of a building or structure, including canopies and awnings and projecting signs.

11-14-3: SCOPE

This Chapter regulates all signs and places them into four general categories: excluded signs (signs generally not requiring permits, inspections, and fees, but which still must meet various requirements), prohibited signs (signs not allowed in any form or placement by any means), existing non-conforming signs (any sign that exists lawfully at the time this Chapter is adopted that may be continued according to certain regulations), and permitted signs (signs requiring permits, inspections, and fees and which must meet various requirements).

- A. It shall be unlawful to install, design, erect, construct, engineer, alter, maintain, repair, remove, relocate, and use signs in the Village except as provided by this Chapter.
- B. In its interpretation and application, this Chapter shall be held to provide the requirements necessary for the promotion and protection of the public health, safety and general welfare.
- C. Where the regulations imposed by any provision of this Chapter are inconsistent with comparable provisions of any other ordinance, the more restrictive provisions shall control.
- D. Where any portion of this Chapter is inconsistent with the intent of the Highway Advertising Control Act of 1971 (the Act), and with customary usage there under, then that portion and only that portion of this Chapter shall be considered superseded, and only to the specific extent that the Act thus supersedes that portion of this Chapter.
- E. Where any portion of the Chapter is inconsistent with the Federal Highway Beautification Act of 1965, then that portion and only that portion of this Chapter shall be considered superseded, and only to the specific extent that said federal law supersedes that portion of this Chapter.
- F. This Chapter shall apply insofar as it is not contrary to the respective provisions of any applicable annexation agreement, now or hereafter authorized by law.
- G. If the applicant requests approval of signage at the same time as approval of a Special Use or Planned Unit Development under the Sugar Grove Zoning Ordinance, the signage shall be approved under the Special Use procedure of the said Sugar Grove Zoning Ordinance, but by using the standards of this Chapter, where applicable, for the evaluation and consideration of the signage. Signs approved as part of a Special Use or Planned Unit Development are not relieved from requiring a sign permit.

11-14-4: EXCLUDED SIGNS

The following signs are excluded from requiring permits, inspections, and fees unless exceptions are noted. The following signs do need to meet the General Requirements of Title 11, Chapter 14, Section 7-B and the requirements below:

A. Permanent, Wall or Fence or Ground-Mounted, Informational:

Property Regulating Signs: Signs regulating the use of a property, such as "no trespassing", "no hunting", "no fishing", "beware of dog", towing signs, etc., of no more than four (4) square feet in area and not located in the right-of-way.

Public Utility Company Signs: Signs indicating danger or which serve as an aid to public safety or which show the location of underground utilities of no more than four (4) square feet in area and may be located in the right-of-way.

B. Permanent, Wall or Mailbox-Mounted, Directional:

Address Numbers: Address numbers of the building are allowed and required to meet the requirements of Title 13, Chapter 1, Section 3. The numbers may be included on permanent, ground-mounted, advertising signs for non-residential lots without counting toward the allowable sign area calculation.

C. Permanent, Wall-Mounted, Informational:

Residential Nameplates: Signs displaying resident names. One (1) sign is allowed of no more than one (1) square foot in area.

Non-Residential Integral Signs: Signs denoting names of buildings, names of officers and officials and date of erection when cut into any masonry surface or when constructed of bronze or other incombustible materials. Two tablets are allowed of no more than four (4) square feet in area each.

Non-Residential Bulletin Boards: Bulletin boards for government or non-profit institutions. One (1) bulletin board is allowed of no more than twelve (12) square feet in area.

D. Permanent, Wall-Mounted, Advertising:

Residential Home Occupation: Advertising a home occupation business name only. One (1) sign is allowed of no more than one (1) square foot in area.

E. Permanent or Temporary, Ground-Mounted, Directional or Informational:

Public Traffic and Emergency Signs: Traffic signs, railroad crossing signs, danger signs, and temporary emergency signs of any size and number may

be, with the owner's permission, located in the right-of-way or on private property.

Village of Sugar Grove Signs: public hearing, community entrance, community center, or way-finding signs of any size may be, with the owner's permission, located in the right-of-way, except for public hearing signs which must be located according to Title 11, Chapter 13, Section 8-D.

F. Permanent, Ground-Mounted, Informational:

Memorial Signs: Gravestones, head markers, memorial statuary, plaques, or other remembrances of persons or events which are non-commercial in nature. These signs shall not be located in the right-of-way.

G. Temporary, Ground-Mounted, Advertising:

Residential or Non-Residential Real Estate Advertising Signs: only advertising the platted and recorded lot and/or building space for sale, lease, or rent and with contact information. These include builder signs and / or lot markers for single-family lots. One (1) sign is permitted, unless the lot abuts two or more public rights-of-way. In that case, up to two (2) signs are permitted. If two signs are utilized, they each must be placed along a separate right-of-way. Each sign shall not exceed four (4) square feet and must be located upon the lot being sold, leased, or rented. These signs shall be removed within five (5) days following the sale, lease, or rental of the property being advertised for sale, lease, or rent. These signs shall not be located in the right-of-way. If a sign is utilized under this Section, no additional Real Estate Advertising Sign can be permitted under Title 11, Chapter 14, Section 10.

H. Temporary, Wall or Fence or Ground-Mounted, Advertising:

Residential Garage or Patio Sale Signs: Temporary signs including, but not limited to, garage sale, patio sale, yard sale, porch sale, basement sale or any similarity thereto. One (1) sign is permitted, unless the lot abuts two or more public rights-of-way. In that case, up to two (2) signs are permitted. If two signs are utilized, they each must be placed along a separate right-of-way. Each sign shall not exceed four (4) square feet and must be located upon the lot where the sale is taking place. These signs shall be removed within twenty four (24) hours following the completion of the sale. These signs shall not be located in the right-of-way.

I. Temporary, Wall-Mounted, Advertising:

Non-Residential Window Signs: only advertising items for sale or rent on the windows of the business where the signs will be placed. Signs may not exceed 40% of an individual window and may not frame the window. These signs may be exposed neon. If they involve the use of electricity including prewired / cord with plug, they require an electrical permit.

J. Temporary, Wall or Fence or Ground-Mounted, Decorative:

Residential Holiday Decorations: Decorations customarily and commonly associated with a national, local, religious, or secular holiday, celebration, or anniversary provided that such decorations shall not be displayed for more than ninety (90) consecutive days.

K. Temporary, Wall or Fence or Ground-Mounted, Political:

Residential or Non-Residential Political Signs: Temporary signs for political purposes. There is no limit to the number of signs on each zoning lot, however a maximum of sixteen (16) square feet of sign on each residential zoning lot and a maximum of thirty-two (32) square feet of sign on each non-residential zoning lot shall apply. These signs shall not be located in the right-of-way or sight triangle.

L. Temporary, Ground-Mounted, Non-Profit / Governmental Event:

Residential or Non-Residential Non-Profit or Governmental Event Signs: Temporary signs for non-profit organizations or government agencies advertising temporary events. One (1) sign is permitted per lot, unless the lot abuts two or more public rights-of-way. In that case, up to two (2) signs are permitted. If two signs are utilized, they each must be placed along a separate right-of-way. Each sign shall not exceed sixteen (16) square feet on a residential zoning lot or thirty-two (32) square feet on a non-residential zoning lot. With the written permission of the property owner, these signs may be located off-site of the non-profit organization location. These signs shall not be displayed for more than fifteen (15) consecutive days in any three-month time period. These signs shall not be located in the right-of-way.

M. Any sign one (1) square foot or less, up to 5 per lot, non-residential lots only.

11-14-5: PROHIBITED SIGNS

The following signs are not allowed in any form or placement by any means unless exceptions are noted:

- A. Right-of-way Signs (signs located on the ground in the right-of-way or mounted on an object that is located on the ground in the right-of-way, except as allowed for certain excluded signs, see Title 11, Chapter 14, Section 4).
- B. Off-premises signs (signs, including billboards, that draw attention to or advertise a business, non-profit, service, development, real estate, project, accommodation, attraction, event, or other enterprise or activity that exists or is conducted, sold, offered, maintained, provided, or rendered elsewhere other than the lot on which the sign is located OR signs which draw attention to or advertise an article or product not manufactured, assembled, processed, repaired or sold upon the lot which the sign is located OR signs providing directions to a lot other than the one on which they are located OR signs providing information for a lot other than the one on which they are located are not allowed unless specified in Title 11, Chapter 14, Section 4).
- C. Roof-mounted Signs (signs mounted upon or above a roof or parapet).
- D. Pole Signs (ground signs utilizing exposed poles for their support, except as for non-residential directional signs, as outlined in Title 11, Chapter 14, Section 9-B).
- E. Accessory Structure-mounted Signs (signs mounted on Accessory Structures, except for gasoline station canopy signs, as outlined in Title 11, Chapter 14, Section 9-A3).
- F. Moving or Rotating Signs (signs, sign structures and / or sign faces that physically move or rotate, except barber poles).
- G. Painted Signs (signs which are painted directly onto any exterior wall of any building or other structure).
- H. Exposed / Reflective Lighting Signs (bare, unshielded light, including neon, incandescent, and LED bulbs, lamps, or tubes on the exterior of a sign or structure. Shop window signs are not included in this prohibition (see Title 11, Chapter 14, Section 4-I).
- I. Nuisance Signs (signs which emit an audible sound or visible matter).
- J. Hologram Signs (signs utilizing hologram technology).

- K. Electronic or Flashing Signs (signs which exhibit changing natural or artificial light or color effects by any means whatsoever, whether stationary or animated, whether direct or indirect, except for electronic message center (EMC) signs, as outlined in Title 11, Chapter 14, Section 9-A-3).
- L. Strobe Lights.
- M. Search Lights.
- N. Banners, Balloons, Streamers, Spinners, Posters, Cold Air Inflatable Devices, and A-frame (sidewalk or sandwich board) Signs are not allowed unless permitted as part of a Temporary Sign permit as outlined in Title 11, Chapter 14, Section 11.
- O. Portable Signs (signs which are intended to be moved from site to site; these are typically trailer-mounted and utilize a manual-changeable message center or readerboard).
- P. Vehicle / Trailer Signs (when the vehicle / trailer is parked so as to be visible from a public right-of-way where the apparent purpose is to advertise or direct people to a business located on the same or nearby property and where the vehicle / trailer has been parked in the same place for more than 48 hours).
- Q. Objectionable Signs (signs which contain characters, cartoons, statements, works or pictures of an obscene, indecent, prurient, or immoral character or are untruthful).
- R. Confusing Signs (signs which interfere with, obstruct the view of, or may be confused with traffic and emergency signs or emergency and construction vehicle signs / lights by way of their position, shape, color, content, size, manner of illumination, etc.).
- S. Hazardous Signs (signs which constitute a hazard to public health or safety, including, but not limited to signs which obstruct ingress / egress from any fire escape, door, window, ventilation, etc.)
- T. Obsolete Signs (signs which were in place to serve a business, non-profit, service, development, real estate, project, accommodation, attraction, event, or other enterprise or activity, etc. no longer in operation or signs which were in place to advertise products, provide directions, or provide information for something that no longer is available, accurate, and / or useful. In the case of wall signs, these must be removed within 45 days of the cessation of operations. In the case of ground signs, these must be either removed entirely (sign face and sign structure) or removed and replaced by a blank tenant panel (sign face only) within 45 days of the cessation of operations. A permit is required for removal or removal and replacement. If this

requirement is not complied with, the Community Development Director or his / her designee may remove or cause to be removed such sign at the expense of the owner or lessee thereof).

- U. Manual-changeable message centers (MMC) or readerboards.
- V. Any sign not listed as Excluded in Title 11, Chapter 14, Section 4 or Permitted in Title 11, Chapter 14, Sections 7 through 11 is Prohibited.

11-14-6: EXISTING NONCONFORMING SIGNS

Any existing, nonconforming sign that exists lawfully at the time this Chapter is adopted may be continued according to Title 11, Chapter 5, Section 2, except that:

- A. Existing permanent, ground-mounted or wall-mounted, non-residential advertising signs that do not meet the requirements of this Chapter at the time of adoption of this ordinance are hereby allowed three (3) years to discontinue use of the nonconforming sign. These sign owners may apply for a sign permit for a new sign meeting the requirements of this Chapter.
- B. With adoption of this Ordinance, the Community Development Director or his / her designee will take a photo of all permanent, ground-mounted or wall-mounted, non-residential advertising signs in the Village and mark their location. For any signs that appear to not meet the provisions of this Ordinance, the Community Development Director or his / her designee will send a letter to the owner informing the owner that they will need to be altered, removed, or relocated within the three (3) year timeframe.

11-14-7: ALL PERMITTED SIGNS

Permitted Signs are permitted subject to the requirements below:

- A. Sign Permit: A sign permit application (including sign plan) is required to be submitted and approved before the installation, design, erection, construction, engineering, alteration, major repair, removal, relocation, or use of all signs in this Section. It shall be the responsibility and duty of the owner or lessee of the premises upon which such sign is to be located, or the sign owner, if different there from, to secure a proper sign permit. In the case of new developments or complete redevelopments, a comprehensive sign plan shall be submitted. In the case of signage modifications to existing developments, information on existing signs may be required to be submitted. Also, an electrical permit application is required to be submitted for signs involving illumination, whether external or internal. Signs are considered accessory structures or appurtenances and shall comply with all applicable provisions of the Village of Sugar Grove Building Code.
- B. General Requirements: These requirements apply to all permitted signs and excluded signs where applicable:
- 1) Ground signs shall be setback from all property lines a minimum of one foot (1') for every one foot (1') in height and in the case of side and rear lot lines no closer than ten feet (10').
 - 2) Ground signs shall be setback from all drive aisles that access a public street a minimum of one foot (1') for every one foot (1') in height.
 - 3) Ground signs shall not be placed in the sight triangle as defined in Title 11, Chapter 4, Section 11.
 - 4) Ground signs shall be setback a minimum of ten (10') from electric power poles.
 - 5) Ground signs shall not be located within the paved area of a parking lot and must be located in a landscaped area.
 - 6) Ground signs shall not exceed their respective maximum allowed height plus five (5) feet when measured from the crown of the roads adjacent to the property on which the sign is placed.
 - 7) Ground sign lettering shall be at least three inches (3") in height, except along arterial and collector roads it shall be at least six inches (6") in height, except for tenant panel lettering which in all cases shall be at least three inches (3") in height.

- 8) With respect to two (2) sided, multisided, or three-dimensional signs, the sign surface area shall be computed by including the total of all sides designed to attract attention or communicate information that can be seen at any one time by a person from one vantage point. Without otherwise limiting the generality of the foregoing:
 - a. The sign surface area of a double faced, back to back sign shall be calculated by using the area of only one side of such sign, so long as the distance between the backs of such signs does not exceed three feet (3'). If the various sides are unequal, then the largest is counted for area calculation purposes. Also, both sides of the sign must display the same content.
 - b. The sign surface area of a double faced sign constructed in the form of a "V" shall be calculated by using the area of only one side of such sign (the larger side if there is a size difference), so long as the angle of the "V" does not exceed thirty degrees (30°) and at no point does the distance between the backs of such sides exceed five feet (5').
- 9) The area of a sign face shall be computed by including the entire area within a single, continuous, rectilinear perimeter of not more than eight (8) straight lines, or a circle or an ellipse.
- 10) Wall sign permitted area calculations are based on each side of a building facing a lot line, unless the walls facing a side are more than 15 feet apart, then the walls are each counted separately for calculation purposes.
- 11) Wall sign permitted area is limited to a maximum of one (1) square foot for every one (1) foot in width of the building side, with a maximum of two hundred (200) square feet.
- 12) Wall signs for tenants of multi-tenant buildings must be placed on the portion of the wall in which the tenant occupies and the allowable area for these signs is limited to one (1) square foot for every one (1) foot in width of the tenant space, with a maximum of two hundred (200) square feet for the building side. Also, the wall sign may not be mounted within one (1) foot of the tenant space division line. The wall sign shall generally be centered on the tenant space. If the tenant is not adjacent to an exterior wall, the tenant is not allowed to have wall-mounted advertising signage.
- 13) Wall signs shall not project beyond the property line of the property in question.

- 14) Wall signs shall not extend beyond the wall of the building more than eighteen inches (18"), except for awning or canopy and projecting signs (see Title 11, Chapter 14, Section 9-E).
- 15) Wall signs shall be mounted so that the center of the wall sign does not exceed the actual proposed or constructed building height, except that no portion of the sign shall exceed the height of the wall to which it is attached. Building height is as defined by Title 11, Chapter 3, Section 2.
- 16) Flagpoles shall be setback a minimum of ten feet (10') from all property lines and may be placed in any yard.
- 17) All Temporary signs shall not be illuminated.
- 18) Excluded signs do not count toward wall sign allowable area calculations.

11-14-8: PERMANENT RESIDENTIAL PERMITTED SIGNS

Specific Permitted Signs and Specific Requirements:

A. Permanent, Ground-Mounted, Advertising:

There are two types permitted:

- 1) Residential, Single-family subdivision ten (10) or more acres in size: Monument signs only advertising the subdivision name and must include the lettering “of Sugar Grove” at a height of three (3) inches in the official Village of Sugar Grove font and subject to the maximum height, width, and area for the structure and face specified in Title 11, Chapter 14, Section 8-D. When signs and monuments are located at both sides of a street, directly across from one another, they are considered to count as only one sign. One (1) sign is permitted for a 10-50 acre subdivision. Two (2) signs are permitted for a 51-99 acre subdivision. One (1) additional sign is permitted for each additional 100 acres over the first 99 acres. These signs are not permitted for subdivisions under 10 acres. All single-family platting units within one development are considered to be one subdivision for these purposes. These signs may not be internally illuminated.
- 2) Residential, Multi-family subdivision three (3) or more acres in size: Monument signs only advertising the subdivision name and must include the lettering “of Sugar Grove” at a height of three (3) inches in the official Village of Sugar Grove font and subject to the maximum height, width, and area for the structure and face specified in Title 11, Chapter 14, Section 8-D. One (1) sign is permitted. These types of signs are not permitted for subdivisions under 3 acres. All multi-family platting units with similar housing type within one development are considered to be one subdivision for these purposes. These signs may not be internally illuminated.

B. Permanent, Ground-Mounted, Directional:

Residential: For lots with multiple multi-family buildings, monument signs only that state directions within the lot such as “entrance” or “exit” or list address / suite numbers for directional purposes and subject to the maximum height, width, and area for the structure and face specified in Title 11, Chapter 14, Section 8-D. One (1) is allowed per building. These signs may not be illuminated.

C. Permanent, Wall or Ground-Mounted, Informational:

Residential Flags: Up to five (5) total United States, State of Illinois, County, and Municipal Flags, Non-Profit or Cause Flags, or Sports Flags none of which are the same are permitted per lot, subject to the maximum flagpole height and maximum height, width, and area for the flag specified in Title 11, Chapter 14, Section 8-D.

D.

Residential	Sign Structure / Flagpole			Sign Face / Flag		
	Max Height	Max Width	Max Area	Max Height	Max Width	Max Area
Advertising						
Single-family Subdivision (10 or more acres)	8 feet	10 feet	64 sf	5 feet	10 feet	40 sf
Multi-family Subdivision (3 or more acres)	6 feet	8 feet	40 sf	4 feet	8 feet	24 sf
Directional						
Multi-family Buildings	3 feet	3 feet	9 sf	3 feet	3 feet	9 sf
Informational						
Residential Flags (wall-mounted)	6 feet	N/A	N/A	4 feet	6 feet	24 sf
Residential Flags (ground-mounted)	20 feet	N/A	N/A	4 feet	6 feet	24 sf

11-14-9: PERMANENT NON-RESIDENTIAL PERMITTED SIGNS

Specific Permitted Signs and Specific Requirements:

A. Permanent, Ground-Mounted, Advertising:

There are two primary types and one secondary type permitted:

- 1) Non-Residential, Subdivision ten (10) or more acres in size: Monument signs only advertising the subdivision name and must include the lettering “of Sugar Grove” at a height of three (3) inches in the official Village of Sugar Grove font at the top of the sign with up to five (5) tenant panels for five (5) individual lots within that subdivision and subject to the maximum height, width, and area for the structure and face specified in Title 11, Chapter 14, Section 9-G. Tenant panels are counted as part of the allowable sign face area. Tenant panels may include building name if the lot includes a multi-tenant building or up to two of the following if the lot includes a freestanding / single-tenant building: business name, logo, type of business. Only one business may be listed per panel. All panels on a sign shall utilize the same style and be either flush, cut-out push-through, or raised no more than six inches (6”). One (1) sign is permitted, unless the site abuts two (2) or more public rights-of-way. In that case, up to two (2) signs are permitted. If two signs are utilized, they each must be placed along a separate right-of-way. All non-residential platting units within one development are considered to be one subdivision for these purposes.
- 2) Non-Residential Lot: There are three sub-types permitted:
 - a. Lot with multiple buildings: Monument signs only advertising the subdivision name and subject to the maximum height, width, and area for the structure and face specified in Title 11, Chapter 14, Section 9-G. One (1) sign is permitted, unless the lot abuts two or more public rights-of-way. In that case, up to two (2) signs are permitted. If two (2) signs are utilized, they each must be placed along a separate right-of-way.
 - b. Lot with multi-tenant building: Monument signs only advertising the building name at the top of the sign with up to four (4) tenant panels for four (4) individual tenants within that building and subject to the maximum height, width, and area for the structure and face specified in Title 11, Chapter 14, Section 9-G. Tenant panels are counted as part of the allowable sign face area. Tenant panels may include up to two of the following: business name, logo, type of business. Only one business may be listed per panel. All panels on a sign shall utilize the same style and be either flush, cut-out push-through, or raised no more than six inches (6”). One (1) sign is permitted, unless the site abuts two or more public rights-of-way. In that case, up to two (2) signs

are permitted. If two (2) signs are utilized, they each must be placed along a separate right-of-way.

- c. Lot with freestanding / single-tenant building: Monument signs only advertising up to two of the following: business name, logo, type of business and subject to the maximum height, width, and area for the structure and face specified in Title 11, Chapter 14, Section 9-G. One (1) sign is permitted, unless the site abuts two or more public rights-of-way. In that case, up to two (2) signs are permitted. If two (2) signs are utilized, they each must be placed along a separate right-of-way.
- 3) Non-Residential Lots with freestanding / single-tenant buildings only are also allowed one of the following on one sign:
- a. Electronic message center (EMC) signs utilizing LED technology are permitted subject to the following standards:
 - i. Display Area. No more than forty (40%) percent of the allowable sign face shall be dedicated to the EMC, up to a maximum of twenty (20) square feet of EMC area.
 - ii. Design. The EMC area must be integral to the design of the sign and shall not be the dominant element. The EMC portion of the sign face shall not be the uppermost element. It shall be located in the bottom one half (1/2) of the sign face.
 - iii. Display Duration. The EMC message shall remain fixed for a minimum of five (5) seconds before changing its appearance.
 - iv. Brightness and Color. The EMC must not display light of such intensity or brilliance to cause glare or otherwise impair the vision of the driver, or result in a nuisance to the driver. Any one of the following colors are permitted for electronic display with a black background or field and the EMC light intensity shall not exceed the following luminous intensity levels (measured in Nits):

Color	Sunrise-Sunset	Sunset-Sunrise
Red only	3,150	1,125
Green only	6,300	2,250
Amber only	4,690	1,675

The installed EMC shall not physically be able to produce Nit levels higher than the sunrise-sunset maximum listed above. A written certification from the EMC manufacturer that the light intensity has been pre-set by the factory not to exceed the sunrise-sunset maximum listed above and

is secured with password-protected software or other method deemed appropriate by the Village to ensure there can be no tampering of the light levels by the end-user shall be submitted. A photoelectric sensor shall be installed on the sign structure and set to register the ambient light produced at sunset on any given day. This ambient light level shall determine the cutoff between the two maximum luminous intensity levels. Upon installation of the EMC, a Community Development Department staff person or consultant shall confirm compliance with the light intensity levels.

- v. Effects. The EMC message shall not grow, melt, x-ray, scroll, write on, travel, inverse, roll, twinkle, snow, rotate, flash, blink, move, spin, wave, or rumble or present pictorials or other animation. The message shall be limited to alphanumeric characters.
- vi. Malfunction. The EMC shall be programmed to automatically turn off or be turned off within twenty four (24) hours of a malfunction.
- vii. Setbacks from Residential Areas. The sign must be setback a minimum distance of two hundred (200) feet from any abutting properties planned, zoned, or used for residential use.
- viii. Time and temperature signs shall be considered a type of EMC and meet the same standards.
- ix. Gasoline station fuel price signs shall be considered a type of EMC and meet the same standards.

B. Permanent, Ground-Mounted, Directional:

Non-Residential: Monument or two-pole signs only that state directions within the lot such as “entrance” or “exit” or list address / suite numbers and the respective business name for directional purposes and subject to the maximum height, width, and area for the structure and face specified in Title 11, Chapter 14, Section 9-G. Three (3) signs are allowed per lot, with the exception of lots with multiple buildings which are allowed one (1) per building. Advertising matter is not allowed on these signs. These signs may not be illuminated. These are permitted in addition to those permitted by Title 11, Chapter 14, Section 9-F.

C. Permanent, Ground-Mounted, Informational:

Non-Residential Menu Boards: Two (2) menu boards are permitted for drive-thru restaurants, subject to the maximum height, width, and area for the structure and face specified in Title 11, Chapter 14, Section 9-G.

D. Permanent, Wall or Ground-Mounted, Informational or Advertising:

Non-Residential Flags: Up to five (5) total United States, State of Illinois, County, and Municipal Flags, Non-Profit or Cause Flags, or Business Flags none of which are the same are permitted per lot, subject to the maximum flagpole height and maximum height, width, and area for the flag specified in Title 11, Chapter 14, Section 9-G.

E. Permanent, Wall-Mounted, Advertising:

Non-Residential: The following types of wall signs are permitted: individual letter or channel letter signs (no box or cabinet signs except for logos only), awnings or canopies, and projecting signs. Only one of these three types of signs are permitted on any one building. These wall signs are limited to up to two (2) sides of the building, both of which must face a public right-of-way. These wall signs may advertise up to two of the following: business name, logo, type of business. There is no limit on the number of wall signs. There is a limit on total area as specified by Title 11, Chapter 14, Section 7-B. These wall signs are further limited as follows:

1) Awnings or canopies:

- a. Shall not project more than four (4) feet out from the wall surface on which it is mounted.
- b. Shall be placed at least nine (9) feet above the grade below.
- c. Shall not be internally illuminated.
- d. Shall be opaque.
- e. The entire canopy is counted towards the allowable wall sign area calculation.
- f. The business name, logo, and / or type of business information shall not exceed 20% of the awning or canopy area (as measured by the vertical height of the awning or canopy).
- g. Shall be placed such that the majority of the awning or canopy is above windows and doors.

2) Projecting signs:

- a. Shall not project less than eighteen (18) inches nor more than three (3) feet out from the wall surface on which it is mounted.
- b. Shall be placed a least nine (9) feet above the grade below.
- c. Shall not be internally illuminated.
- d. Shall be constructed of wood.
- e. Shall be limited to nine (9) square feet.

In addition, gasoline station canopies are permitted to have signage mounted to the side of the top of the canopy. These accessory structure-mounted signs are counted with the principal structure for wall area calculation purposes. These wall signs must be individual letter or channel letter signs (no box or cabinet signs except for logos only). These wall signs are limited

to up to two (2) sides of a canopy facing public rights-of-way. These wall signs may either advertise the business name or the logo. There is a limit of two (2) signs. Each gasoline station pump is also permitted one (1) sign at a maximum of four (4) square feet. Like other ground-mounted signs, these signs may be double-faced and still count as one (1) sign. These signs do not count towards the wall area calculation and they may either advertise the business name or the logo and may include a video screen.

F. Permanent, Wall-Mounted, Directional:

Non-Residential: Signs that state directions within the lot such as “entrance” or “exit” or list suite numbers and the respective business name for directional purposes and subject to the maximum height, width, and area for the structure and face specified in Title 11, Chapter 14, Section 9-G. Three (3) signs are allowed per lot, with the exception of lots with multiple buildings which are allowed one (1) per building. Advertising matter is not allowed on these signs. These signs may not be illuminated. These are permitted in addition to those permitted by Title 11, Chapter 14, Section 9-B and 9-E.

G.

Non-Residential	Sign Structure / Flagpole			Sign Face / Flag		
	Max Height	Max Width	Max Area	Max Height	Max Width	Max Area
Advertising						
Subdivision (10 or more acres)	16 feet	12 feet	170 sf	10 feet	12 feet	100 sf
Lot: Multiple Buildings	10 feet	12 feet	100 sf	5 feet	12 feet	50 sf
Lot: One Multi-tenant Building	10 feet	12 feet	100 sf	5 feet	12 feet	50 sf
Lot: One Single-tenant Building	10 feet	12 feet	100 sf	5 feet	12 feet	50 sf
Directional						
Ground-mounted	3 feet	3 feet	9 sf	3 feet	3 feet	9 sf
Wall-mounted	3 feet	3 feet	9 sf	3 feet	3 feet	9 sf
Informational / Advertising						
Menu Boards	8 feet	6 feet	48 sf	6 feet	6 feet	36 sf
Non-Residential Flags (wall-mounted)	8 feet	N/A	N/A	5 feet	8 feet	40 sf
Non-Residential Flags (ground-mounted)	25 feet	N/A	N/A	5 feet	8 feet	40 sf

11-14-10: TEMPORARY FOR LAND DEVELOPMENT PERMITTED SIGNS

A. Temporary, Ground-Mounted, Advertising:

There are eleven types permitted:

- 1) Non-Residential or Residential, Real Estate Advertising Signs for parcels or subdivisions or lots 10 or more acres in size: only advertising the land for sale, lease, or rent and with contact information. If a building exists on the site, this type of sign may not be utilized. Instead, a sign from Title 11, Chapter 14, Section 10-B-1 may be utilized. One (1) sign is permitted, unless the site abuts two (2) or more public rights-of-way. In that case, up to two (2) signs are permitted. If two signs are utilized, they each must be placed along a separate right-of-way. These signs may not exceed 64 square feet. They also may not exceed 8 feet in height and 8 feet in width. Maximum mounting height is 12 feet. These signs shall be removed within five (5) days following the sale, lease, or rental of the property being advertised for sale, lease, or rent. If a sign is permitted under this paragraph, no additional Real Estate Advertising Sign can be permitted under Title 11, Chapter 14, Section 3-G.
- 2) Non-Residential, Real Estate Advertising Signs for parcels or subdivisions or lots under 10 acres in size: only advertising the land for sale, lease, or rent and with contact information. If a building exists on the site, this type of sign may not be utilized. Instead, a sign from Title 11, Chapter 14, Section 10-B-1 may be utilized. One (1) sign is permitted, unless the site abuts two (2) or more public rights-of-way. In that case, up to two (2) signs are permitted. If two signs are utilized, they each must be placed along a separate right-of-way. These signs may not exceed 32 square feet. They also may not exceed 4 feet in height and 8 feet in width. Maximum mounting height is 8 feet. These signs shall be removed within five (5) days following the sale, lease, or rental of the property being advertised for sale, lease, or rent. If a sign is permitted under this paragraph, no additional Real Estate Advertising Sign can be permitted under Title 11, Chapter 14, Section 3-G.
- 3) Non-Residential, Project Construction / Contractor / Financing Advertising Signs for subdivisions 10 acres or more in size: only advertising the company or companies' name/s and contact information for the project under construction on that subdivision. One (1) sign is permitted, unless the site abuts two (2) or more public rights-of-way. In that case, up to two (2) signs are permitted. If two signs are utilized, they each must be placed along a separate right-of-way. These signs may not exceed 64 square feet. They also may not exceed 8 feet in height and 8 feet in width. Maximum mounting height is 12 feet. These signs shall be removed within five (5) days after

completion of the project. All non-residential platting units within one development are considered to be one subdivision for these purposes.

- 4) Non-Residential, Project Construction / Contractor / Financing Advertising Signs for subdivisions under 10 acres in size or individual platted and recorded lots: only advertising the company or companies' name/s and contact information for the project under construction on that subdivision or lot. One (1) sign is permitted, unless the site abuts two (2) or more public rights-of-way. In that case, up to two (2) signs are permitted. If two signs are utilized, they each must be placed along a separate right-of-way. These signs may not exceed 32 square feet. They also may not exceed 4 feet in height and 8 feet in width. Maximum mounting height is 8 feet. These signs shall be removed within five (5) days after completion of the project. All non-residential platting units within one development are considered to be one subdivision for these purposes.
- 5) Residential, Real Estate Advertising Signs for parcels or subdivisions or lots 5-10 acres in size: only advertising the land for sale, lease, or rent and with contact information. One (1) sign is permitted, unless the site abuts two (2) or more public rights-of-way. In that case, up to two (2) signs are permitted. If two signs are utilized, they each must be placed along a separate right-of-way. These signs may not exceed 32 square feet. They also may not exceed 4 feet in height and 8 feet in width. Maximum mounting height is 8 feet. These signs shall be removed within five (5) days following the sale, lease, or rental of the property being advertised for sale, lease, or rent. If a sign is permitted under this Section, no additional sign can be permitted under Title 11, Chapter 14, Section 3-G.
- 6) Residential, Project Construction / Contractor / Financing Advertising Signs for subdivisions over 100 acres in size: only advertising the company or companies' name/s and contact information for the project under construction on that subdivision. One (1) sign is permitted, unless the site abuts two (2) or more public rights-of-way. In that case, up to two (2) signs are permitted. If two signs are utilized, they each must be placed along a separate right-of-way. These signs may not exceed 100 square feet. They also may not exceed 10 feet in height and 10 feet in width. Maximum mounting height is 14 feet. These signs shall be removed once 90% of the occupancy permits have been issued. All residential platting units within one development are considered to be one subdivision for these purposes.
- 7) Residential, Project Construction / Contractor / Financing Advertising Signs for subdivisions 10-100 acres in size: only advertising the company or companies' name/s and contact information for the project under construction on that subdivision. One (1) sign is permitted, unless the site abuts two (2) or more public rights-of-way. In that case, up to two (2) signs are permitted. If two signs are utilized, they each must be placed along a separate right-of-way. These signs may not

exceed 64 square feet. They also may not exceed 8 feet in height and 8 feet in width. Maximum mounting height is 12 feet. These signs shall be removed once 90% of the occupancy permits have been issued. All residential platting units within one development are considered to be one subdivision for these purposes.

- 8) Residential, Project Construction / Contractor / Financing Advertising Signs for subdivisions under 10 acres in size: only advertising the company or companies' name/s and contact information for the project under construction on that subdivision. One (1) sign is permitted, unless the site abuts two (2) or more public rights-of-way. In that case, up to two (2) signs are permitted. If two signs are utilized, they each must be placed along a separate right-of-way. These signs may not exceed 32 square feet. They also may not exceed 4 feet in height and 8 feet in width. Maximum mounting height is 8 feet. These signs shall be removed once 90% of the occupancy permits have been issued. All residential platting units within one development are considered to be one subdivision for these purposes.
- 9) Residential, Project Sales & Marketing Advertising Signs for subdivisions: only displaying sale and marketing information for the project under construction on that subdivision. One (1) sign is permitted per 100 acres of subdivision area and each must be spaced 600 feet from any other such sign. These signs may not exceed 32 square feet. They also may not exceed 4 feet in height and 8 feet in width. Maximum mounting height is 8 feet. They may not be located along the subdivision's external boundaries or arterial or collector streets. These signs shall be removed once 90% of the occupancy permits have been issued. All residential platting units within one development are considered to be one subdivision for these purposes.
- 10) Residential, Project Directional Signs for subdivisions: providing directions (some advertising is permitted) within the project under construction on that subdivision. One (1) sign is permitted per 100 acres of subdivision area and each must be spaced 600 feet from any other such sign. These signs may not exceed 16 square feet. They also may not exceed 4 feet in height and 4 feet in width. Maximum mounting height is 8 feet. They may not be located along the subdivision's external boundaries or arterial or collector streets. These signs shall be removed once 90% of the occupancy permits have been issued. All residential platting units within one development are considered to be one subdivision for these purposes.
- 11) Residential, Project Model Home Informational Signs for subdivisions: providing identification of the model home/s location (some advertising is permitted) within the project under construction on that subdivision. One (1) sign is permitted for each model home lot. These signs may not exceed 12 square feet. They also may not exceed 4 feet in height and 3 feet in width. Maximum mounting height is 4 feet. These signs shall be removed once 90% of the occupancy permits have been

issued or that home ceases to be used as model, whichever comes first.

B. Temporary, Wall-Mounted, Advertising:

There is one type permitted:

- 1) Non-Residential, Real Estate Advertising Signs for lots: only advertising the building space for sale, lease, or rent and with contact information. If a building exists on the site, this is the only type of Real Estate Advertising Sign that may be utilized. One (1) sign is permitted, unless the site abuts two (2) or more public rights-of-way. In that case, up to two (2) signs are permitted. If two signs are utilized, they each must be placed along a separate side of the building fronting a public right-of-way. These signs may not exceed 32 square feet. They also may not exceed 4 feet in height and 8 feet in width. Maximum mounting height is 8 feet. These signs shall be removed within five (5) days following the sale, lease, or rental of the property being advertised for sale, lease, or rent. If a sign is permitted under this paragraph, no additional Real Estate Advertising Sign can be permitted under Title 11, Chapter 14, Section 3-G.

11-14-11: TEMPORARY FOR BUSINESS PERMITTED SIGNS

A. Temporary, Ground- or Wall-Mounted, Advertising:

There is one type permitted:

- 1) Non-Residential, Business Advertising Signs: only advertising a business in operation on the lot. These may be for grand openings, temporary advertising, special events, etc., but must be located on site.
 - a. Up to four (4) signs are permitted (as long as they are erected simultaneously and advertise the same event) that total no more than 32 square feet each and no more than 100 square feet total.
 - b. They may not exceed 10 feet in height and 10 feet in width. Maximum mounting height is 14 feet.
 - c. Permitted signs include banners, posters, and A-frame (sidewalk or sandwich board) signs constructed of a durable material. Balloons, streamers, spinners, pennants, cold air inflatable devices, and flags are not permitted.
 - d. Internal illumination is prohibited.
 - e. These signs are limited to a forty-five (45) day maximum exposure period per calendar year, which may be split into increments, with a separate permit to accompany each increment (e.g. zoning lot 101 may apply for three separate 15 day periods, nine separate 5 day periods, one 45 day period, etc.); provided however that all such signs may not be erected prior to 12:01 AM on the first date of the permit and must be removed by 11:59 PM on the date of the expiration of the permit.
 - f. In the case of single zoning lots with multiple tenants, all of the above provisions apply except that each tenant shall be limited to forty-five (45) days and one (1) sign.
 - g. Up to four (4) signs shall only be required to pay one fee for each increment of time applied for. Permit fees shall not be reduced or prorated due to the applicant's choice to select a permit for a shorter period of time than they are otherwise entitled.
 - h. Mobile vendors (Title 3, Chapter 8) or vendors permitted as a temporary use (Title 11, Chapter 4, Section 8) may have one (1) temporary advertising sign with permission from the property owner of the host lot and a permit from the Village.

11-14-12: DESIGN, ENGINEERING, MAINTENANCE, COMPLIANCE:

This Chapter includes Design Standards, Engineering Requirements, and Maintenance and Repair Requirements and apply as specified below.

- A. Design Standards: The items listed below shall be met with all permitted permanent signage.
1. Sign design and layout shall be carefully integrated with site and building design to create a unified appearance for the total property.
 2. Signs shall be designed to be compatible with the building design in terms of relative scale, overall size, and quantity.
 3. Permanent ground sign structure materials and color shall match the building's materials and color.
 4. All permanent advertising and directional signs on a lot shall utilize uniform scale, materials, and colors.
 5. Signs on lots with older buildings are encouraged to use a typeface from the period the building was built or renovated.
 6. All sign typefaces shall be chosen for their simplicity and clarity.
 7. Channel letter sign raceways shall be painted to match the wall color. Returns and trimcaps shall either match the wall color or be of a dark color. All returns and trimcaps on a building shall match each other.
 8. Ground sign structure and sign face design shall express high quality construction.
 9. Ground signs shall be located near the center of the lot frontage when possible.
 10. Ground signs shall be placed generally with the sign face perpendicular to the lot frontage, rather than parallel to the lot frontage.
 11. Ground sign faces or individual panels on ground signs with multiple allowed panels shall each be limited to no more than three colors.
 12. Ground sign faces shall have an opaque background, at least as dark as the background surface. Ground sign face lettering may be translucent.
 13. For signs that are permitted to be illuminated, either externally or internally, they shall be illuminated only by steady, stationary, shielded or shaded light sources directed solely at the sign, or internal to it so that

the light intensity or brightness does not create either a nuisance to adjacent property or a traffic hazard for motorists and pedestrians. More specifically, externally illuminated signs shall produce no more than 10.0 foot candles of illumination when measured at night five (5) feet perpendicular from the sign.

- B. Engineering: The items listed below are to be met with all permitted permanent signage.
1. All applicable building code requirements must be met, including structural materials, wind load, and safety requirements.
 2. All signs shall be designed and constructed to withstand a wind pressure of thirty (30) pounds per square foot and shall be constructed to receive dead loads as required in the Village of Sugar Grove Building Code.
 3. All glass that is part of a sign shall be safety glass.
- C. Maintenance / Repair: All signage shall be maintained in a clean, safe, neat and orderly condition and in good working order, including all illumination sources at all times. Signs shall be erected and maintained in compliance with all applicable Village of Sugar Grove Building Code requirements. No permit is required for general maintenance and minor repairs, however a permit is required for major repairs.
- D. Compliance: If any sign shall become unlawfully installed, designed, erected, constructed, engineered, altered, maintained, repaired, relocated, or used in violation of any of the ordinances of the village (except obsolete signs which have their own separate provision), the owner thereof, or the person or firm maintaining the same, shall, upon written notice of the Community Development Director or his / her designee, within not more than ten (10) days, make such sign conform to the ordinances of the Village or shall remove it. If after ten (10) days the order is not complied with, the Community Development Director or his / her designee may remove or cause to be removed such sign at the expense of the owner or lessee thereof.

The following sections are not part of the Sign Ordinance and are parts of other sections of the Zoning Ordinance and one section from the Subdivision Ordinance. These sections discuss signage and therefore are being amended (partially or completely deleted) with the amendment to the Sign Ordinance.

Other sections of the Village Code to be partially or completely deleted:

11-7-2: E-1, ESTATE RESIDENTIAL DISTRICT

11-7-3: R-1, LOW DENSITY RESIDENTIAL DISTRICT

11-7-4: R-2, SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT

11-9A-2: (OR-2, OFFICE RESEARCH DISTRICT) PURPOSE AND PROVISIONS

11-12-3: OFF STREET PARKING REGULATIONS AND REQUIREMENTS

11-12-6: OFF STREET LOADING REGULATIONS AND REQUIREMENTS

12-6-10: (SUBDIVISION REGULATIONS) REQUIRED IMPROVEMENTS

11-7-2: E-1, ESTATE RESIDENTIAL DISTRICT:

This entire section is not printed here. The following portions (part of B. 1. and all of G.) would be deleted:

“B. Permitted Uses

1. Residential:

Signs as permitted in this title” would be deleted as a permitted use, as a sign is a type of accessory structure and is covered by the recently amended Section 11-4-7 Accessory Uses, Structures, and Buildings.

“G. Permitted Obstructions” would be deleted entirely as this Section was intended to be removed with the recent update to Section 11-4-7, where these are covered.

11-7-3: R-1, LOW DENSITY RESIDENTIAL DISTRICT:

This entire section is not printed here. The following portions (part of B. 1. and all of G.) would be deleted:

“B. Permitted Uses

1. Residential:

Signs as permitted in this title” would be deleted as a permitted use, as a sign is a type of accessory structure and is covered by the recently amended Section 11-4-7 Accessory Uses, Structures, and Buildings.

“G. Permitted Obstructions” would be deleted entirely as this Section was intended to be removed with the recent update to Section 11-4-7, where these are covered.

11-7-4: R-2, SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT:

This entire section is not printed here. The following portions (part of B. 1. and all of G.) would be deleted:

“B. Permitted Uses

1. Residential:

Signs as permitted in this title” would be deleted as a permitted use, as a sign is a type of accessory structure and is covered by the recently amended Section 11-4-7 Accessory Uses, Structures, and Buildings.

“G. Permitted Obstructions” would be deleted entirely as this Section was intended to be removed with the recent update to Section 11-4-7, where these are covered.

11-9A-2: (OR-2, OFFICE RESEARCH DISTRICT) PURPOSE AND PROVISIONS:

This entire section is not printed here. The following portion (H.) would be deleted in its entirety as all of these requirements are adequately addressed in the Sign Ordinance.

H. Signs: Nonflashing but illuminated business signs with no moving parts (provided that time and/or temperature signs which change lights within a panel of stationary lights shall not be construed to be flashing or to have moving parts), awnings and marquees are permitted subject to regulations set forth elsewhere in the ordinances of the village and the following:

1. Where a sign is illuminated by light reflected upon it, direct rays of light shall not beam upon any part of any existing residential buildings, nor into a residence district, nor into a street. A sign in direct line of vision of a traffic signal shall not be in red, green or amber illumination.

2. The gross surface area in square feet of all signs on a lot or building shall not exceed two (2) times the number of linear feet of the building frontage; and each side of a building which abuts upon a street shall be considered as a separate frontage; and the gross area of all signs located on a side of a lot or building abutting a street shall not exceed the number of linear feet of such building frontage.

3. One ground sign shall also be permitted for each building on a lot, except that on a corner or through lot, a sign may be erected along each street frontage. A ground sign may not exceed eight feet (8') in height. A ground sign shall not be closer than ten feet (10') from a side or rear lot line; fifteen feet (15') from a front lot line; or three feet (3') from a driveway or parkway area.

4. A sign affixed to a building shall not project higher than the building height.

5. Time and/or temperature signs, in accordance with the following:

a. Construction: Time and/or temperature signs shall be constructed of incombustible material, including the frames, braces, and supports thereof.

(1) Regulation Of Size: Such time and/or temperature signs shall not be more than 9.6 square feet in area.

(2) Requirements On Glass: Any glass forming a part of a clock of the sign thereon shall be safety glass, or plate glass at least one-fourth inch ($\frac{1}{4}$ ") thick, or an approved plastic securely held in place.

(3) Cover Or Service Opening To Be Secured: Any cover or service opening of a time and/or temperature sign shall be securely fastened thereto by metal hinges.

(4) Time Sign: A time sign shall be permitted to change no more frequently than thirty (30) second intervals.

(5) Temperature Sign: A temperature sign shall not change except when the temperature changes one degree (1°).

(6) Time And Temperature Sign Combination: If the same surface area is provided for both time and temperature, the frequency of change shall be not more frequently than two (2) second intervals. If separate space is provided on the sign surface area for time and temperature, subsections H5a(1) and H5a(5) of this section shall apply.

b. Exterior Of Building: All time and/or temperature signs erected on the exterior of any building shall comply with the requirement set forth in provisions of wall signs.

c. Advertising: No advertising shall be placed upon a time and/or temperature sign other than the name of the owner or a reference to the business, industry, or pursuit conducted within the premises to which the time and/or temperature sign is attached.

11-12-3: OFF STREET PARKING REGULATIONS AND REQUIREMENTS:

[This entire section is not printed here. The following portion \(b.\) would be deleted as this would now be covered by Section 11-14-4-E or Section 11-14-9-B:](#)

"H. Design:

5. Access Control And Signage:

b. Accessory, or directional signs may be double sided, but shall be limited to four (4) square feet of sign area per sign face. Signs shall not be greater than four feet (4') in height. The village engineer may, however, approve exceptions to these requirements if additional height and area is necessary to include essential informational copy."

11-12-6: OFF STREET LOADING REGULATIONS AND REQUIREMENTS:

This entire section is not printed here. The following portion (3.) would be deleted as this would now be covered by Section 11-14-4-E:

“F. Design:

3. Accessory Signs: Accessory signs for loading facilities shall be subject to review and approval by the village engineer.”

12-6-10: (SUBDIVISION REGULATIONS, REQUIRED IMPROVEMENTS) LANDSCAPING:

Most of this section of the Subdivision Ordinance has to do with residential subdivision signage, not landscaping. All of the sign requirements are adequately addressed in the Sign Ordinance. The parkway landscape requirement in Letter A references an incorrect location for parkway landscape requirements. This entire section will be deleted in its entirety.

A. Parkway Landscaping: All parkway landscaping shall be in accordance with [chapter 11](#) of this title.

B. Entryway Landscaping: Permanent landscape entryway features shall be permitted at subdivision entrances, but not within right of way or roadway easements, provided the following criteria are met:

1. A landscaping plan shall be submitted showing sign dimensions, landscaped area with species names and distance from right of way. Provisions for maintenance of the entryways shall be described.
2. Sign display areas shall be placed upon fencing, masonry, timbers or other approved material.
3. Only one single faced sign with a maximum display area of thirty two (32) square feet and a maximum height of five feet (5') above grade shall be permitted on each approved corner.
4. No entrance sign shall be erected which identifies the subdivision by any name other than the name displayed on the final plat.
5. A building permit shall be obtained prior to placing of an entryway sign. (Ord. 604, 9-8-1994)

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: RICH YOUNG, COMMUNITY DEVELOPMENT DIRECTOR
MIKE FERENCAK, VILLAGE PLANNER
SUBJECT: DISCUSSION: ZONING (SIGN) ORDINANCE TEXT
AMENDMENT TO AMEND SECTIONS 11-7-2, 11-7-3, 11-7-4,
11-9A-2, 11-12-3, 11-12-6, 11-14 AND 12-6-10
AGENDA: JULY 16, 2013 COMMITTEE OF THE WHOLE MEETING
DATE: JULY 12, 2013

ISSUE

Review and discussion of the Comprehensive Sign Ordinance Amendment.

DISCUSSION

The Committee of the Whole last reviewed the text of this amendment at the November 3, 2009 meeting. The Committee was in support of the amendment, but it was not in final draft form. Some sections were not complete and the staff and Plan Commission were still generating comments. One significant change needed was a reformatting of the layout of the amendment suggested by the Village Attorney. Due to other priorities the amendment was not reformatted at that time.

In March of this year the amendment was reformatted. Other important improvements were made to the amendment including adjustments to other sections of the Village Code that discuss signage. The draft was reviewed by the Plan Commission at a public hearing at the April 17, 2013 meeting. There was no comment from the public. The Plan Commission recommended approval of the amendment 5-0 with a few minor corrections needed. Staff has made these corrections and final adjustments to definitions and text.

The proposed Sign Ordinance is not directly comparable to the existing Sign Ordinance as the format and chapters have been reconfigured. Staff believes it has been formatted in a much more logical fashion that will be easier and more efficient to utilize on a day-to-day basis (both for staff and the public).

As there is a lot of material to cover in this Ordinance, staff would suggest reviewing the material over several meetings. Staff suggests reviewing Section 1, the definition of a Sign as listed in Section 2 Definitions, and Section 3 at the first meeting. A review of these will provide the basis for understanding all the details in the following Sections. At the second meeting, staff suggests reviewing Sections 4 to 5, and Sections 7 to 11. These are the main regulations in the Ordinance. Finally, at a third meeting, staff suggests reviewing the remaining sections: Section 6, and Section 12. Section 2 should be reviewed throughout all meetings.

The content of the proposed Sign Ordinance is a combination of relevant parts of the current Sign Ordinance, standards from other municipalities, and views from staff, the Plan Commission, and the Village Board. A number of different materials were referenced including sign plans, the Route 47 Corridor Manual, news articles, planners' resources, conference materials, pictures of signs both in and outside the Village, and other research.

In addition to the Sign Ordinance itself, CD staff intends to create a separate sign permit application which will include all submittal requirements and a description of the submittal, review, and approval process.

Attachments:

1. Draft Sign Ordinance (dated July 16, 2013)

COST

The only cost to date was publication of the public hearings and Village Attorney time.

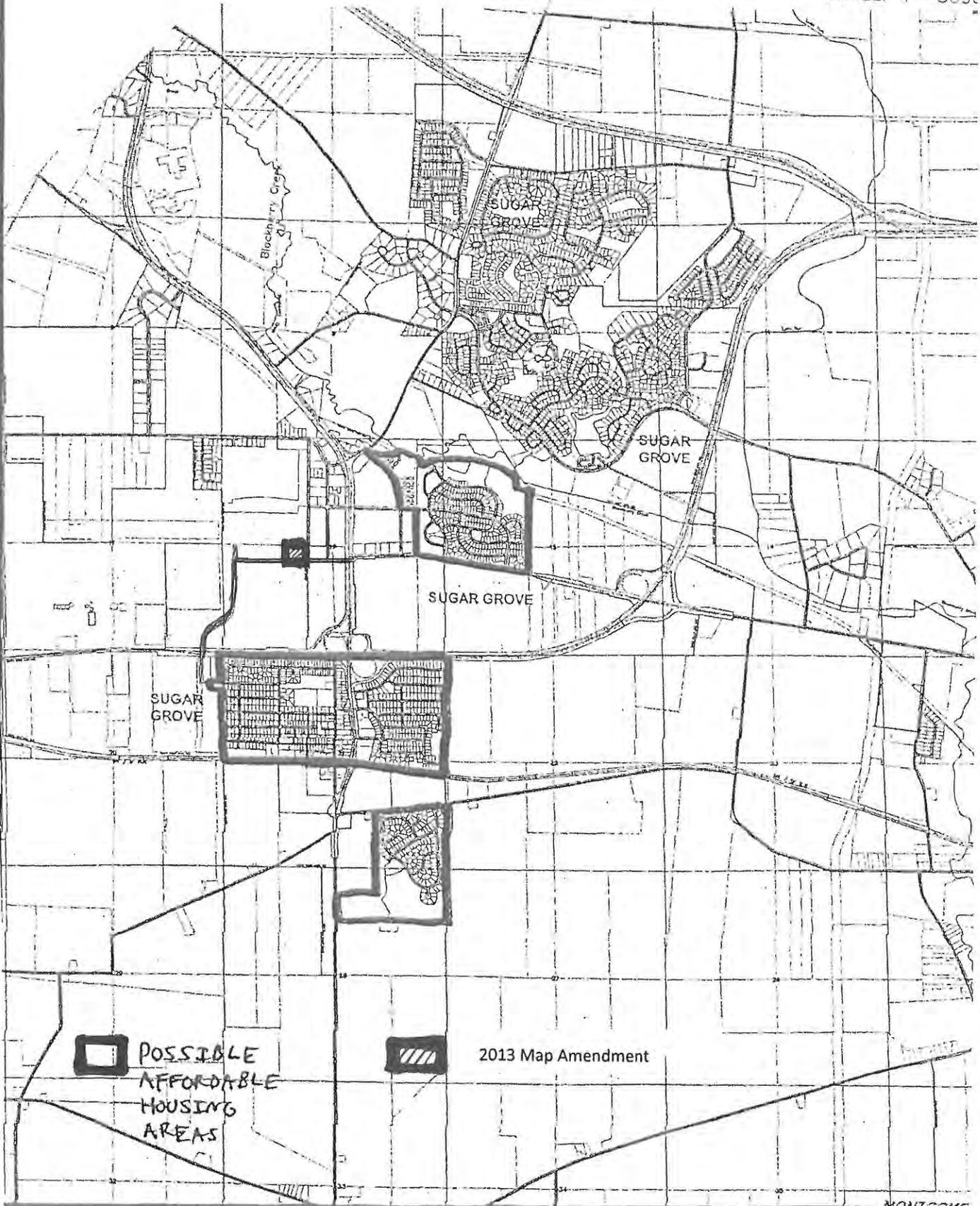
RECOMMENDATION

That the Committee review the Comprehensive Sign Ordinance Update over three meetings and provide any feedback prior to scheduling for approval at a regular Board meeting.

Exhibit A

Village of Sugar Grove Affordable Housing Plan, 2005 Amended 2013

SCALE: 1"=3000'



**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: RICHARD YOUNG, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: RESOLUTION: AFFORDABLE HOUSING PLAN AMENDMENT
AGENDA: JULY 16, 2013 REGULAR VILLAGE BOARD MEETING
DATE: JULY 12, 2013

ISSUE

Should the Village amend the Affordable Housing Plan in order to add additional properties suited for affordable senior apartments.

DISCUSSION

The Committee of the Whole discussed the proposed map amendment to the Affordable Housing Plan which would add a portion of the area west of Division Drive and north of Galena Boulevard for senior apartments at their meeting on July 2, 2013. The Committee was in general agreement with the proposed amendment.

The Illinois Housing Development Authority (IHDA) has responded to PIRHL and The North West Housing Partnership's (NWHP) request for tax credit financing for the proposed Sugar Grove Senior Living Community planned for the location west of IL Rt. 47, and north of Galena Boulevard. One of the items that IHDA noted was that the project does not meet the requirements of the Sugar Grove Affordable Housing Plan ("the Plan") because the proposed project location is outside of the areas designated for affordable housing as shown on Exhibit A of the Plan. IHDA has stated that Exhibit A of the Plan would need to be amended to include the proposed project site as an approved affordable housing area.

ATTACHMENTS

- Resolution Amending the Affordable Housing Plan
- Affordable Housing Plan Exhibit A

COST

The cost of the Village Attorney review of this item is estimated at less than \$100 and will be charged to account number 01-55-6301.

RECOMMENDATION

That the Board approve Resolution 20130716B Amending the Sugar Grove Affordable Housing Plan.



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

RESOLUTION NO. 20130716B

**A Resolution Amending
The 2005 Revised Affordable Housing Plan for the
Village of Sugar Grove, Kane County, Illinois**

Adopted by the
Board of Trustees and President
of the Village of Sugar Grove
this 16th day of July 2013

Published in Pamphlet Form
by authority of the Board of Trustees
of the Village of Sugar Grove, Kane County,
Illinois, this 16th day of July 2013.

RESOLUTION NO. 20130716B

**A RESOLUTION ADOPTING THE AMENDED AFFORDABLE HOUSING PLAN FOR
THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS**

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 corporate authorities of the Village of Sugar Grove have an adopted Affordable Housing Plan for the Village: and,

WHEREAS, the Corporate Authorities of the Village of Sugar Grove find that the areas within the Village designated for possible affordable housing should be expanded as identified on **Exhibit A** (attached).

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: ADOPTION OF THE AMENDED AFFORDABLE HOUSING PLAN

That the 2013 Map Amendment (Exhibit A) of the Affordable Housing Plan is hereby approved.

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 16th day of July, 2013.

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

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

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



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 than \$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 26, 27, 28"/>	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: Jean Lindsay	
Address: P.O. Box 225 Sugar Grove, IL 60554	Day time phone: (630) 750-3715 Evening phone: (630) 750-3715 Fax Number: (630) 264-9651 E-mail: j.lindsay@lindsay-se.com 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 is attached.
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.

Name of Private Security Company: U.S. Security Associates, Inc.
Address/Zip Code: 18425 W. Creek Drive, Suite A, Tinley Park, IL 60477
Phone Number: Office (708) 444-1700
Number of Private Security Personnel Hired per shift: 2 per shift from July 23rd to July 29th 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
Location of alcohol serving area (attach site map): (if applicable) West of Pavilion
Describe procedure for carding minor (if applicable): Members of the Sugar Grove Corn Boil and Volunteers trained by certified provider. Certificates of completion available upon request.
Describe a Disaster Plan that addresses emergencies specific to your event: Plan developed through coordination of SGFD, SGPD, and Corn Boil NFP
Describe procedure for preventing over-consumption of alcohol (if applicable): Sugar Grove Fire Fighters Association and the American Legion will be selling and serving the alcohol and will provide procedures.
Comments: Sugar Grove Corn Boil Wristband Committee will provide the Age Carding and sale of wristbands for the purpose being able to purchase alcohol from the SGFFA and the American Legion.

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:

Signature of Police Chief

Date

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

7/10/13

Date

Signed and sworn to before me on this 10th day of July, 2013

Marcy A. Mazzocchi



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.