

<p>Village President P. Sean Michels</p> <p>Village Clerk Cynthia Galbreath</p> <p>Village Administrator Brent M. Eichelberger</p>	 <p>SUGAR GROVE 10 S. Municipal Drive Sugar Grove, Illinois 60554 Phone: 630-466-4507 Fax: 630-466-4521</p>	<p>Village Trustees</p> <p>Robert Bohler Kevin Geary Sean Herron Mari Johnson Rick Montalto David Paluch</p>
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**May 06, 2014
Board Meeting
6:00 P.M.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Hearing:
 - a. None
5. Appointments and Presentations
 - a. GFOA Certificate for Excellence in Financial Reporting
6. Public Comment on Items Scheduled for Action
7. Consent Agenda
 - a. Approval: Minutes of the April 15, 2014 Meeting
 - b. Approval: Vouchers
 - c. Proclamation: Public Works Week
 - d. Proclamation: National Police Week & Peace Officer's Memorial Day
 - e. Resolution: Amending the ILEAS Agreement, *STAR
 - f. Approval: Authorizing a Plat of Vacation – Ace Hardware
 - g. Resolution: Authorizing a Settlement Agreement – Water Meter Warranty, *STAR
8. General Business
 - a. Ordinance: Authorizing a Temporary Use Extension – American Heartland Bank Sign
 - b. Approval: Tasting Permit Approval for Village Liquor
 - c. Resolution: Amending the Number of Liquor Licenses
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>	 <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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May 06, 2014
Committee of the Whole Meeting
6:30 P.M.

1. Call to Order
2. Roll Call
3. Public Comments
4. Discussion: Preliminary & Final Plat Approval – PIRHL Senior Apartment Project
5. Closed Session: Land Acquisition, Personnel, Litigation
6. Adjournment

**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: MAY 6, 2014 REGULAR AGENDA
DATE: MAY 2, 2014

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 Grove the Certificate of Achievement in Excellence for Financial Reporting. This is the 13th year that the Village has received this esteemed recognition. This year the GFOA has begun awarding medallions to be placed on the plaque that was received in 2013.

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.

April 15, 2014
Village of Sugar Grove
Regular Board Meeting
6:00 PM

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

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

Quorum Established.

Also Present:

Administrator Eichelberger, Chief Rollins, Clerk Galbreath, Public Works Director Speciale, Attorney Andersson, Finance Director Chamberlin, Community Development Director Magdziarz, and Attorney Andersson.

PUBLIC HEARINGS

None.

APPOINTMENTS AND PRESENTATIONS

Water Rate Committee Members

President Michels asked that the Board ratify the appointment of Lisa Lund, Deanna Lanham, Mari Johnson, Sean Michels, Pat Chamberlin and Anthony Speciale as the Sugar Grove Representatives on the Water Rate Committee. Trustee Bohler **moved to ratify the appointment**. Trustee Montalto seconded the motion. President Michels called for a voice vote, all members in attendance voted Aye. **Motion Carried**

PUBLIC COMMENTS ON ITEMS SCHEDULED FOR ACTION

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

CONSENT AGENDA

- a. Approval: ~~Minutes of the April 1, 2014 Meeting~~
- b. Approval: Vouchers
- c. Proclamation: Arbor Day
- d. Proclamation: Building Safety Week
- e. Proclamation: Public Service Week
- f. Proclamation: Work Zone and Roadway Safety
- g. Proclamation: Motorcycle Awareness
- h. Resolution: Setting the Number and Classes of Liquor Licenses
- i. Approval: 2014-15 Liquor Licenses
- j. Ordinance: Amending Section 12-3-1, Fees
- k. Resolution: Amending Fees – Zoning, Subdivision, Building Permit
- l. Resolution: Amending Refuse Fees
- m. Ordinance: ~~Adopting the 2014-15 Budget~~

Trustee Johnson **moved to approve the Consent Agenda with the exception of items a and m**. Trustee Herron seconded the motion. President Michels then called for a roll call vote.

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

Motion Carried.

Approval Minutes of the April 1, 2014 Meeting

Trustee Johnson **moved to approve the Minutes of the April 1 2014 meeting amending the roll call vote to reflect that President Michels was absent.** Trustee Bohler seconded the motion. Hearing no questions President Michels called for a roll call vote.

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

Motion Carried.

Ordinance Adopting the 2014-15 Budget

Trustee Bohler **moved to adopt an Ordinance Adopting the 2014-15 Budget.** Trustee Johnson seconded the motion. President Michels thanked the staff for presenting a balanced budget and for always striving to work within budget. Hearing no questions President Michels called for a roll call vote.

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

Motion Carried.

GENERAL BUSINESS

Discussion of Proposed Ordinance Age Restricted Zoning District

Although this item was originally placed on the agenda for approval President Michels stated that due to a staff request to allow for additional amendments to be made this item would be up for discussion only this evening.

Resolution Authorizing Application for Grant Funds

Trustee Johnson moved to approve a Resolution Authorizing an Application for Grant Funds. Trustee Montalto seconded the motion. It was explained that the Village is hopeful to receive the funds to install fiber optic. The School District, Township, Park District and Library are supportive and willing to work with the Village on this project. President Michels then called for a roll call vote.

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

Motion Carried.

NEW BUSINESS

None

REPORTS

President Michels reminded the Board and public present that a ground breaking for Ace Hardware would be held on April 21st. He further thanked the Police Department for helping the Village to obtain the status of one of the safest communities.

Trustee Paluch gave a Cornboil report, Trustee Montalto and Johnson a Chamber Golf outing update. Trustee Bohler reminded everyone to sign up for the state of the Village sponsored by the EDC, Chamber Village.

President Michels stated he had met with Orleans Homes and they discussed grading problem in the Prairie Glen subdivision and possible remedies.

PUBLIC COMMENTS

Mrs. Renee Dee addressed the Board and presented her plan to have a performing arts building/business center in the Village.

AIRPORT REPORT

None.

ADJOURNMENT

Meeting was adjourned.

Respectfully submitted, Cynthia L Galbreath, Clerk

**April 15, 2014
Village of Sugar Grove
Committee of the Whole Meeting
6:30 PM**

President Michels opened the meeting.

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

Quorum Established.

Also Present:

Administrator Eichelberger, Chief Rollins, Clerk Galbreath, Public Works Director Speciale, Attorney Andersson, Finance Director Chamberlin, Community Development Director Magdziarz, and Attorney Andersson.

Public Comments

None.

Discussion Water Meter Warranty Settlement Agreement

In late 2012, the Village and Severn-Trent began negotiations to settle a warranty claim stemming from Severn-Trent smart meters installed between 2004 and 2006 because the meter batteries are faulty and are failing sooner than anticipated. Severn-Trent has closed all of its meter business and has an interest in resolving all warranty issues sooner than later. At the current time, the Village is in a one to one replacement agreement with Severn-Trent.

After several rounds of negotiations, the Village and Severn-Trent have reached a mutual agreement for a cash buyout of the remaining meters under warranty..

In addition, the Village has the opportunity to purchase additional 250 Elster meters at a discount for \$75 each from Severn-Trent. If the Village chooses to purchase the extra meters, the cash value of the settlement would be reduced by the amount of the purchase. That would leave the settlement value at \$64,750.

Staff recommends accepting the settlement offer from Severn-Trent for \$64,750 and taking advantage of the offer to purchase additional meters at \$75 each. The Board discussed the offer and found it fair. This item will be placed on the next agenda for approval

Closed Session

Trustee Herron **moved to adjourn to closed session as per the exceptions to the open meeting act to discuss Land Acquisition and not take action, adjourning there from.** Trustee Johnson seconded the motion. President Michels then called for a roll call vote.

AYE:	Herron	NAY:	None	ABSTAIN:	GEARY
	Paluch				
	Montalto				
	Johnson				
	Bohler				

Motion Carried.

Adjournment

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT MICHELS & BOARD OF TRUSTEES
FROM: FINANCE DEPARTMENT
SUBJECT: APPROVAL OF VOUCHERS
AGENDA: MAY 6, 2014 BOARD MEETING
DATE: MAY 2, 2014

ISSUE

Approval of Vouchers

DISCUSSION

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

COST

Vouchers total \$277,830.47 and manual checks total \$21,750.05

RECOMMENDATION

Approval of vouchers totalling \$277,830.47 and ratification of manual checks totaling \$21,750.05.

DATE: 05/02/2014
 TIME: 08:26:59
 ID: AP444000.WOW

VILLAGE OF SUGAR GROVE
 DETAIL BOARD REPORT

MANUAL CHECKS ISSUED 04/16/2014 THRU 05/02/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	CHECK #	CHECK DATE	ITEM AMT

A0104	ACE HARDWARE						
353494/3	03/24/14	01	S&P/BOLTS	01536617	045731	04/24/14	69.90
						INVOICE TOTAL:	69.90
						VENDOR TOTAL:	69.90
A8037	AIRGAS NORTH CENTRAL						
9917769939	03/31/14	01	W&S/CHEMICALS	50656607	045732	04/24/14	24.15
						INVOICE TOTAL:	24.15
						VENDOR TOTAL:	24.15
B0202	BP						
592757	04/06/14	01	POL/ACCT:5902008993GAS3/6-4/5	01516601	045746	04/24/14	3,141.11
						INVOICE TOTAL:	3,141.11
						VENDOR TOTAL:	3,141.11
C0034	CALL ONE						
101086620000-0414	04/15/14	01	ADM/3/15-4/14 CALL ONE	01506502	045733	04/24/14	56.05
		02	POL/3/15-4/14 CALL ONE	01516502			213.52
		03	S&P/3/15-4/14 CALL ONE	01536502			31.54
		04	BM/3/15-4/14 CALL ONE	01546502			94.73
		05	CD/3/15-4/14 CALL ONE	01556502			110.12
		06	FIN/3/15-4/14 CALL ONE	01566502			56.05
		07	W&S/3/15-4/14 CALL ONE	50506502			84.48
		08	PW/3/15-4/14 CALL ONE	50596502			202.52
		09	S&P/3/15-4/14 CALL ONE	01536502			113.23
		10	PW/3/15-4/14 CALL ONE	50596502			113.22
						INVOICE TOTAL:	1,075.46
						VENDOR TOTAL:	1,075.46
C0384	COMPUTER NETWORK MGMT. LLC						
140102	01/31/14	01	IT/EXCHANGE SERVER WORK	01496307	045734	04/24/14	132.00
		02	IT/MAINTENACE WORK	01496307			971.61
		03	PWIT/EXCHANGE SERVER WORK	50496307			132.00
		04	PWIT/MAINTENANCE WORK	50496307			971.61
		05	IT/BACK UP JUNGLE DISK	01496307			36.00
		06	PWIT/BACK UP JUNGLE DISK	50496307			36.00
		07	PDIT/MAINT.& UPDATES FOR PD	01496307			637.99
						INVOICE TOTAL:	2,917.21
140202	02/28/14	01	IT/EXCHANGE SERVER WORK	01496307	045734	04/24/14	702.00
		02	IT/MAINTENANCE WORK	01496307			921.47

DATE: 05/02/2014
 TIME: 08:27:15
 ID: AP444000.WOW

VILLAGE OF SUGAR GROVE
 DETAIL BOARD REPORT

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MANUAL CHECKS ISSUED 04/16/2014 THRU 05/02/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	CHECK #	CHECK DATE	ITEM AMT

C0384	COMPUTER NETWORK MGMT. LLC						
140202	02/28/14	03	PWIT/EXCHANGE SERVER WORK	50496307	045734	04/24/14	702.00
		04	PWIT/MAINTENANCE WORK	50496307			921.47
		05	IT/BACK UP JUNGLE DISK	01496307			36.00
		06	PWIT/BACK UP JUNGLE DISK	50496307			36.00
		07	ITPD/ADOBE SOFTWARE	01496307			332.99
						INVOICE TOTAL:	3,651.93
140303	03/31/14	01	IT/EXCHANGE SERVER WORK	01496307	045734	04/24/14	968.50
		02	IT/MAINTENANCE WORK	01496307			857.00
		03	PWIT/EXCHANGE SERVER WORK	50496307			968.50
		04	PWIT/MAINTENANCE WORK	50496307			857.00
		05	IT/BACK UP JUNGLE DISK	01496307			36.00
		06	PWIT/BACK UP JUNGLE DISK	50496307			36.00
						INVOICE TOTAL:	3,723.00
						VENDOR TOTAL:	10,292.14
E0012	RANDALL ERICKSON						
2014411	04/11/14	01	CD/26 INSPECTIONS 3/31-4/13/14	01556309	045735	04/24/14	1,040.00
						INVOICE TOTAL:	1,040.00
						VENDOR TOTAL:	1,040.00
I0943	ILLINOIS STATE TOLL						
G14573598	04/05/14	01	S&P/TOLLS	01536507	045736	04/24/14	8.90
		02	W&S/TOLLS	50596507			6.45
		03	FIN/TOLLS	01566507			1.50
		04	W&S/TOLLS	50506507			1.50
						INVOICE TOTAL:	18.35
						VENDOR TOTAL:	18.35
I0959	INTERGOVERNMENTAL RISK						
0013240	03/31/14	01	ADM/DEDUCTIBLE MARCH 2014	01506514	045745	04/24/14	902.44
		02	W&S/DEDUCTIBLE MARCH 2014	50506514			902.43
						INVOICE TOTAL:	1,804.87
						VENDOR TOTAL:	1,804.87
L1207	LAW ENFORCEMENT TARGETS, INC						
0244237IN	03/24/14	01	POL/TARGETS AND BACKERS	01516603	045737	04/24/14	136.85
						INVOICE TOTAL:	136.85
						VENDOR TOTAL:	136.85

MANUAL CHECKS ISSUED 04/16/2014 THRU 05/02/2014

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	CHECK #	CHECK DATE	ITEM AMT

L1208	LAWSON PRODUCTS INC						
9302364786	04/07/14	01	W&S/VEHICLE MAINT SUPPLIES	50596617	045738	04/24/14	418.88
		02	S&P/VEHICLE MAINT SUPPLIES	01536617			418.87
						INVOICE TOTAL:	837.75
						VENDOR TOTAL:	837.75
O1520	THE OFFICE WORKS						
232089I	03/28/14	01	POL/STORAGE BOXES	01516613	045739	04/24/14	37.99
						INVOICE TOTAL:	37.99
232318I	04/04/14	01	S&P/PAPER, COFFEE FILTERS	01536613	045739	04/24/14	23.03
		02	BM/PAPER, COFFEE FILTERS	01546613			9.60
		03	W&S/PAPER, COFFEE FILTERS	50596613			31.67
		04	CD/PAPER, COFFEE FILTERS	01556613			31.67
		05	BC/COFFEE FILTERS	01576508			3.12
		06	S&P/COFFEE FILTERS	50506613			3.12
		07	W&S/COFFEE FILTERS	50596613			3.13
		08	CD/COFFEE FILTERS	01556613			3.12
						INVOICE TOTAL:	108.46
						VENDOR TOTAL:	146.45
P0006	PADDOCK PUBLICATIONS INC						
T4370090	04/12/14	01	CD/SENIOR HOUSING RESUB PH NOT	01556503	045740	04/24/14	131.10
						INVOICE TOTAL:	131.10
						VENDOR TOTAL:	131.10
P0031	PROSHRED SECURITY						
100043501	04/18/14	01	ADM/SHREDDING SRVC FEB 2014	01506309	045741	04/24/14	9.00
		02	POL/SHREDDING SRVC FEB 2014	01516309			9.00
		03	BRD/SHREDDING SRVC FEB 2014	01576309			9.00
		04	FIN/SHREDDING SRVC FEB 2014	01566309			9.00
		05	CD/SHREDDING SRVC FEB 2014	01556309			9.00
						INVOICE TOTAL:	45.00
						VENDOR TOTAL:	45.00
S8037	STREICHER'S						
I1084612	04/10/14	01	POL/AMMUNITION	01516603	045742	04/24/14	850.00
						INVOICE TOTAL:	850.00
						VENDOR TOTAL:	850.00

DATE: 05/02/2014
TIME: 08:28:24
ID: AP444000.WOW

VILLAGE OF SUGAR GROVE
DETAIL BOARD REPORT

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MANUAL CHECKS ISSUED 04/16/2014 THRU 05/02/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	CHECK #	CHECK DATE	ITEM AMT

T0001419 DANIEL RAWERS							
023000015602	04/16/14	01	W&S OVERPMT REFUND	50001210	045730	04/16/14	80.13
						INVOICE TOTAL:	80.13
						VENDOR TOTAL:	80.13
T2014 TRAFFIC CONTROL & PROTECTION							
79663	04/24/14	01	S&P/STREET SIGNS & SUPPLIES	01536610	045743	04/24/14	824.55
						INVOICE TOTAL:	824.55
						VENDOR TOTAL:	824.55
V2231 VERIZON WIRELESS							
9723030084	04/06/14	01	PD/CELL CHARGES 2/18-4/6/14	01516502	045744	04/24/14	292.22
		02	S&P/CELL CHARGES 2/18-4/6/14	01536502			96.08
		03	BM/CELL CHARGES 2/18-4/6/14	01546502			8.26
		04	CD/CELL CHARGES 2/18-4/6/14	01556502			60.04
		05	FIN/CELL CHARGES 2/18-4/6/14	01566502			60.04
		06	BD/CELL CHARGES 2/18-4/6/14	01576502			60.04
		07	W&S/CELL CHARGES 2/18-4/6/14	50506502			-9.39
		08	PW/CELL CHARGES 2/18-4/6/14	50596502			284.83
		09	PD/MOBILE BROADBAND CARDS	01516502			380.12
						INVOICE TOTAL:	1,232.24
						VENDOR TOTAL:	1,232.24
						TOTAL ALL INVOICES:	21,750.05

DATE: 05/02/14
TIME: 11:17:04
ID: AP441000.WOW

VILLAGE OF SUGAR GROVE
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 05/02/2014

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

A0003	ARCO MECHANICAL EQUIP. SALES						
13804	04/23/14	01	BM/TOXALERT CALIBRATION 50%	01546406		05/02/14	480.00
		02	W&S/TOXALERT CALIBRATION 50%	50596406			480.00
						INVOICE TOTAL:	960.00
						VENDOR TOTAL:	960.00
A0038	AMERICAN FIRST AID SERV, INC						
143716	04/11/14	01	BM/FIRST AID SUPPLIES	01546604		05/02/14	12.05
						INVOICE TOTAL:	12.05
144322	04/11/14	01	POL/FIRST AID SUPPLIES PD	01516604		05/02/14	21.80
						INVOICE TOTAL:	21.80
						VENDOR TOTAL:	33.85
A0118	AT&T						
630466452104	04/25/14	01	IT/4/25-5/24/14 AT&T	01496502		05/02/14	42.50
		02	ADM/4/25-5/24/14 AT&T	01506502			21.74
		03	FIN/4/25-5/24/14 AT&T	01566502			21.74
		04	PWIT/4/25-5/24/14 AT&T	50496502			42.49
		05	W&S/4/25-5/24/14 AT&T	50506502			22.39
						INVOICE TOTAL:	150.86
						VENDOR TOTAL:	150.86
A0128	ATLAS BOBCAT INC.						
QA2058	03/25/14	01	W&S/BOBCAT S650	50596603		05/02/14	5,000.00
						INVOICE TOTAL:	5,000.00
						VENDOR TOTAL:	5,000.00
A0132	AURORA AREA SPRING						
052112	04/04/14	01	S&P/VEHICLE REPAIR TRK 205	01536407		05/02/14	2,174.50
						INVOICE TOTAL:	2,174.50
						VENDOR TOTAL:	2,174.50

INVOICES DUE ON/BEFORE 05/02/2014

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

A0133	AURORA PARCEL SERVICE						
0415140932	04/15/14	01	W&S/SHIPPING PARTS	50596501		05/02/14	38.90
						INVOICE TOTAL:	38.90
						VENDOR TOTAL:	38.90
B0230	BLUE CROSS & BLUE SHIELD OF IL						
MAY-14	04/14/14	01	ADM/HEALTH INSURANCE MAY2014	01506201		05/02/14	1,927.31
		02	POL/HEALTH INSURANCE MAY2014	01516201			11,710.20
		03	S&P/HEALTH INSURANCE MAY2014	01536201			2,941.80
		04	BM/HEALTH INSURANCE MAY2014	01546201			885.93
		05	CD/HEALTH INSURANCE MAY2014	01556201			3,120.88
		06	FIN/HEALTH INSURANCE MAY2014	01566201			960.88
		07	W&S/HEALTH INSURANCE MAY 2014	50506201			1,369.70
		08	PW/HEALTH INSURANCE MAY 2014	50596201			5,761.45
		09	EMP/EMPLOYEE SHARE MAY 2014	01002180			6,881.88
						INVOICE TOTAL:	35,560.03
						VENDOR TOTAL:	35,560.03
B0277	BLACKBURN MANUFACTURING CO.						
0459941-IN	04/14/14	01	W&S/LOCATE FLAGS	50596603		05/02/14	338.46
						INVOICE TOTAL:	338.46
						VENDOR TOTAL:	338.46
C0036	CONSTELLATION						
0014408029	04/07/14	01	W&S/0399050054ENRGY 3/5-4/2	50606511		05/02/14	545.15
		02	0399050054 DELIVERY 3/5-4/6	50606511			1,315.00
						INVOICE TOTAL:	1,860.15
0014408030	04/07/14	01	W&S/5222138020 ENRGY 1/7-2/5	50606511		05/02/14	3,813.95
		02	W&S/5222138020 DELVRY 1/7-2/5	50606511			3,067.70
						INVOICE TOTAL:	6,881.65
0014440354	04/09/14	01	W&S/5222138020ENRGY 3/7-4/6	50606511		05/02/14	3,110.72

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C0036	CONSTELLATION						
0014440354	04/09/14	02	W&S/5222138020 DELVRY 3/7-4/6	50606511		05/02/14	2,803.36
						INVOICE TOTAL:	5,914.08
0014440355	04/09/14	01	W&S/0022092002 ENRGY 3/10-4/6	50606511		05/02/14	570.69
		02	W&S'0022092002 DELVRY 3/10-4/6	50606511			1,284.31
						INVOICE TOTAL:	1,855.00
0014440358	04/09/14	01	S&P/0840058004ENRGY3/7-4/6	01536511		05/02/14	1,472.72
		02	S&P/0840058004 DELVRY 3/7-4/6	01536511			709.80
						INVOICE TOTAL:	2,182.52
0014465257	04/10/14	01	S&P/0309004108ENRGY 3/10-4/4	01536511		05/02/14	51.45
		02	S&P/0309004108DELVRY 3/10-4/4	01536511			27.05
						INVOICE TOTAL:	78.50
0014515251	04/13/14	01	S&P/2082154034 ENRGY 3/13-4/10	01536511		05/02/14	171.00
		02	S&P/2082154034DELVRY 3/13-4/10	01536511			529.60
						INVOICE TOTAL:	700.60
						VENDOR TOTAL:	19,472.50
C0361	COM ED						
040714M	04/07/14	01	S&P/0612101014 LIGHTS3/6-4/4	01536511		05/02/14	4.88
						INVOICE TOTAL:	4.88
040714O	04/07/14	01	S&P/9369045017 LIGHTS3/6-4/4	01536511		05/02/14	4.88
						INVOICE TOTAL:	4.88
040814L	04/08/14	01	S&P/0053059135 LIGHTS2/25-3/25	01536511		05/02/14	284.21
						INVOICE TOTAL:	284.21
042414N	04/24/14	01	S&P/7090127000LIGHTS 3/24-4/23	01536511		05/02/14	74.87
						INVOICE TOTAL:	74.87
						VENDOR TOTAL:	368.84

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C0362	COMMONWEALTH EDISON						
040414	04/04/14	01	W/0039152077 WH 6 3/5-4/3	50606511		05/02/14	70.50
						INVOICE TOTAL:	70.50
040414A	04/04/14	01	S/0789114021 LS 5 3/5-4/3	50656511		05/02/14	216.08
						INVOICE TOTAL:	216.08
040414C	04/04/14	01	S/1209054036LS 6 3/5-4/3	50656511		05/02/14	69.82
						INVOICE TOTAL:	69.82
040414D	04/04/14	01	S/1311106047LS 7 3/5-4/3	50656511		05/02/14	132.18
						INVOICE TOTAL:	132.18
040414E	04/04/14	01	W/1581052012 WH 5 3/5-4/3	50606511		05/02/14	289.81
						INVOICE TOTAL:	289.81
040414F	04/04/14	01	W/1713098046WH 7 3/5-4/3	50606511		05/02/14	278.39
						INVOICE TOTAL:	278.39
040414H	04/04/14	01	W/2151031026H 3 3/5-4/3	50606511		05/02/14	363.65
						INVOICE TOTAL:	363.65
040414I	04/04/14	01	S/2295116015 LS 4 3/5-4/3	50656511		05/02/14	433.60
						INVOICE TOTAL:	433.60
040414J	04/04/14	01	W/2763123040 WH 4 3/5-4/3	50606511		05/02/14	313.93
						INVOICE TOTAL:	313.93
041014B	04/10/14	01	s/1035032066ls 8 3/11-4/9	50656511		05/02/14	115.22
						INVOICE TOTAL:	115.22
041114K	04/11/14	01	S/9390162025 LS 9 3/12-4/10	50656511		05/02/14	266.01
						INVOICE TOTAL:	266.01
						VENDOR TOTAL:	2,549.19

C0394 CLAESSON JANITORIAL SERVICE

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C0394	CLAESSON JANITORIAL SERVICE						
5215	04/24/14	01	BM/JANITORIAL SERVICES	01546406		05/02/14	837.50
		02	W&S/JANITORIAL SERVICES	50596406			412.50
						INVOICE TOTAL:	1,250.00
						VENDOR TOTAL:	1,250.00
D0013	DATA FINANCIAL, INC.						
INV2412	04/24/14	01	W&S/EXTENDED WARRENTY ENDORSR	50506403		05/02/14	289.00
						INVOICE TOTAL:	289.00
						VENDOR TOTAL:	289.00
D0409	DE KANE EQUIPMENT CORP						
IA26227	04/14/14	01	W&S/SMALL ENGINE OIL	50596612		05/02/14	206.76
						INVOICE TOTAL:	206.76
						VENDOR TOTAL:	206.76
D0421	DREYER MEDICAL CLINIC						
25549725-28	04/26/14	01	FIN/DRUG SCREEN-PC/VM	01566306		05/02/14	90.00
						INVOICE TOTAL:	90.00
						VENDOR TOTAL:	90.00
E0012	RANDALL ERICKSON						
2014428	04/28/14	01	CD/7 INSPECTIONS 4/14-4/27	01556309		05/02/14	280.00
						INVOICE TOTAL:	280.00
						VENDOR TOTAL:	280.00
E0533	BRENT M. EICHELBERGER						
ICMA CONF	05/01/14	01	ADM/ICMA CONF.	01506208		05/02/14	338.50
						INVOICE TOTAL:	338.50
INTRNTL CROWN	05/01/14	01	ADM/INTERNATIONAL CROWN	01506208		05/02/14	394.00
						INVOICE TOTAL:	394.00
						VENDOR TOTAL:	732.50

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H0006	HARRIS COMPUTER SYSTEMS						
MN00002376	02/20/14	01	FIN/SOFTWARE MAINT 5/1/13-4/30	01566307		05/02/14	6,235.88
		02	W&S/SOFTWARE MAINT 5/1/13-4/30	50506307			6,235.87
						INVOICE TOTAL:	12,471.75
XT00003805	04/30/13	01	W&S/ICONNECT HOSTING APRIL2013	50506307		05/02/14	111.63
						INVOICE TOTAL:	111.63
						VENDOR TOTAL:	12,583.38
I0037	INTERSTATE BATTERY SYSTEM						
30070085	04/03/14	01	W&S/BATTERIES LOCATOR	50606603		05/02/14	34.00
						INVOICE TOTAL:	34.00
						VENDOR TOTAL:	34.00
I0908	ICMA						
2014-2015	05/01/14	01	ADM/MMBRSHPDUES 7/1/14-6/30/15	01506208		05/02/14	1,216.32
						INVOICE TOTAL:	1,216.32
						VENDOR TOTAL:	1,216.32
J0010	RICHARD JIMENEZ						
042414	04/24/14	01	S&P/REIMBURSEMENT FOR BOOTS	01536209		04/24/14	100.00
						INVOICE TOTAL:	100.00
						VENDOR TOTAL:	100.00
J1012	JANCO SUPPLY INC						
260524	04/08/14	01	BM/CUSTODIAL SUPPLIES (50%)	01546602		05/02/14	379.75
		02	W&S/CUSTODIAL SUPPLIES (50%)	50596602			379.74
						INVOICE TOTAL:	759.49
260525	04/08/14	01	BM/CUSTODIAL SUPPLIES (50%)	01546602		05/02/14	309.25
		02	W&S/CUSTODIAL SUPPLIES (50%)	50596602			309.25
						INVOICE TOTAL:	618.50
						VENDOR TOTAL:	1,377.99

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J1030	JIMS TRUCK INSPECTION & REPAIR						
150713	04/03/14	01	W&S/INSPECTION TRK 14	50596407		05/02/14	26.00
						INVOICE TOTAL:	26.00
150714	04/03/14	01	W&S/INSPECTION TRK 206	50596407		05/02/14	39.00
						INVOICE TOTAL:	39.00
150715	04/03/14	01	W&S/INSPECTION TRK 08	50596407		05/02/14	26.00
						INVOICE TOTAL:	26.00
						VENDOR TOTAL:	91.00
K0017	KONICA MINOLTA PREMIER FINANCE						
252074513	04/23/14	01	ADM/COPIER LEASE APR-14 47.9%	01506402		05/02/14	239.30
		02	UB/COPIER LEASE APR-14 16.0%	50506402			79.75
		03	POL/COPIER LEASE APR-14 36.1%	01516402			180.95
		04	S&P/COPIER LEASE APR-14 15.0%	01516402			43.20
		05	BM/COPIER LEASE APR-14 2.0%	01516402			5.76
		06	CD/COPIER LEASE APR-14 70.0%	01556402			201.60
		07	W&S/COPIER LEASE APR-14 13.0%	01556402			37.44
						INVOICE TOTAL:	788.00
						VENDOR TOTAL:	788.00
K1117	KANELAND SCHOOL DISTRICT #302						
043014	04/30/14	01	REL OF IMPACT FEES APR	71002320		05/02/14	31,192.93
		02	REL OF LAND CASH APR	76002320			38,947.68
		03	REL OF TRANSITION FEES APR	65002320			0.96
						INVOICE TOTAL:	70,141.57
						VENDOR TOTAL:	70,141.57
L1274	LOCAL GOV NEWS						
5102014	05/01/14	01	ADM/MEMBERSHIP LOCAL GOVE NEWS	01506608		05/02/14	720.00
						INVOICE TOTAL:	720.00
						VENDOR TOTAL:	720.00

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M0009	METRO WEST COG						
1668	05/01/14	01	BOARD/DUES FY 14-15	01576208		05/02/14	3,148.95
						INVOICE TOTAL:	3,148.95
						VENDOR TOTAL:	3,148.95
M0024	MCHENRY ANALYTICAL WATER						
1401736	04/09/14	01	W&S/WATER SAMPLES COLIFORM	50606311		05/02/14	199.50
						INVOICE TOTAL:	199.50
314009	04/17/14	01	W&S/WATER SAMPLES TRIHALOMETHA	50606311		05/02/14	192.00
		02	W&S/WATER SAMPLES HALOACETIC A	50606311			240.00
						INVOICE TOTAL:	432.00
						VENDOR TOTAL:	631.50
M0025	MUTUAL OF OMAHA						
328236060	04/21/14	01	ADM/LIFE INSURANCE MAY 14	01506202		05/02/14	13.20
		02	POL/LIFE INSURANCE MAY 14	01516202			96.00
		03	S&P/LIFE INSURANCE MAY 14	01536202			31.20
		04	BM/LIFE INSURANCE MAY 14	01546202			8.80
		05	CD/LIFE INSURANCE MAY 14	01556202			32.00
		06	FIN/LIFE INSURANCE MAY 14	01566202			8.00
		07	W&S/LIFE INSURANCE MAY 14	50506202			10.80
		08	PW/LIFE INSURANCE MAY 14	50596202			56.00
						INVOICE TOTAL:	256.00
						VENDOR TOTAL:	256.00
M1316	MID AMERICAN WATER						
102051A	04/21/14	01	S&P/BEEHIVE GRATE	01536603		05/02/14	173.00
						INVOICE TOTAL:	173.00
						VENDOR TOTAL:	173.00
N0280	NCPERS GROUP LIFE INSURANCE						

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N0280	NCPERS GROUP LIFE INSURANCE						
41660514	04/23/14	01	SUPPLEMENTAL LIFE INS -MAY 14	01002180		05/02/14	112.00
						INVOICE TOTAL:	112.00
77040514	04/23/14	01	SUPPLEMENTAL LIFE MAY 14	01002180		05/02/14	16.00
						INVOICE TOTAL:	16.00
						VENDOR TOTAL:	128.00
N1415	NICOR GAS						
00003042314	04/23/14	01	W&S/06187900003 WH7 3/25-4/23	50606510		05/02/14	65.79
						INVOICE TOTAL:	65.79
10008042314	04/23/14	01	W&S/27737210008 WH4 3/24-4/23	50606510		05/02/14	23.06
						INVOICE TOTAL:	23.06
35188042314	04/23/14	01	W&S/06772635188 LS7 3/25-4/23	50656510		05/02/14	24.99
						INVOICE TOTAL:	24.99
482487	04/28/14	01	W&S/94500482487 LS9 3/24-4/23	50656510		05/02/14	88.58
						INVOICE TOTAL:	88.58
934904	04/28/14	01	W&S/96872934904 LS8 3/31-4/29	50656510		05/02/14	25.00
						INVOICE TOTAL:	25.00
						VENDOR TOTAL:	227.42
N1444	NORTH AMERICAN SALT CO.						
71156439	04/09/14	01	W&S/SALT WELL #10	50606607		05/02/14	2,761.64
						INVOICE TOTAL:	2,761.64
71156907	04/10/14	01	W&S/ SALT WELL #10	50606607		05/02/14	2,806.62
						INVOICE TOTAL:	2,806.62
71156908	04/10/14	01	W&S/SALT WELL #2	50606607		05/02/14	2,726.78
						INVOICE TOTAL:	2,726.78
						VENDOR TOTAL:	8,295.04

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01520	THE OFFICE WORKS						
2328001	04/21/14	01	ADM/OFFICE SUPPLIES	01506613		05/02/14	7.00
		02	BRD/COPY PAPER	01576613			31.99
		03	FIN/COPY PAPER	01566613			31.99
		04	W&S/COPY PAPER	50506613			31.99
		05	FIN/OFFICE SUPPLIES	01566613			4.99
		06	W&S/OFFICE SUPPLIES	50506613			132.51
						INVOICE TOTAL:	240.47
						VENDOR TOTAL:	240.47
P0007	PRINCIPAL LIFE GROUP,						
MAY 2014	04/17/14	01	ADM/DENTAL INSURANCE MAY 2014	01506201		05/02/14	277.96
		02	POL/DENTAL INSURANCE MAY 2014	01516201			1,481.85
		03	S&P/DENTAL INSURANCE MAY 2014	01536201			377.36
		04	BM/DENTAL INSURANCE MAY 2014	01546201			117.55
		05	CD/DENTAL INSURANCE MAY 2014	01556201			421.92
		06	FIN/DENTAL INSURANCE MAY 2014	01566201			128.70
		07	W&S/DENTAL INSURANCE MAY 2014	50506201			187.65
		08	PW/DENTAL INSURANCE MAY 2014	50596201			705.85
		09	EMP/EMPLOYEE SHARE MAY 2014	01002180			88.93
						INVOICE TOTAL:	3,787.77
						VENDOR TOTAL:	3,787.77
P0031	PROSHRED SECURITY						
100042528	03/21/14	01	ADM/SHREDDING SERVICE FEB2014	01506309		05/02/14	12.50
		02	POL/SHREDDING SERVICES FEB2014	01516309			12.50
		03	BRD/SHREDDING SERVICE FEB2014	01576309			12.50
		04	FIN/SHREDDING SERVICE FEB2014	01566309			12.50
		05	CD/SHREDDING SERVICE FEB2014	01556309			5.00
						INVOICE TOTAL:	55.00
						VENDOR TOTAL:	55.00
P0500	VICTOR E. PUSCAS, JR.						

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P0500	VICTOR E. PUSCAS, JR.						
112	04/17/14	01	POL/PRESIDEOVERVEHICLE PROCED	01516301		05/02/14	350.00
						INVOICE TOTAL:	350.00
						VENDOR TOTAL:	350.00
P1666	GEOFFREY PAYTON						
ADVANCE	05/01/14	01	PW/APWA CONFERENCE ADVANCE	01536208		05/02/14	196.00
						INVOICE TOTAL:	196.00
						VENDOR TOTAL:	196.00
R0001	RADCO COMMUNICATIONS, INC.						
79742	03/28/14	01	POL/SERVICE ON SQUAD 46	01516403		05/02/14	430.00
						INVOICE TOTAL:	430.00
						VENDOR TOTAL:	430.00
R1813	RICH'S AUTO SERVICE						
03312014	03/31/14	01	POL/OIL FILTER SQUAD 48	01516407		05/02/14	43.50
						INVOICE TOTAL:	43.50
04012014	04/01/14	01	POL/WHEEL BRNG & HUB SQUAD50	01516407		05/02/14	544.35
						INVOICE TOTAL:	544.35
04042014	04/04/14	01	POL/BAL TIRES SQUAD 48	01516407		05/02/14	123.75
						INVOICE TOTAL:	123.75
04072014	04/07/14	01	POL/TIRE REPAIR SQUAD 49	01516407		05/02/14	20.00
						INVOICE TOTAL:	20.00
04082014	04/08/14	01	POL/ROTORS&PADS SQUAD 44	01516407		05/02/14	356.50
						INVOICE TOTAL:	356.50
04092014	04/09/14	01	POL/OIL FILTER SQUAD 45	01516407		05/02/14	97.10
						INVOICE TOTAL:	97.10
						VENDOR TOTAL:	1,185.20

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S0003 SUGAR GROVE PUBLIC LIBRARY							
043014	04/30/14	01	REL OF IMPACT FEES APRIL	72002331		05/02/14	2,387.91
		02	REL OF TRANSITION FEES APRIL	68002331			0.08
						INVOICE TOTAL:	2,387.99
						VENDOR TOTAL:	2,387.99
S0049 ST. CHARLES POLICE DEPT							
04122014	04/11/14	01	POL/SAFETY TRAINING -QUARTERLY	01516309		05/02/14	400.00
						INVOICE TOTAL:	400.00
						VENDOR TOTAL:	400.00
S1909 SAM'S CLUB							
6227-2014	04/18/04	01	S&P/MEMBERSHIP DUES34104548359	01536208		05/02/14	17.50
		02	W&S/MEMBERSHIP DUES34104548359	50596208			17.50
						INVOICE TOTAL:	35.00
						VENDOR TOTAL:	35.00
S1982 SUGAR GROVE FIRE DISTRICT							
043014	04/30/14	01	REL OF IMPACT FEES APR	73002340		05/02/14	7,535.96
		02	REL OF TRANSITION FEES APR	66002340			0.19
						INVOICE TOTAL:	7,536.15
						VENDOR TOTAL:	7,536.15
S1994 SUGAR GROVE PARK DISTRICT							
043014	04/30/14	01	REL OF LAND CASH APR	74002340		05/02/14	31,928.91
		02	REL OF CAP IMROV FEE APR	75002340			400.24
		03	REL OF TRANSITON FEE APR	67002340			0.05
						INVOICE TOTAL:	32,329.20
						VENDOR TOTAL:	32,329.20
S2016 STATE TREASURER							

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S2016 STATE TREASURER							
41445	04/15/14	01	S&P/30MUNICIPAL 13 01-03 (50%)	01536405		05/02/14	609.90
		02	S&P/47/GALENA 13 01-03 (25%)	01536405			304.95
		03	47/BLISS 13 01-03 (25%)	01536405			304.95
		04	S&P/30/DUGAN(TEMP)1301-03 50%	01536405			609.90
						INVOICE TOTAL:	1,829.70
						VENDOR TOTAL:	1,829.70
T0001370 SAFEGUARD PROPERTIES RA99762							
27200040702	10/31/13	01	W&S/FNL W&S REF 27200040702	50001210		05/02/14	22.83
						INVOICE TOTAL:	22.83
						VENDOR TOTAL:	22.83
T0001415 EJ EQUIPMENT, INC							
61515	04/04/14	01	W&S/VACTOR PARTS	50656612		05/02/14	30.09
		02	W&S/FREIGHT	50596501			10.58
						INVOICE TOTAL:	40.67
						VENDOR TOTAL:	40.67
T0001420 BENESCH							
68071	12/08/13	01	S&P/BRIDGE INSPECTION	01536303		05/02/14	8,625.00
						INVOICE TOTAL:	8,625.00
						VENDOR TOTAL:	8,625.00
T0001421 CATHLEEN GIBSON							
031514	03/15/14	01	S&P/MAILBOX REPLACEMENT	01536606		05/02/14	50.00
						INVOICE TOTAL:	50.00
						VENDOR TOTAL:	50.00
T0001422 MILAN KOVANIC							
OVERPYMT	04/29/14	01	W&S/FNL 26400042201 202BRAEBUR	50001210		05/02/14	25.11
						INVOICE TOTAL:	25.11
						VENDOR TOTAL:	25.11

DATE: 05/02/14
TIME: 11:17:04
ID: AP441000.WOW

VILLAGE OF SUGAR GROVE
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 05/02/2014

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

T0001423 KENNETH & KELLY RADEKE							
OVRPYMT	04/29/14	01	W&S/FNL 26400007301 5 HANOVER	50001210		05/02/14	22.83
						INVOICE TOTAL:	22.83
						VENDOR TOTAL:	22.83
T0001424 THOMAS HALL							
OVRPYMT	04/29/14	01	W&S/FNL 23600005800 32 WALNUT	50001210		05/02/14	79.29
						INVOICE TOTAL:	79.29
						VENDOR TOTAL:	79.29
T0001425 VERN & BYRON ROEBKE							
OVRPYMT	04/29/14	01	W&S/FNL 25300036502 142 W PARK	50001210		05/02/14	14.42
						INVOICE TOTAL:	14.42
						VENDOR TOTAL:	14.42
T0013 TRAFFIC ANALYSIS & DESIGN INC							
10158	03/31/14	01	S&P/ENGR SRVS THRU 3/31/14	35536303		05/02/14	23,856.00
						INVOICE TOTAL:	23,856.00
						VENDOR TOTAL:	23,856.00
T2035 TREASURER STATE OF ILLINOIS							
106904	04/17/14	01	S&P/47/CROSS CONTRACT #63700	35537008		05/02/14	23,455.95
						INVOICE TOTAL:	23,455.95
						VENDOR TOTAL:	23,455.95
T2603 THOMAS JUNGELS							
013114	01/31/14	01	BM/REPAIRS AT PW	01546406		05/02/14	62.50
		02	W&S/REPAIRS AT PW	50596406			62.50
						INVOICE TOTAL:	125.00
						VENDOR TOTAL:	125.00

DATE: 05/02/14
TIME: 11:17:04
ID: AP441000.WOW

VILLAGE OF SUGAR GROVE
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 05/02/2014

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

U2146	USA BLUEBOOK						
316226	04/10/14	01	W&S/BRINE PUMP HOSE WELL 10	50606603		05/02/14	645.83
						INVOICE TOTAL:	645.83
						VENDOR TOTAL:	645.83
V1610	VILLAGE OF SUGAR GROVE						
041814	04/18/14	01	PD/KCCPA-PR	01516208		05/02/14	30.00
		02	BD/CHAMBER LUNCH - MJ	01576208			30.00
		03	ADM/CHAMBER LUNCH - BE	01506613			15.00
		04	W&S/KCWA - CL	50596208			20.00
						INVOICE TOTAL:	95.00
						VENDOR TOTAL:	95.00
W0024	WATER ISAC						
14-63441	12/31/13	01	W&S/MEMBERSHIP 2014	50596208		05/02/14	499.00
						INVOICE TOTAL:	499.00
						VENDOR TOTAL:	499.00
W2325	WEST						
829357283	04/04/14	01	POL/IL CRIMINAL LAW SUBSCRIPT	01516608		05/02/14	103.50
						INVOICE TOTAL:	103.50
						VENDOR TOTAL:	103.50
						TOTAL ALL INVOICES:	277,830.47



PROCLAMATION NATIONAL PUBLIC WORKS WEEK

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways and public buildings; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform, and

*THEREFORE, I, P. Sean Michels, President of the Village of Sugar Grove, do hereby proclaim the week of **May 18, 2014 through May 25, 2014** as*

NATIONAL PUBLIC WORKS WEEK

in the Village of Sugar Grove, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

Passed 6th day of May, 2014

President, P. Sean Michels

Trustee, Robert E. Bohler

Trustee, Kevin M. Geary

Trustee Sean Herron

Trustee, Rick Montalto

Trustee, David Paluch

Trustee, Mari Johnson

*Attest: _____
Village Clerk, Cynthia L. Galbreath*



Proclamation

May 11 through May 17, 2014 National Police Week

May 13, 2014 Peace Officers' Memorial Day

WHEREAS, the members of the law enforcement agency of the Village of Sugar Grove play an important role in safeguarding the rights and freedoms of the citizens of our community; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our department recognize their duty to serve the people by safeguarding life and property, protecting them against violence or disorder, and protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, our police department has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service;

THEREFORE, I, President P. Sean Michels and the Trustees of the Village of Sugar Grove urge our citizens to join in commemorating law enforcement officers, past and present, who by their faithful and loyal devotion to their communities, have established for themselves the rights and security of all citizens.

*NOW, THEREFORE, I, P. Sean Michels, President of the Board of the Trustees of the Village of Sugar Grove, Kane County, Illinois, do hereby proclaim the week of **May 11 through May 17, 2013** as **National Police Week** and **May 13, 2013** as **Peace Officers' Memorial Day** in the Village of Sugar Grove Sugar Grove. .*

Passed this 6th day of May, 2014

President, P. Sean Michels

Trustee, Robert E. Bohler

Trustee, Kevin M. Geary

Trustee Sean Herron

Trustee, Rick Montalto

Trustee, David Paluch

Trustee, Mari Johnson

Village Clerk, Cynthia L. Galbreath



RESOLUTION NO. PD20140506

VILLAGE OF SUGAR GROVE,

KANE COUNTY, ILLINOIS

A Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation.

Be it Resolved by the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois as follows:

Whereas the Village of Sugar Grove, of the State of Illinois (hereinafter "Municipality") of the State of Illinois and duly constituted public agency of the State of Illinois, and;

Whereas the Municipality, as a public agency of the State of Illinois, is authorized and empowered by the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) to enter into intergovernmental agreements with other public agencies on matters of mutual concern and interest such as the provision of adequate law enforcement personnel and resources for the protection of residents and property falling within the jurisdiction of the Municipality, and;

Whereas the Municipality recognizes that certain natural or man-made occurrences may result in emergencies or disasters that exceed the resources, equipment and/or law enforcement personnel of a single given public agency, and;

Whereas, a given public agency can, by entering into a mutual aid agreement for law enforcement services and resources, effectively provide a broader range and more plentiful amount of law enforcement capability for the citizenry which it serves, and;

Whereas, in order to have an effective mutual aid agreement for law enforcement resources and services, this Municipality recognizes it must be prepared to come to the aid of other public agencies in their respective times of need due to emergencies or disasters, and;

Whereas, this Municipality recognizes the need for our specific Municipality to develop an effective mutual aid agreement for law enforcement services and resources upon which it may call upon in its time of need and is prepared to enter into a mutual aid agreement for law enforcement services and resources with other like-minded public agencies, and;

Whereas, this Municipality also recognizes the need for the existence of a public agency, formed by an intergovernmental agreement between two or more public agencies, which can serve to coordinate and facilitate the provision of law enforcement mutual aid between signatory public agencies to a mutual aid agreement for law enforcement services and resources, and;

Whereas, this Municipality has been provided with a certain “Law Enforcement Mutual Aid Agreement” which has been reviewed by the elected officials of this Municipality and which other public agencies in the State of Illinois are prepared to execute, in conjunction with this Municipality, in order to provide and receive law enforcement mutual aid services as set forth in the “Law Enforcement Mutual Aid Agreement,” and;

Whereas, it is the anticipation and intention of this Municipality that this “Law Enforcement Mutual Aid Agreement” will be executed in counterparts as other public agencies choose to enter into the “Law Enforcement Mutual Aid Agreement” and strengthen the number of signatory public agencies and resources available from those public agencies, and;

Whereas, it is the anticipation and intent of this Municipality that the “Law Enforcement Mutual Aid Agreement” will continue to garner support and acceptance from other currently unidentified public agencies who will enter into the “Law Enforcement Mutual Aid Agreement” over time and be considered as if all signatory public agencies to the “Law Enforcement Mutual Aid Agreement” had executed the “Law Enforcement Mutual Aid Agreement” at the same time,

Now, therefore, be it resolved by this Municipality as follows:

1. This Resolution shall be known as, and may hereafter be referred to as, the Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation.
2. The Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation shall be, and hereby is, enacted as follows:
 - a. Authorization to enter into a Certain Agreement. The President and Board of Trustees of this Municipality is hereby authorized to sign, execute and deliver the agreement known as the “Law Enforcement Mutual Aid Agreement” and thereby enter into an intergovernmental agreement with such other public agencies of the State of Illinois as are likewise willing to enter into said “Law Enforcement Mutual Aid Agreement” and recognize the existence and formation of the Illinois Law Enforcement Alarm System as set forth in the said “Law Enforcement Mutual Aid Agreement.”
 - b. Savings Clause. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the provisions of this Resolution.
 - c. Effective Date. This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed and Approved, by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois on this 6th day of May, 2014.

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

ATTEST: _____
Cynthia Galbreath Clerk, Village of Sugar Grove

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

Law Enforcement Mutual Aid Agreement

This Law Enforcement Mutual Aid Agreement (LEMAA) is executed, in multiple counterparts, by the Public Agency shown on last page hereof on the date that is set forth on the last page of this LEMAA for the uses and purposes set forth herein.

Whereas, the undersigned Public Agency of the State of Illinois does hereby declare that it is in the best interest of the Signatory Public Agency to make provision for law enforcement Mutual Aid in the event the undersigned Public Agency should need law enforcement Mutual Aid, and;

Whereas, the undersigned Public Agency of the State of Illinois recognizes that law enforcement Mutual Aid is only effective if those Public Agencies who could potentially benefit from law enforcement Mutual Aid are willing to provide law enforcement Mutual Aid to other Public Agencies who are willing to enter into a Mutual Aid agreement such as this Mutual Aid agreement, and;

Whereas, in the State of Illinois, there exist constitutional and statutory provisions enabling and supporting the formation of intergovernmental agreements on matters such as law enforcement Mutual Aid, *to wit*, the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 *et seq.*) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1), and;

Whereas, in order to have an effective law enforcement Mutual Aid system, it is necessary and desirable to have a third party entity that can support, centralize, coordinate and organize the provision of law enforcement Mutual Aid by and among Signatory Public Agencies to the law enforcement Mutual Aid agreement, and;

Whereas, this LEMAA is made in recognition of the fact that natural or man-made occurrences may result in Emergencies or Disasters that exceed the resources, equipment and/or Law Enforcement Personnel of a given Public Agency; each Public Agency which signs a copy of this LEMAA intends to aid and assist the other participating Public Agencies during an Emergency or Disaster by temporarily assigning some of the Responding Public Agency's resources, equipment and/or law enforcement personnel to the Requesting Public Agency as circumstances permit and in accordance with the terms of this LEMAA; the specific intent of this LEMAA being to safeguard the lives, persons and property of citizens of the State of Illinois during an Emergency or Disaster by enabling other Public Agencies to provide additional resources, equipment and/or Law Enforcement Personnel as needed, and;

Whereas, since approximately 2002, there has existed in the State of Illinois an Illinois Law Enforcement Alarm System law enforcement Mutual Aid agreement (“Prior Mutual Aid Agreement”) which was initially executed by a multitude of signatory parties in the wake of the events of the 911 terrorist attacks and (even though the needs of law enforcement have changed, grown and advanced in various regards) the Prior Mutual Aid Agreement has never been updated, modified or changed since its inception, it is now the desire of the Signatory Public Agency to this LEMAA to enhance and reaffirm its commitment to law enforcement Mutual Aid in the State of Illinois while providing more particularity to the relationship that exists between each of the Signatory Public Agencies to this LEMAA and the third party agency, the Illinois Law Enforcement Alarm System, created by such Signatory Public Agencies,

Now, therefore, the undersigned Public Agency, does hereby enter into this LEMAA with each and every other Public Agency which signs a counterpart copy of this LEMAA and agrees and contracts as follows:

1. Definitions. The following definitions apply to this Mutual Aid Agreement (the plural version of any defined term meaning two or more instances of the defined term):

a. Disaster – An occurrence, or the reasonable threat or possibility of an occurrence of, any of the following: widespread or severe damage; injury or loss of life or property resulting from any natural or technological cause, including but not limited to, fire, flood, earthquake, windstorm, tornado, hurricane, severe inclement weather, hazardous materials spill or other water or ground contamination requiring prompt action to avert danger or damage; epidemics, contaminations, blight, extended periods of severe and inclement weather, drought, infestation and critical shortages of essential products, fuels and energy; explosion; riot; significant or large scale civil insurrection or disobedience; hostile military or paramilitary action, or; acts of domestic terrorism.

b. Emergency – A natural or man-made situation that threatens to cause, or causes, loss of life and/or property and exceeds the physical and/or organizational response capabilities of a unit of local, state or federal government.

c. Illinois Law Enforcement Alarm System (or the abbreviation “ILEAS”) – the third party Public Agency formed by Signatory Public Agencies to this LEMAA, or continued from the Prior Mutual Aid Agreement, to promote and facilitate law enforcement Mutual Aid in the State of Illinois, and;

d. Initial Governing Board – The first Governing Board of ILEAS established after two or more Public Agencies enter into this LEMAA.

e. Law Enforcement Personnel – An employee of a Signatory Public Agency to this LEMAA who is a law enforcement officer, county corrections officer or court security officer, as defined in Section 2 of the Illinois Police Training Act (50 ILCS 705/2).

f. LEMAA – This agreement.

g. Mutual Aid – Assistance provided by a Public Agency to another Public Agency pursuant to a definite and prearranged written agreement in the event of an Emergency or Disaster.

h. Prior Mutual Aid Agreement – a certain Mutual Aid Agreement having initial signatories in 2002 (with other signatory parties beginning their participation at a time later than the initial signatory parties) and which reflects a document modification date of “October 23, 2002” in the footer of the signature page (page 5).

i. Prior Signatory Public Agency – A Public Agency which executed the Prior Mutual Aid Agreement and has neither terminated its participation in the Prior Mutual Aid Agreement nor entered into this LEMAA.

i. Public Agency – Such units of government as are defined as a public agency by the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).

j. Requesting Public Agency – A Signatory Public Agency to this LEMAA that has primary jurisdiction over the site of an Emergency or Disaster which, due to its perceived insufficient resources, equipment and/or Law Enforcement Personnel, would be unable to provide an adequate response to an Emergency or Disaster without the assistance of others.

k. Responding Public Agency – A Signatory Public Agency to this LEMAA that provides resources, equipment and/or Law Enforcement Personnel to a Requesting Public Agency during an Emergency or Disaster.

l. Signatory Public Agency – a Public Agency that has executed this LEMAA by signature of an authorized individual for the Public Agency under the authority of the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the final approval required of the Public Agency in order to execute the LEMAA.

2. Agreement to Participate in Law Enforcement Mutual Aid.

The Signatory Public Agency to this LEMAA agrees that, in the event of an Emergency or Disaster, it will respond to requests for assistance by a Requesting Public Agency with such Law Enforcement Personnel, equipment, resources, facilities, or services as are, in the opinion of the Responding Public Agency,

available and useful and being requested by a Requesting Public Agency. Possible responses shall include, but not be limited to, merely being on “stand by,” providing the benefit of prior experience or consultation and/or actual “hands-on” participation in law enforcement activities in the jurisdiction of the Requesting Public Agency any one of which may also entail the provision of equipment, resources, facilities or other services. Provided, however, that each Responding Public Agency reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction’s property, citizenry or personnel.

It is expected that requests for Mutual Aid under this Agreement will be initiated only when the needs of the Requesting Public Agency exceed its resources. Responding Public Agencies’ resources will be released and returned to their own respective jurisdictions by the Requesting Public Agency as soon as the situation is restored to the point where the Requesting Public Agency is able to satisfactorily handle the emergency or disaster with its own resources or when a Responding Public Agency decides to recall its assistance.

Whenever an Emergency or Disaster is of such magnitude and consequence that it is deemed advisable by the highest-ranking officer present of the Requesting Public Agency to request assistance from a Responding Public Agency, he is hereby authorized to do so under the terms of this LEMAA. The highest-ranking officer present of the Responding Public Agency is authorized to, and shall forthwith take, the following actions:

- Immediately determine what type of assistance is being requested.
- Immediately determine if the requested resources, equipment and/or Law Enforcement Personnel can be committed to the Requesting Public Agency.
- Immediately dispatch, in consultation and coordination with the ILEAS dispatcher, the resources, equipment and/or Law Enforcement Personnel that are available to the Requesting Public Agency.

At the Emergency or Disaster site, the highest-ranking officer of the Requesting Public Agency who is present shall assume full responsibility and command for operations at the scene. Law Enforcement Personnel from the Responding Public Agencies shall report to, and shall work under, the direction and supervision of the Requesting Public Agency. Provided, however, that at all times, the personnel of the Responding Public Agency shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the Requesting Public Agency, Law Enforcement Personnel shall only be required to respond to lawful orders.

All equipment provided or services performed under this LEMAA shall be provided without reimbursement to the Responding Public Agency from the Requesting Public Agency. Nothing contained herein shall prohibit a Responding Public Agency or ILEAS from seeking reimbursement or defrayment of any expenses it may have incurred in responding to a Mutual Aid request from other sources. The Requesting Public Agency agrees to cooperate with any effort to seek reimbursement or defrayment of Mutual Aid expenses on the part of Responding Public Agencies or ILEAS.

All Requesting Public Agencies, Responding Public Agencies and ILEAS are required to keep expense and accounting records to identify the costs and expenses of any Mutual Aid provided under this LEMAA.

Each Responding Public Agency shall assume sole responsibility for insuring or indemnifying its own employees, as provided by state, federal law and/or local ordinance, and for providing personnel benefits, including benefits that arise due to injury or death, to their own employees as required by state or federal law just as if the employee would have been working as an employee of the Responding Public Agency in its own home jurisdiction. Each Responding Public Agency shall also be responsible, regardless of fault, for replacing or repairing any damage to its own vehicles or equipment that occurs while providing assistance under this LEMAA.

The Requesting Public Agency agrees that this LEMAA shall not give rise to any liability or responsibility for the failure of any other Signatory Public Agency to respond to any request for assistance made pursuant to this LEMAA.

Each Responding Public Agency under this LEMAA further agrees that each Responding Public Agency will be responsible for defending itself in any action or dispute that arises in connection with, or as the result of, this LEMAA and that each Responding Public Agency will be responsible for bearing its own costs, damages, losses, expenses and attorney fees.

3. The Illinois Law Enforcement Alarm System. By agreement by and between each Signatory Public Agency to this LEMAA, there is and was formed and exists a third party Public Agency, created by the Signatory Public Agency parties to this LEMAA and by virtue of this LEMAA, which shall be known as the Illinois Law Enforcement Alarm System (hereinafter referred to as "ILEAS"). The following provisions apply to ILEAS:

- a. The Public Agency ILEAS shall have a governing board, consistent with the meaning of the phrase "governing board" in 5 ILCS 220/2(1), which shall be known as the "Governing Board."
 1. Governing Board Composition and Voting. The Governing Board of ILEAS shall consist of the following individual

members, described as follows:

- (a). Members of the Initial Governing Board – The individuals designated on Exhibit A will be members of the Initial Governing Board of ILEAS and shall serve until such time as their successors are elected or appointed, as the case may be.
- (b). Composition of the Governing Boards of ILEAS after the Initial Governing Board members have served their term shall be as follows, who shall serve until such time as their successors are elected or appointed, as the case may be:
 - 16 elected members representing eight (8) established ILEAS regions – there shall be one elected Sheriff member and one elected Chief of Police member from each of the eight (8) established ILEAS regions and the elected Sheriff member and the elected Chief of Police member shall be designated as the “Co-Chairs” from that region;
 - a permanent, non-elective Governing Board membership for the Illinois State Police Director or the Director’s designee,
 - a permanent, non-elective Governing Board membership for the President of the Illinois Association of Chiefs of Police or that President’s designee,
 - a permanent, non-elective Governing Board membership for the President of the Illinois Sheriff’s Association or that President’s designee.
 - two permanent, non-elective Governing Board memberships for the City of Chicago, Illinois or those persons designated by the Superintendent of Police, Chicago, Illinois.

Subject to the foregoing provisions of this subparagraph (b), no Public Agency shall be permitted to designate (as a candidate for election or appointment) a Governing Board Member unless that

Public Agency is a Signatory Public Agency and every Governing Board Member must be affiliated by employment with, or relation to, a Signatory Public Agency.

The President of ILEAS, with the advice and consent of the Governing Board of ILEAS, may appoint any number of *Ex-Officio* Governing Board consultants for the benefit of obtaining their counsel and advice but such individuals, if any, as are appointed to *Ex-Officio* Governing Board consultant positions shall not have any voting rights on matters to be decided by the Governing Board and, relative to the Board, are not agents or servants of the Governing Board, ILEAS or any Signatory Public Agency.

- (c). Members of Governing Boards of ILEAS after the Initial Governing Board – For purposes of determining the elected members of the Governing Board after the Initial Governing Board, the State of Illinois shall be divided into eight (8) regions which are shown on Exhibit B hereto. Any Signatory Public Agency to this LEMAA may nominate any one or more eligible individuals from its region as a candidate for Governing Board membership, including an individual employed by the Signatory Public Agency. Only Signatory Public Agencies to this LEMAA may vote for representatives to be elected from their region. Each Signatory Public Agency to this LEMAA gets one vote for an elected Sheriff member and one vote for an elected Chief of Police member from its region. Starting in 2015, the election of Governing Board members shall occur every two years in March of the year on a date to be determined by the Governing Board members in office in the October prior to the date of the election. Should a given Governing Board member vote result in a tie between candidates, the two or more candidates with the same highest number of votes shall participate in a “coin toss” selection process to determine who shall fill that Governing Board member position.
- (d). In the event that an elected Governing Board member dies, retires, resigns, is no longer employed by his employer in the same capacity as at the time of his

election or is otherwise unwilling or unable to serve the balance of that member's term, then a replacement Governing Board member from the same region as the Governing Board member being replaced shall be chosen by the remaining Governing Board member from that Region and shall serve until the next Governing Board member vote. If both Governing Board members from a given Region are no longer in office at the same time, then, by majority vote of the remaining Governing Board members still holding office, two replacements shall be chosen from that same Region (in individual, separate votes) and shall serve until the next Governing Board member vote. The replacement Governing Board member shall be a Sheriff if a Sheriff is being replaced and shall be a Chief of Police if a Chief of Police is being replaced.

- (e) Matters before the Governing Board for decision shall be decided by majority vote of a quorum of the voting members. A quorum for the conducting of the business of the Governing Board shall be established by the Bylaws promulgated by the Governing Board. Nothing contained herein shall prohibit the establishment of committees or subcommittees of the whole for the conduct of business as expressed in the Bylaws promulgated by the Governing Board.
2. Governing Board to Promulgate a Plan of Operation. The Governing Board shall cause to be promulgated a Plan of Operation for the giving and receiving of Mutual Aid under the provisions of the LEMAA and shall promulgate Bylaws for the management of ILEAS. Both the Plan of Operation and Bylaws may be modified from time to time based upon the majority vote of the then current members of the Governing Board.
 3. Governing Board Compensation. All officers, members and *ex-officio* members of the Governing Board shall serve without compensation.
 4. Regional Governing Boards. In each of the Regions, in addition to the co-chairs for that region, there may be elected a secretary, treasurer and sergeant at arms for that Region as well as any number of *ex-officio* members as that Region

desires.

- b. The Public Agency ILEAS shall have a President, Vice President, Secretary, Treasurer and Sergeant at Arms who shall be appointed by and from the Governing Board of ILEAS, at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of ILEAS as the Bylaws are established and may be amended from time to time by the Governing Board.
- c. The Public Agency ILEAS shall have an Executive Director, appointed by the Governing Board at its discretion, who shall be the chief operating officer of ILEAS and who shall have the duties, responsibilities and powers accorded to the Executive Director by the Bylaws of ILEAS as the Bylaws are established and may be amended from time to time by the Governing Board.
- d. The Public Agency ILEAS shall have the authority, right and power to:
 - 1. coordinate law enforcement Mutual Aid responses by and among Signatory Public Agencies to this LEMAA and act as a central receiving point for Mutual Aid requests;
 - 2. solicit and receive commitments from Signatory Public Agencies to respond to a Mutual Aid request and coordinate and provide support for any legal documentation necessary or desirable to effectuate the provision of law enforcement Mutual Aid;
 - 3. maintain an electronic mutual aid database to which all Signatory Public Agencies provide information related to each respective Signatory Public Agency's manpower, resources and equipment necessary to respond to a Mutual Aid request and to which all Signatory Public Agencies have access;
 - 4. identify through the mutual aid database individuals from Signatory Public Agencies with the ability, training and qualifications suitable for Mutual Aid responses, together with the necessary equipment and other resources as requested by the Requesting Public Agency;
 - 5. coordinate and provide a facility for training exercises and education;
 - 6. solicit, obtain and administer funds for the operations and functions of ILEAS and the provision of law enforcement

Mutual Aid in the form of grants, donations, endowments or allocations of funds from other governmental agencies or other sources (but not from the issuance of any debt obligations), to assess Board-approved dues on Signatory Public Agencies and to obtain reimbursement, payment, advances or funds from any governmental entity or agency which provides, allocates or administers funds to defray, pay or reimburse the expenses of those entities participating in Mutual Aid efforts;

7. provide accounting, budgeting, estimation, documentation, archival and general administrative support for law enforcement Mutual Aid deployments (actual, planned, proposed or contemplated) and the general operations of ILEAS;
8. obtain indemnity, casualty, liability and worker's compensation insurance for the operations of ILEAS in amounts and under terms deemed appropriate by the Governing Board;
9. employ support personnel to perform the functions and operations of ILEAS;
10. enter into contracts, agreements, purchase agreements and leases necessary to the functions and operations of ILEAS;
11. provide and display identification, signage, insignias, patches or other indicia which identify ILEAS employees and agents if and when such employees and/or agents are on site to coordinate or facilitate disaster and/or emergency relief performed by various Responding Public Agencies;
12. to own, hold, supply, borrow or lend, in ILEAS' name, such personal property as deemed necessary by the Governing Board to the purposes, functions and operations of ILEAS;
13. facilitate, enhance or enable interagency communication relative to the provision of Mutual Aid;
14. provide to Signatory Public Agencies to this LEMAA such information as is useful to them relative to what resources are available from ILEAS or other Signatory Public Agencies to this LEMAA ;
15. maintain a listing or database of available equipment, available animals and alleged independent contractor

experts in various fields that would serve as a resource to ILEAS and any Signatory Public Agency to this LEMAA which listing would be made available to such Signatory Public Agencies with the understanding on the part of the requesting Signatory Public Agency that ILEAS:

- (a) does not represent, provide, recommend or warrant to any Signatory Public Agency the appropriateness, integrity, quality, or qualifications of any listed resource, equipment or animal for a given use (such determination to be made solely by the requesting Signatory Public Agency), and;
 - (b) does not furnish, employ, provide, retain or have as its agent, any alleged expert whose contact information is provided to the Signatory Public Agency, such alleged expert being solely an independent contractor and, further, does not represent, recommend or warrant to any Signatory Public Agency the appropriateness, integrity, training, quality or qualifications of any alleged expert (such determinations to be made solely by the requesting Signatory Public Agency), and;
 - (c) relative to any animal, does not represent, recommend or warrant to any Signatory Public Agency the appropriateness, training, behavioral characteristics, quality or qualifications of any animal for a given use (such determination to be made solely by the requesting Signatory Public Agency).
16. engage in such other activities as support, enhance or enable Mutual Aid by and between the Signatory Public Agencies to this LEMAA.
- e. It is not the function, responsibility or purpose of ILEAS to warrant or endorse the sufficiency or talents of, deploy, supply, direct, command or manage any Law Enforcement Personnel responding to Mutual Aid requests under this LEMAA. Any Law Enforcement Personnel responding to a law enforcement Mutual Aid request under this LEMAA shall be Law Enforcement Personnel of a Responding Public Agency (and not of ILEAS) and shall take their orders from commanding officers of either the requesting Public Agency or the Responding Public Agency, as otherwise detailed in this LEMAA. In general, ILEAS' function in a Mutual Aid deployment is to receive the Mutual Aid request, identify and contact

appropriate potential responding Signatory Public Agency responders, obtain commitments from such potential Signatory Public Agency responders that they will respond to the Mutual Aid request, identify those Signatory Public Agencies who will respond to the Mutual Aid request of the Requesting Public Agency, provide ILEAS' expertise, services and experience relative to issues associated with Mutual Aid deployments and continue to monitor the adequacy of the Mutual Aid response to be able to respond if the Requesting Public Agency determines more assistance is needed and review the sufficiency of the Mutual Aid response that was made. ILEAS may, in its discretion, establish an on site presence at the Mutual Aid site when the Requesting Public Agency or the Responding Public Agencies believe such presence is useful to the purposes and functions of ILEAS and/or the Requesting Public Agency or the Responding Public Agencies.

4. Additional Signatory Public Agency Provisions

- a. Each Signatory Public Agency to this LEMAA agrees to maintain liability insurance with a Best's rated A- or better insurance company or a self insurance trust fund in the face or indemnity amount of at least one million dollars (\$1,000,000.00) which would provide, *inter alia*, liability coverage for any activities in which the Signatory Public Agency to this LEMAA might engage under this LEMAA.
- b. Each Signatory Public Agency to this LEMAA agrees to provide to ILEAS information about the equipment, resources and personnel of its Public Agency, jurisdictional and regional demographic information, contact information, National Incident Management Systems information and Reception Site Staging information which may be used by ILEAS to aid in ILEAS' support role under this LEMAA. The Executive Director of ILEAS shall prepare a document, which will be amended from time to time, which requests the information desired and send it to each Signatory Public Agency for completion and update. Each Signatory Public Agency to this LEMAA agrees that ILEAS may distribute any information obtained by the Executive Director to any other Signatory Public Agency to this LEMAA who may request such information for Mutual Aid purposes.
- c. Each Signatory Public Agency to this LEMAA agrees that it will not hold itself out as an agent of ILEAS or any Public Agency other than itself and will instruct each of its employees that they are not to hold themselves out as employees or agents of ILEAS or any

Public Agency other than the one as to which they are actually agents or employees. Further, each Signatory Public Agency to this LEMAA agrees to monitor the activities of its agents and employees to maintain compliance with this provision of the LEMAA.

- d. Each Signatory Public Agency to this LEMAA understands that, under the Constitution of the State of Illinois (Ill. Const. Art. VII, §10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), ILEAS may only be delegated authority, abilities and powers that the Signatory Public Agency to this LEMAA has itself. To the extent that a Signatory Public Agency to this LEMAA does not have legal authority to participate in cooperative law enforcement mutual aid, this LEMAA is void and of no effect relative to such Signatory Public Agency.
- e. It is the intent of each Signatory Public Agency to this LEMAA that ILEAS be created with all the powers enumerated herein and without further restrictions on those powers. Therefore, each Signatory Public Agency agrees that, if that Signatory Public Agency is determined to not have the authority or powers that are coextensive with those granted to ILEAS in this LEMAA or it is determined that the Signatory Public Agency is limited in the exercise of its authority or its powers to a greater extent than ILEAS is limited by this LEMAA, rather than limiting the powers of ILEAS, that finding will cause the Signatory Public Agency's participation in the creation of ILEAS to be void *ab initio* and Section 3 of this LEMAA shall not apply to such a Signatory Public Agency. Such a finding will not, however, invalidate the Signatory Public Agency's adoption of this LEMAA for purposes of providing and receiving law enforcement Mutual Aid.
- f. Each Signatory Public Agency to this LEMAA warrants that:
 1. It is a Public Agency under the laws of the State of Illinois.
 2. It is authorized by the legal process and laws applicable to that Public Agency that it has the full authority and right to enter into this LEMAA.
 3. To the extent that it is called upon to provide Law Enforcement Personnel as a Responding Public Agency, the Law Enforcement Personnel the Signatory Public Agency to this LEMAA provides have been properly credentialed by the Illinois Law Enforcement Training Standards Board to be a law enforcement officer, county corrections officer or court security officer in the State of Illinois and have been trained

relative to the types of tasks that the Law Enforcement Personnel will be undertaking relative to the mutual aid request.

4. To the extent that it is called upon to provide equipment as a Responding Public Agency, the equipment the Signatory Public Agency to this LEMAA provides is in good working order with no known defects, problems, faults or limitations that would make its use dangerous or impractical.

5. Termination of Participation in LEMAA

- a. Any Signatory Public Agency to this LEMAA has the right to terminate its participation in this LEMAA upon ninety (90) days notice to ILEAS. ILEAS shall notify remaining Signatory Public Agency parties to the LEMAA of the notice of termination.
- b. To the extent that a Signatory Public Agency incurs an obligation under this LEMAA prior to the expiration of the ninety (90) day notice of termination period, nothing contained in this section shall be interpreted to mean that that Signatory Public Agency should not meet its obligation under this LEMAA. Termination is automatically effective upon the expiration of the ninety (90) day period without further action by any party.

6. Non-Member Affiliates

- a. Definition of Status – A non-member affiliate of ILEAS is an incorporeal entity, which is not a public agency, but which has been vested with police powers by the State of Illinois, and which:
 1. would be eligible to request or provide law enforcement mutual aid, and;
 2. has agreed with ILEAS, under the provisions of this LEMAA, to be a non-member affiliate and abide by the provisions of this Agreement applicable to a non-member affiliates.
- b. Purpose of Non-Member Affiliate Status – While only Public Agencies may enter into this LEMAA and form ILEAS, there exists value to the public agencies forming ILEAS in having non-member affiliates to provide counsel, advice, experience and different points of view with respect to the problems and issues confronted and addressed by the Public Agencies which have formed ILEAS. As well, as situations sometimes call for coordination with entities with

police power which are not Public Agencies, advance cooperation, planning, coordination and sharing with such entities remains valuable to the Signatory Public Agencies forming ILEAS. As well, in situations of emergency or disaster and to the extent permitted by law, law enforcement services may be provided or given by non-member affiliates under agreements approved by the Governing Board of ILEAS.

- c. Participation by Non-Member Affiliate – A non-member affiliate becomes or remains a non-member affiliate at the sole discretion and pleasure of the Governing Board of ILEAS.
- A non-member affiliate may:
 1. send its law enforcement officers to participate in ILEAS-organized training and educational events upon terms and conditions determined by ILEAS;
 2. have its representative agent serve, at the discretion of the President of ILEAS and with the advice and consent of the Governing Board of ILEAS, as an *ex-officio* Governing Board Consultant;
 3. at the discretion of ILEAS, provide advice and counsel to ILEAS relative to a mutual aid situation.
 4. to the extent permitted by law:
 - (a) and under terms and conditions to be determined by the Governing Board of ILEAS, enter into agreements permitting peace officers of a non-member affiliate to provide law enforcement services, in an emergency or disaster, to Signatory Public Agencies and utilize ILEAS coordination services.
 - (b) and under terms and conditions to be determined by the Governing Board of ILEAS, enter into agreements permitting Signatory Public Agencies to provide law enforcement services, in an emergency or disaster, to the non-member affiliate and utilize ILEAS coordination services.
 - A non-member affiliate, or its representative(s) may not:
 1. represent to any third party or the public at large that it is a “member” of ILEAS or a Signatory Public Agency of ILEAS;

2. bind ILEAS, or any of the Signatory Public Agencies to this LEMAA, to any form of an agreement of any sort or kind;
 3. disclose to any third party or the public at large:
 - (a) the discussions to which its representatives may be privy at any Governing Board meeting,
 - (b) any documents, strategems or other planning activities associated with the business or activities of ILEAS or its Signatory Public Agencies,
 - (c) any information deemed by ILEAS or its Signatory Public Agencies as confidential in nature, with the presumption that, if the information was learned at any meeting or assemblage of ILEAS Directors, Officers or Signatory Party representatives, the information should be deemed confidential.
- A non-member affiliate shall:
 1. to the extent that it participates in ILEAS events, maintain liability insurance with a Best's rated A- or better insurance company or a self insurance trust fund in the face or indemnity amount of at least one million dollars (\$1,000,000.00) which would provide, *inter alia*, liability coverage for any activities in which the non-member affiliate might engage.
 2. advise any individual, who will be representing the non-member affiliate, of the terms and conditions of non-member affiliate status and direct that individual to act consistently with those terms and conditions.
 3. to the extent determined by the Governing Board of ILEAS, pay appropriate dues for a non-member affiliate.
 - d. Evidence of Participation as Non-Member Affiliate – Upon the endorsement of approval by the President of ILEAS' Governing Board of an application for non-member affiliate status, the incorporeal entity applying for non-member affiliate with ILEAS shall become a non-member affiliate with ILEAS.
 1. The granting of non-member affiliate status with ILEAS may be revoked at any time and for such reasons as the Governing Board sees fit in its sole discretion and choice.

2. Nothing associated with the granting of a status as a non-member affiliate shall be deemed to create a partnership, joint venture, or any other legal combination of entities, including but not limited to, any principal/agent status by or between the non-member affiliate and either ILEAS or a Signatory Public Agency.

7. Additional Provisions

- a. Application of Law and Venue Provisions - This LEMAA shall be governed by, and interpreted and construed under, the laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this Agreement or the construction or interpretation of this Agreement shall be in a state court in Springfield, Illinois.
- b. Compliance with Laws - All Signatory Public Agencies to this LEMAA agree to comply with all federal, state, county and local laws and ordinances as well as all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Signatory Public Agencies' respective performances of the provisions of this LEMAA.
- c. Lack of Waiver - Acceptance of partial performance or continued performance after breach of this LEMAA shall not be construed to be a waiver of any such breach.
- d. Status of a Signatory Public Agency – Nothing contained within this LEMAA shall be deemed to create, or be interpreted to intend to create, a joint venture, partnership or any other sort of legal association or combination of entities as between the Signatory Public Agencies to this LEMAA or as between ILEAS and any Signatory Public Agency to this LEMAA. Each Signatory Public Agency to this LEMAA is acting in its own individual capacity and not as the agent of any other Public Agency which is created by this or any other counterpart copy of this LEMAA or which is a Signatory Public Agency to this LEMAA.
- e. Involuntary Termination of Participation in ILEAS – Under terms and conditions established by the Board of Governors of ILEAS, a Signatory Public Agency may have its participation in this LEMAA involuntarily terminated. The terms and conditions shall describe those situations where such involuntary termination may occur and

the process to be followed to make the determination as to whether involuntary termination shall occur.

- f. Immunities - With respect to ILEAS and each and every Signatory Public Agency to this LEMAA, becoming a Signatory Public Agency to this LEMAA or performance under the terms of this LEMAA shall not be deemed to waive any governmental immunity or defense to which the Signatory Public Agency or ILEAS would otherwise be entitled under statute or common law in the absence of this LEMAA.
- g. No Third Party Beneficiary -This LEMAA is not intended nor expected to confer upon or entitle any person or entity, other than ILEAS and the Signatory Public Agencies to this LEMAA, any information, benefits, advantages, rights or remedies. It is expressly understood and agreed that enforcement of the terms and conditions of this LEMAA, and all rights of action relating to such enforcement, shall be strictly reserved to ILEAS and the Signatory Public Agencies to this LEMAA and nothing contained in this LEMAA shall give or allow any claim or right of action by any other or third person or entity (including, but not limited to, members of the general public) based on this LEMAA. It is the express intention of ILEAS and the Signatory Public Agencies to this LEMAA that any person or entity (other than ILEAS and the Signatory Public Agencies to this LEMAA) who may be deemed to receive services or benefits under this LEMAA shall be deemed to be only an incidental beneficiary to this LEMAA.
- h. Paragraph Headings - The captions and headings used in this LEMAA are only for convenience of reference and the organization of this LEMAA and shall not be construed as expanding, defining or limiting the terms and provisions in this LEMAA.
- i. Severability - If any part, term, or provision of this LEMAA is held by the courts to be invalid, unenforceable, contrary to law or in conflict with any of the laws of the State of Illinois, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties to this LEMAA shall be construed and enforced as if the LEMAA did not contain the particular part, term, or provision held to be invalid, unenforceable, contrary to law or in conflict with any law of the State of Illinois.

- j. Parol Evidence and Prior Mutual Aid Agreements - This LEMAA constitutes the entire agreement between the Signatory Public Agencies concerning this LEMAA's subject matter, whether or not written, and may not be modified except as otherwise provided herein.
- As between Signatory Public Agencies, this LEMAA supersedes, in its entirety, the Prior Mutual Aid Agreement concerning its subject matter.
 - As between Signatory Public Agencies to this LEMAA and Prior Signatory Public Agencies who have not executed this LEMAA, this LEMAA does not supersede the Prior Mutual Aid Agreement.
 - Nothing contained herein shall be deemed to affect other Mutual Aid agreements that a Signatory Public Agency to this LEMAA may have executed.
- k. Amendments – As it may be desirable, from time to time, to amend this LEMAA, this subsection shall govern that process. In the event that one or more signatory public agencies wishes to propose an amendment to this LEMAA, such signatory public agency(ies) shall communicate the proposed amendment to the Governing Board in the form of a resolution as to which there can be a vote for the resolution or against the resolution. No resolution may come to a vote unless at least ten (10) then-current signatory public agencies (including the signatory public agency(ies) proposing the amendment) endorse their written desire to have a vote on the resolution. In not less than 30 days nor more than 180 days after receipt of the proposed amendment with the requisite minimum of ten (10) endorsements, the Board shall communicate the proposed amendment to all then-current signatory public agencies to the LEMAA together with the date and time by which the signatory public agency must cast its vote for or against the resolution. Each then-current signatory public agency is entitled to one vote. The vote of the signatory public agency should be sent to whomever is the Executive Director at the time of the cutoff for receipt of the votes and such votes may be sent by letter, fax or email but may not be communicated orally (in person or by telephone). The sender assumes all risk that the communication of the vote will not be received in time so early voting is encouraged. The cutoff date and time for the vote to be received by the Executive Director must

not be sooner than fourteen 14 days after the Board has sent out its communication that an amendment has been proposed. The Executive Director shall be the sole individual to determine if the vote was received in a timely fashion in order to be counted and all votes shall be tallied within one day after the date when the voting was terminated. The resolution shall carry if the votes in favor of the amendment constitute greater than fifty percent (50%) of the total votes cast and shall fail if the votes against the amendment constitute less than or equal to fifty percent (50%) of the total votes cast. If the resolution carries, unless the resolution, by its terms, provides for a later date when it would be effective, the amendment is effective upon the determination by vote tally that the resolution carried. As soon as reasonably possible after the results of the voting have been determined, the Executive Director shall communicate the results of the voting to all then-current signatory public agencies.

- I. Notices - Notices concerning the withdrawal of a Signatory Public Agency from the terms and conditions of this LEMAA under Section 5 of this LEMAA shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802. Notice of any alleged or actual violations of the terms or conditions of this LEMAA shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802 and each other Signatory Public Agency to this LEMAA who is alleged to have committed the alleged or actual violation of the terms or conditions of this LEMAA.
- m. Counterparts - This LEMAA may be, and is anticipated to be, executed in counterparts, each of which shall be deemed to be an original of this LEMAA.

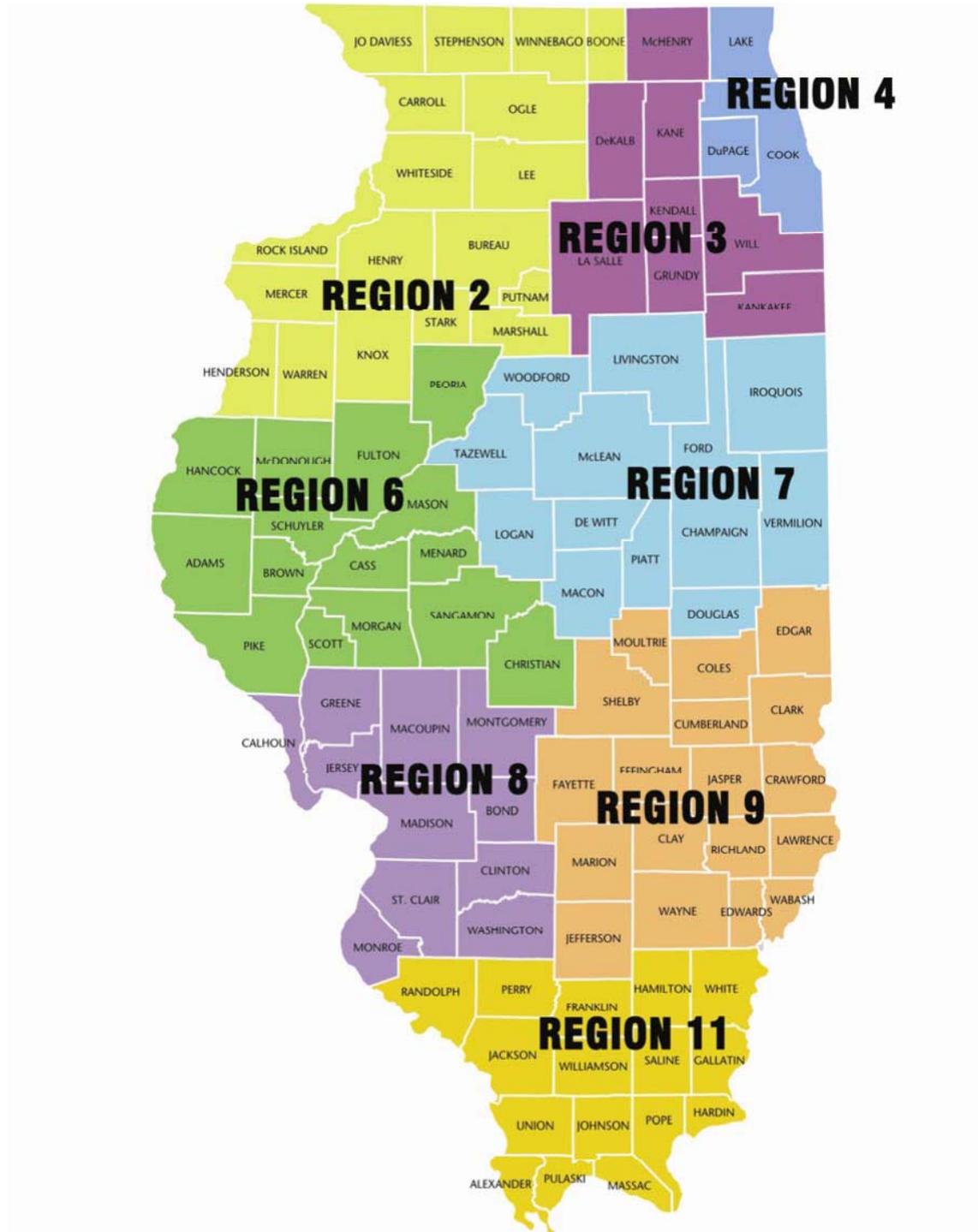
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Exhibit A

- William Smith, Captain, Illinois State Police
- Wayne Gulliford, Deputy Chief, Chicago Police Dept
- Steve Georgas, Deputy Chief, Chicago Police Dept
- Eric Smith, Chief of Police, Sherman, Illinois
- Tom Schneider, Sheriff, Macon County, Illinois
- David Snyders, Sheriff, Stephenson County, Illinois
- Victor Moreno, Chief of Police, East Moline, Illinois
- Thomas Roman, Chief of Police, Waubensee Community College
- Roger Scott, Sheriff, DeKalb County, Illinois
- Steve Neubauer, Chief of Police, Tinley Park, Illinois
- John Zaruba, Sheriff, DuPage County, Illinois
- Mike McCoy, Sheriff, Peoria County, Illinois
- Brian Fengel, Chief of Police, Bartonville, Illinois
- Don Volk, Chief of Police, Washington, Illinois
- Derek Hagen, Sheriff, Iroquois County, Illinois
- Richard Miller, Chief of Police, Granite City, Illinois
- Jim Vazzi, Sheriff, Montgomery County, Illinois
- Andrew Hires, Sheriff, Richland County, Illinois
- Bill Ackman, Chief of Police, Robinson, Illinois
- Jody O'Guinn, Chief of Police, Carbondale, Illinois
- Keith Brown, Sheriff, Saline County, Illinois

or their respective successors per this LEMAA

Exhibit B



**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: PATRICK J. ROLLINS, CHIEF OF POLICE
SUBJECT: RESOLUTION: AUTHORIZING THE EXECUTION OF A LAW ENFORCEMENT MUTUAL AID AGREEMENT AND THE EXISTENCE AND FORMATION OF THE ILLINOIS ALARM SYSTEM BY INTERGOVERNMENTAL COOPERATION
AGENDA: MAY 6, 2014 BOARD MEETING
DATE: MAY 1, 2014

ISSUE

Should the Village authorize and enter into an Intergovernmental Agreement with ILEAS the law enforcement mutual aid cooperation throughout the State of Illinois.

DISCUSSION

The Village of Sugar Grove has been a member of the Illinois Law Enforcement Alarm System for the past ten years since the original IGA was signed. Over 900 law enforcement agencies across the State are partnered through this agreement to assist agencies when the need arises. Over the past ten years, protocols have evolved and adapted in law enforcement along with the need to share resources and equipment. The governing board for ILEAS has been working on a new IGA with all member agencies over the past couple of years to better strengthen the language of the agreement and recognize ILEAS as a public agency represented by a 21 member Governing Board.

Should the Board desire a paper copy of the agreement, please see the Village Clerk. The agreement is available on the website.

COST

Anticipated costs for attorney are under \$300.

RECOMMENDATION

That the Village Board approve the Resolution # PD20140506, Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and

Formation of the Illinois Alarm System by Intergovernmental Cooperation, Subject to Attorney Review

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: EXTINGUISHMENT OF EASEMENT APPROVAL
AGENDA: MAY 6, 2014 VILLAGE BOARD MEETING
DATE: MAY 2, 2014

ISSUE

Shall the Village Board approve the extinguishment (vacation) of a public utility easement on Sugar Grove Center Lot 10.

DISCUSSION

The Village Board's approval of the PUD amendment and final development plan for Sugar Grove Center Lot 10 (Ace Hardware) included a number of conditions of approval, including vacating a portion of a 30-foot wide utility easement on the lot that would be occupied by the Ace Hardware building. The Applicant has obtained the approvals of each utility company and now seeks the Village's approval of the plat and recording the document.

COSTS

There are no costs associated with the requested action.

RECOMMENDATION

That the Village Board approve the extinguishment of easement plat.



Extinguishment of Easement

Prepared by
 Mark D. Dascal
 Land Surveyor, Illinois
 License No. 000000000

1

S u g a r

3373.58

20' Drainage & Utility Easement (Doc. 90K60327)

Portion of
 10' Drainage & Utility Easement (Doc. 90K60326)
 Extinguished Hereby

G R O V E

10 C e n t e r

1
 82.982
 397.342
 12.722

20' Drainage & Utility Easement (Doc. 90K60326)

258.82
 S0°11'56"W

C a p i t o l — D r i v e

20' Drainage & Utility Easement (Doc. 90K60326)
 130.30
 S87°29'37"W

G a t e r a — B o t t l e r a d

State of Illinois } S.S.
 County of Kane

This is to certify that the undersigned, representing the Chairman of DuPage County, Illinois, County Board, has received from the Village of Sugar Grove Corporate Center Unit 1, recorded as Document 90K60327, a sum of \$10,000.00, which is the amount of the most delinquent taxes on being the same, together with the most delinquent interest on being the same, for the east 20' feet thereof of the Drainage & Utility Easement premises of Lot 10 of Sugar Grove Center in the Village of Sugar Grove, Kane County, Illinois. The undersigned do hereby acknowledge and adopt the annexed Extinguishment under the style and title between shown.

For: The Village of Sugar Grove

by: _____
 (Village President)

Agent: _____
 (Village Clerk)

Approved: _____
 (Village Engineer)

For: Commonwealth Edison Company

by: _____
 (Title)

For: Northern Illinois Gas Company

by: _____
 (Title)

For: AT & T

by: _____
 (Title)

For: MMC Illinois, LLC

by: _____
 (Title)

Extinguishment of Easement

Prepared by
 Mark D. Dascal



Civil R. Skindler & Associates
 Civil Engineers P.C.
 24 South Board Street, Normal, Illinois 61764-0844
 Phone: 618-423-1200
 Fax: 618-423-1201

Professional
 Land Surveyor
 License No. 000000000

Scale: 1"=100'
 Date: 11/14/13
 Title: 1

Sheet
 1 of 1



Resolution # 20140506PW1

RESOLUTION AUTHORIZING ACCEPTANCE OF WATER METER SETTLEMENT AND ADDITIONAL METER PURCHASE FROM SEVERN_TRENT

WHEREAS, the Village is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution; and

WHEREAS, the Village has been presented with a Water Meter Settlement and Purchase Agreement from Severn-Trent; and

WHEREAS, it is in the Village’s best interest to accept the proposed settlement and purchase agreement; and

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees that the Village Board hereby accepts said Settlement and Purchase Agreement, and that the Village President and Village Clerk hereby authorized the Director of Public Works to execute acceptance 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 6th day of May, 2014.

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

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

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

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this "**Agreement**") is entered into by the following parties, on the 6th day of May 2014

(a) The Village of Sugar Grove ("**The Authority**");

(b) Severn Trent Metering Services Limited ("**STMS**");

(c) Elster Metering Limited whose registered address is at Precision House, Arden Road, Alcester, Warwickshire, B49 6HN United Kingdom, with company registration number 873781 ("**Elster**");

(together the "**Parties**" and individually a "**Party**"). Mid American Water Inc. , as defined below, and Elster are also together referred to as the "Other Parties").

BACKGROUND

- 1) STMS was in the business of supplying water meters. Elster purchased this business from STMS under a sale agreement (the "**Sale Agreement**"), under which STMS' contractual relationship with Mid American Water Inc (MAW) as a distributor was assigned to Elster. STMS agreed under the Sale Agreement to retain contractual liability for all Meters (as defined below) prior to 8th May, 2009.
- 2) Elster has agreed, in accordance with the terms of the Sale Agreement, to supply any replacement meters necessary to satisfy STMS' contractual warranty obligations to MAW in respect of the Meters.
- 3) MAW was one of STMS's distributors of meters and MAW sold Meters (as defined below) to The Authority.
- 4) The Authority has, over the course of a number of years, purchased in excess of 3400 water meters from MAW (the "**Meters**"), each of which had a ten year replacement warranty (the "**Warranty Obligations**"), in accordance with the terms of the relevant agreement between MAW and The Authority ("**Meters Sale/Purchase Agreement**").
- 5) The Authority has experienced some failures of the Meters and STMS as the original supplier of the Meters has paid for the replacement by Elster of a number

of them in satisfaction of the Warranty Obligations. As at the date of this Agreement Elster has supplied directly to The Authority 1300 replacements for failed Meters and a further 20 (twenty) are due to be delivered by Elster directly to The Authority.

- 6) The Parties no longer desire for any failing Meters to be replaced but instead wish to terminate the Meters Sale/Purchase Agreement and to terminate the relationship with each other pursuant to the terms set forth herein.
- 7) STMS and Elster are seeking release from the Warranty Obligations to provide new replacement meters for Meters that may fail during their remaining warranty period, and furthermore desire to settle all warranty claims and future warranty claims under the Meters Sale/Purchase Agreement pursuant to the terms set forth herein.
- 8) NOW, THEREFORE, STMS, The Authority and Elster wish to be released from their respective obligations and liabilities to each other which arise under or relate to the Meters Sale/Purchase Agreement including but not limited to the Warranty Obligations, and each Party agrees for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to such release. Intending to be legally bound hereby, the Parties hereby agree as follows:

AGREED TERMS

1. Scope and Obligations
 - 1.1 The Parties agree that the purpose of this Agreement is to record the terms of a negotiated compromise between the Parties.
 - 1.2 STMS shall pay to The Authority, the total sum of **\$64375** including taxes (if any) (the "**Settlement Payment**") as provided in this section 1.2. The Settlement Payment shall be paid by bank transfer payable to "The Village of Sugar Grove " not later than 30 business days after the Effective Date.
 - 1.3 Elster shall deliver to The Authority the remaining 20 (twenty) meters in replacement for the failed Meters purchased by The Authority from MAW, together with a further 275 meters requested by Sugar Grove. The 275 requested meters shall be warranted by Elster until April 2015. The meters shall be transferred from Elsters "warranty stock" held at Sugar Grove, on the completion of this agreement.
 - 1.4 In consideration of the Settlement Payment and the delivery of the above referenced 20 (twenty) replacement meters and 275 (two hundred and

seventy five) requested meters, The Authority shall release each of STMS, MAW and Elster from any and all obligations and liabilities any or each of them may have (whether jointly or severally) related to the matters specified in Recitals 5 and 6 (in the section entitled Background above) and any other rights and obligations the Parties may have towards one another under or relating to the Meters Sale/Purchase Agreement, with the exception of the 275 requested meters (set out in clause 1.3 above) which Elster shall warrant until April 2016, in accordance with terms to be agreed separately by Elster and The Authority.

- 1.5 The Parties acknowledge and agree that they are solely responsible for paying their own attorneys' fees and costs that they have incurred and that no Party or its attorney will seek any award of attorneys' fees or costs from any of the other Parties.
- 1.6 The Parties furthermore agree that the Meters Sale/Purchase Agreement shall be terminated on the Effective Date. For the avoidance of doubt, the Parties agree that any and all indemnities, warranties or guarantees related to the Meters Sale/Purchase Agreement shall terminate on the Effective Date. The Parties further agree that they shall have no right of claim for the repair or replacement of the Meters in any circumstances whatsoever from the Effective Date, with exception of the 275 requested meters which Elster shall warrant until April 2016, in accordance with terms to be agreed separately by Elster and The Authority.

2. Release

- 2.1 The Parties, on behalf of themselves, their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns, and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them ("**Associated Parties**"), and each of them, hereby release and discharge each other, together with their Associated Parties from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, known or unknown, which any Party has, or may have had, against any other Party to this Agreement, whether or not apparent

or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from the matters described in Recitals 5 and 6 (in the section entitled Background above) and/or otherwise arising under or relating to the Meters Sale/Purchase Agreement or any other matter between the Parties and/or any claims under federal, state, or local law, rule or regulation (the "**Claims**"), in consideration of the Settlement Payment.

- 2.2 This Agreement resolves any claim for relief that could have been alleged, no matter how characterized, including, without limitation, compensatory damages, damages for breach of contract, bad faith damages, reliance damages, liquidated damages, damages for humiliation and embarrassment, punitive damages, costs and attorneys fees related to or arising from the failure of the Meters (or any part thereof) delivered and installed by The Authority by STMS and/or the Other Parties and/or any claim which arises against STMS and/or the Other Parties as a result of the Warranty Obligations owed to The Authority by STMS, MAW and/or Elster.

3. No Outstanding or Known Future Claims/Causes of Action.

Each Party affirms that it has not filed with any governmental agency or court any type of action or report against any other Party, and currently knows of no existing act or omission by any other Party that may constitute a claim or liability excluded from the release in paragraph 2 above.

4. Acknowledgment of Settlement.

- 4.1 The Parties, as broadly described above, acknowledge that (i) the consideration set forth in this Agreement, which includes, but is not limited to, the Settlement Payment, is in full and final settlement of all Claims of whatsoever kind or character that they have, or may ever have had, against any other Party, in respect of Recitals 5 and 6 (in the section entitled Background above) and/or otherwise arising under or relating to the Meters Sale/Purchase Agreement for the Second Consignment and (ii) by signing this Agreement, and accepting the consideration provided herein and the benefits of it, they are giving up forever any right to seek further monetary or other relief from any other Party for the matters described in Recitals 5 and 6 (in the section entitled Background above) and/or otherwise arising under or relating to the Meters Sale/Purchase Agreement for the Second Consignment ("the Dispute").

- 4.2 Each Party agrees with each of the other Parties that it will not bring or commence any proceedings whatsoever in any jurisdiction against any of the other Parties and MAW arising out of or in any way connected with the Claims

save for the purposes of enforcing its rights under this Agreement or in relation to the Dispute.

5. No Admission of Liability.

The Parties acknowledge that the Settlement Payment was agreed upon as a compromise and final settlement of all disputed claims and that payment of the Settlement Payment is not, and may not be construed as, an admission of liability by STMS and is not to be construed as an admission that STMS engaged in any wrongful, tortious or unlawful activity. STMS specifically disclaims and denies (a) any liability to the Authority or the Other Parties and (b) engaging in any wrongful, tortious or unlawful activity.

6. Non-Confidentiality of Agreement.

The Parties expressly understand and agree that (a) this Agreement shall be approved by The Authority at a Public Meeting of its Board and its terms shall necessarily be disclosed, and (b) this Agreement and its contents (including, but not limited to, the fact of payment and the amounts to be paid hereunder) are public records that are subject to disclosure under the Illinois Freedom of Information Act.

7. Agreement is Legally Binding

7.1 The Parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective successors, assigns, executors, administrators, heirs and estates. Moreover, the Associated Parties persons and entities referred to in clause 2 above, but not a Party, are third party beneficiaries of this Agreement.

7.2 The Parties shall deliver or cause to be delivered such instruments and other documents at such times and places as are reasonably necessary or desirable, and shall take any other action reasonably requested by another Party for the purpose of putting this Agreement into effect.

8. Entire Agreement.

The recitals set forth at the beginning of this Agreement are incorporated by reference and made a part of this Agreement. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Furthermore, no modification of this

Agreement shall be binding unless in writing and signed by each of the Parties hereto.

9. New or Different Facts: No Effect.

Except as provided herein, this Agreement shall be, and remain, in effect despite any alleged breach of this Agreement or the discovery or existence of any new or additional fact, or any fact different from that which any Party now knows or believes to be true.

10. Interpretation.

The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation. Moreover, this Agreement shall not be construed against either The Authority or the author or drafter of the Agreement.

11. Governing Law and Choice of Forum.

This Agreement is made and entered into within and shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Illinois, without regard to the principles of conflicts of laws. Any action to enforce this Agreement shall be brought only in Kane County Illinois.

12. Reliance on Own Counsel.

In entering into this Agreement, the Parties acknowledge that they have relied upon the legal advice of their respective attorneys, who are the attorneys of their own choosing, that such terms are fully understood and voluntarily accepted by them, and that, other than the consideration set forth herein, no promises or representations of any kind have been made to them by any other Party. The Parties represent and acknowledge that in executing this Agreement they did not rely, and have not relied, upon any representation or statement, whether oral or written, made by any other Party or by any other Party's agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement or otherwise.

12. Counterparts.

This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Authority to Execute Agreement.

By signing below, each Party warrants and represents that the person signing this Agreement on its behalf has authority to bind that Party and that the Party's execution of this Agreement is not in violation of any By-law, Covenants and/or other restrictions placed upon them by their respective entities.

14. Effective Date.

The terms of the Agreement will be effective on the date of this Agreement. (the "**Effective Date**").

IN WITNESS WHEREOF, and intending to be legally bound, each of the Parties hereto has caused this Agreement to be executed as of the date(s) set forth below.

ATTEST:

Cynthia Galbreath, Clerk

P. Sean Michels, President Village of
Sugar Grove.
Dated: May 6, 2015

Signed as a Director for
And on behalf of **Severn
Trent Metering Services
Limited**

for STMS
Title: _____
Dated: _____

ATTEST:

for ELSTER
Title: _____
Dated: _____

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT AND BOARD OF TRUSTEES
FROM: TONY SPECIALE, DIRECTOR OF PUBLIC WORKS
BRAD MERKEL, UTILITIES SUPERVISOR
SUBJECT: RESOLUTION: WATER METER WARRANTY SETTLEMENT
AGENDA: MAY 6, 2014 REGULAR BOARD MEETING
DATE: MAY 2, 2014

ISSUE

Should the Village accept the Water Meter Warranty Settlement as offered by Severn-Trent.

DISCUSSION

This was discussed at the April 15, 2014 Committee of the Whole meeting and the Village Board's direction was to accept the settlement subject to attorney review.

After several rounds of negotiations, the Village and Severn-Trent have reached a mutual agreement for a cash buyout of the remaining meters under warranty. The offer is for \$85,000 and would release any remaining warranty for the Severn-Trent meters.

In addition, the Village has the opportunity to purchase additional 275 Elster meters at \$75 each from Severn-Trent. If the Village chooses to purchase the extra meters, the cash value of the settlement would be reduced by the \$20,625 for the purchase. That would leave the settlement value at \$64,375.

Staff recommends accepting the settlement offer from Severn-Trent for \$64,375 and taking advantage of the offer to purchase additional meters at \$75 each.

COST

Miscellaneous legal fees may be attached to the cost of this settlement. Account number 50-59-6301

RECOMMENDATION

The Village Board approve of Resolution # **20140506PW1** authorizing the Director of Public Works to accept the settlement and meter purchase offer from Severn-Trent Subject to Attorney Review.

FAO Stuart Kelly.
Severn Trent plc
Severn Trent Centre,
Coventry,
United Kingdom.
CV1 2LZ

Dear Stuart,

Severn Trent Metering Services Limited ("STMS") and The Village of Sugar Grove (together defined as "the Parties") agree to enter into a Settlement on the basis of the attached agreement, "the Agreement". The purpose of this letter is to provide clarification of the Parties intention under the Agreement and by way of variation to the same, if needed, the parties confirm and agree the following:

1. Sugar Grove agree not to pursue Mid American Water Company, being the company through which Sugar Grove has been supplied the water meters, for any matters which have been settled/resolved under the Agreement. Sugar Grove acknowledges that STMS is relying upon this interpretation of the Agreement; otherwise STMS could be pursued by Mid American Water Company should Sugar Grove pursue Mid American Water Company, for further amounts which relate to the matters settled under the Agreement.
2. Should Sugar Grove pursue a claim against Mid American Water Company in relation to the matters which have been resolved under the Agreement and STMS have to make further payment or incur further costs in any way as a result, Sugar Grove will reimburse STMS its costs and any further amounts paid to Mid American Water Company.
3. The amount in the Agreement which STMS will be liable to pay to Sugar Grove (once signed) is paid in consideration of the release in clause 2 having the legal affect as set out in paragraphs numbered 1 and 2 above.

Regards,

For Village of Sugar Grove.

Bronagh Kennedy
Director
For Severn Trent Metering Services
Limited.



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

ORDINANCE NO. 2014-0506

**AN ORDINANCE GRANTING AN AMENDMENT TO THE
AMERICAN HEARTLAND RESUBDIVISION PUD
ORDINANCE 2012-1030A
IN THE VILLAGE OF SUGAR GROVE**

Adopted by the
Board of Trustees and President
of the Village of Sugar Grove
this 6th day of May, 2014.

Published in Pamphlet Form
by authority of the Board of Trustees
of the Village of Sugar Grove,
Kane County, Illinois
this 6th day of May, 2014.

ORDINANCE NO. 2014-0506

**AN ORDINANCE GRANTING AN AMENDMENT TO THE
AMERICAN HEARTLAND RESUBDIVISION PUD ORDINANCE 2012-1030A**

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, American Heartland Bancshares, Inc., owner of the property legally described in SECTION ONE of this ordinance, has petitioned for a minor amendment to the American Heartland Resubdivision PUD Ordinance 2012-1030A; and,

WHEREAS, the amendment requested is to address condition 3 of Ordinance 2012-1030A regarding the temporary use of an off-site sign; and,

WHEREAS, the Plan Commission has considered this minor amendment at their meeting on April 23, 2014, and the Commission recommended approval; and,

WHEREAS, the Village Board has reviewed this request and has deemed that the approval of the amendment as stated in SECTION TWO is in compliance with the Comprehensive Plan and all Ordinances of the Village of Sugar Grove.

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

SECTION ONE: LEGAL DESCRIPTION

That the property is legally described in Exhibit A, attached hereto and made a part hereof by this reference.

SECTION TWO: PLANNED DEVELOPMENT

That Exhibit C of the American Heartland Resubdivision PUD Ordinance 2012-1030A is hereby amended as follows:

Condition 22 is hereby repealed and replaced in its entirety to be and to read as provided in Exhibit B, attached hereto and made a part hereof by this reference.

SECTION THREE: REPEALER

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

SECTION FOUR: SEVERABILITY

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

SECTION FIVE: EFFECTIVE DATE

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 6th day of May, 2014.

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

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

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

Exhibit A

Legal Description

LOTS 71 AND 72 IN SUGAR GROVE OFFICE AND INDUSTRIAL CENTER, BEING A SUBDIVISION OF PART OF LOT 3 AND LOT 6 IN SUGAR GROVE CORPORATE CENTER UNIT 2 BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 1992 AS DOCUMENT 92K21953, IN THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

Exhibit B

22. Pursuant to Village Ordinance Section 11-4-8(c) the Village board hereby approves a temporary use and license as follows: The petitioner shall have the right to temporarily (for a period not to exceed **30** months), install their new sign immediately west of the existing sign at the SW corner of IL 47 and Waubonsee Drive. Prior to the temporary placement of the new sign, or before a Certificate of Occupancy is issued for the new facility, the petitioner shall reface the existing non-conforming sign as determined by the Village. The petitioner shall be responsible for restoration upon removal of the temporary sign. Said temporary use shall be documented by the issuance of a permit reciting the above terms.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR
MIKE FERENCAK, VILLAGE PLANNER
SUBJECT: ORDINANCE: MINOR AMENDMENT TO THE AMERICAN HEARTLAND
RESUBDIVISION PLANNED UNIT DEVELOPMENT (PUD)
AGENDA: MAY 6, 2014 VILLAGE BOARD MEETING
DATE: APRIL 24, 2014

ISSUE

Shall the Village Board approve a minor amendment of the American Heartland Resubdivision PUD.

DISCUSSION

The Village Board previously approved a PUD for American Heartland Bank & Trust (Ordinance No. 2012-1030A) which approval included a condition permitting the temporary use of an off-site sign and a specific date for the use of the temporary sign to end. The temporary sign is located off-site at the SWC of Waubensee Drive and IL 47 and is intended to be relocated to the new bank location when the new bank opens in 2015.

Due to factors beyond the control of the applicant, construction of the new bank facility has been delayed meaning the anticipated occupancy will occur after the date set for removing the temporary sign in the Ordinance 2012-1030A. The Applicant is requesting the deadline for removing the temporary sign be extended an additional 12 months to April 30, 2015.

COSTS

All costs associated with the requested action are borne by the Applicant.

ATTACHMENTS

1. Ordinance No. 2012-1030A Condition of Approval #22
2. Ordinance approving an Amendment to the American Heartland Resubdivision PUD Ordinance No. 2012-1030A.

RECOMMENDATION

The Planning Commission considered the minor PUD amendment request for extending the deadline for a temporary use and recommended approval of the request.

The Village staff recommends the Village Board approve the minor PUD amendment for the temporary use as requested by American Heartland Bank & Trust.

Existing:

22. Pursuant to Village Ordinance Section 11-4-8(c) the Village board hereby approves a temporary use and license as follows: The petitioner shall have the right to temporarily (for a period not to exceed 18 months), install their new sign immediately west of the existing sign at the SW corner of IL 47 and Waubonsee Drive. Prior to the temporary placement of the new sign, or before a Certificate of Occupancy is issued for the new facility, the petitioner shall reface the existing non-conforming sign as determined by the Village. The petitioner shall be responsible for restoration upon removal of the temporary sign. Said temporary use shall be documented by the issuance of a permit reciting the above terms.

Proposed:

22. Pursuant to Village Ordinance Section 11-4-8(c) the Village board hereby approves a temporary use and license as follows: The petitioner shall have the right to temporarily (for a period not to exceed **30** months), install their new sign immediately west of the existing sign at the SW corner of IL 47 and Waubonsee Drive. Prior to the temporary placement of the new sign, or before a Certificate of Occupancy is issued for the new facility, the petitioner shall reface the existing non-conforming sign as determined by the Village. The petitioner shall be responsible for restoration upon removal of the temporary sign. Said temporary use shall be documented by the issuance of a permit reciting the above terms.

RESOLUTION NO 20140506A

Setting the Number of Liquor Classes for the 2014-2015 Licensing Year

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

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

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

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

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

	CLASS	ANNUAL FEE	#	ESTABLISHMENT
A	TAVERN	\$1,900.00	0	
B	PACKAGE LIQUOR	\$1,250.00	7	Aldi, Amoco, Embassy, Jewel / Osco Village Liquor, Phillips 66, Walgreens
C	TEMPORARY LICENSE	\$ 50.00	0	
D	CLUB LICENSE	\$ 750.00	1	American Legion
E	RESTAURANT	\$1,450.00	2	Open Range Roundup Sports Bar
L	RESTAURANT w/ TAVERN	\$1,850.00	1	Fireside
F	BEER AND WINE RESTAURANT	\$1,950.00	0	
G	GOLF COURSE	\$ 900.00	1	Open Range
H	HOTEL	\$2,200.00	0	
J	SPECIALTY BASKET LICENSE	\$ 575.00	0	
K	CATERING LICENSE	\$1,150.00	0	
M	FARMERS MARKET LICENSE	\$200.00	0	
N	PRIVATE COUNTY CLUB	\$2,400.00	1	Rich Harvest
O	TEMPORARY GOVERNMENTAL SPECIAL EVENTS	\$ 50.00	0	
P	WINE & BEER SPECIALTY SHOP	\$1,200.00	0	
TP	TASTING PERMIT	\$200.00	1	Village Liquor

PASSED AND APPROVED, by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on the 6th day of May, 2014.

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

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

Attest: _____
Cynthia L. Galbreath, Village Clerk

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: CYNTHIA L. GALBREATH, VILLAGE CLERK
SUBJECT: APPROVAL: TASTING PERMIT – VILLAGE LIQUOR
RESOLUTION: SETTING THE NUMBER OF LIQUOR CLASSES
AGENDA: MAY 6, 2014 CONSENT AGENDA
DATE: MAY 2, 2014

ISSUE

Should the Village of Sugar Grove approve a Tasting Permit.

DISCUSSION

Village Code allows for product tastings of liquor and wine as a promotional event on a weekly basis for a period not to exceed two (2) consecutive days each week for establishments that hold a Package, Club, Specialty Basket, or Wine and Beer Specialty Shop liquor license.

A request was received for annual licensing for liquor tasting events by Village Liquors. The application for a tasting permit was received with the annual application for their package license. However, at that time the dates the tastings would be held were not known.

As a calendar of events is required the applicant asked for that portion to be put on hold until such time the details had been worked through. The applicant has submitted a letter indicating that tasting days would be on Fridays and Saturdays through the fiscal year. The fee has also been received.

COSTS

There are no costs associated with the approval of a tasting permit.

RECOMMENDATION

That the President and the Board of Trustees acting in their capacity as the Liquor Commissioner and Commission approve a tasting permit for Village Liquors.

And

That the President and the Board of Trustees by consensus adopts Resolution 20140506A, A Resolution Setting Liquor Classes and Fees.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR
MIKE FERENCAK, VILLAGE PLANNER
SUBJECT: DISCUSSION: REQUESTS FOR TEXT AMENDMENT, REZONING,
PRELIMINARY AND FINAL PLAT, PRELIMINARY PUD, FINAL PUD AND
SPECIAL USE FOR A SENIOR APARTMENT BUILDING PLANNED
ALONG GALENA BOULEVARD WEST OF DIVISION DRIVE
AGENDA: MAY 6, 2014 COMMITTEE OF THE WHOLE MEETING
DATE: MAY 2, 2014

ISSUE

Should the Village Board consider:

- amending the text of the Zoning Ordinance to add “Senior apartment buildings” as a Special Use in the B-3 Regional Business District;
- rezoning a portion of the subject property to B-3 Regional Business District;
- approving a Preliminary / Final Plat of three lots for Senior Housing Resubdivision;
- approving a Preliminary PUD for two of the proposed lots; and,
- approving a Final PUD and Special Use for one of the proposed lots for a senior apartment building located along the north side of Galena Boulevard, west of Division Drive.

DISCUSSION

The applicant, Sugar Grove Seniors LP, has submitted requests to allow development of a 60-unit, 3-story apartment building for seniors. The building would utilize the Low Income Housing Tax Credit (LIHTC) program funding established under the U.S. Tax Reform Act of 1986 and administered by the Illinois Housing Development Authority (IHDA).

Over the last months staff prepared a new Senior Residential District amendment to the Zoning Ordinance to accommodate this project. The Senior Residential District was tabled at the April 15, 2014 meeting so staff could finalize the draft. As the text amendment is not finalized and the developer needs to meet a certain timeline with IHDA, this development is proposed to move forward with zoning in the B-3 Regional Business District. The northern

portion of the property is already zoned B-3 and only the southern portion of the proposed Lot 1 is requested to be rezoned to B-3. A Text Amendment to add “senior apartment buildings” as a Special Use in the B-3 district is also requested. It will also be necessary to define the term “senior apartment building”.

The applicant requests approval of a combined Preliminary / Final Plat to create a three-lot subdivision. Lot 1 would be 4.97 acres and include the senior apartment building. Lot 2 would be 1.03 acres and would be intended to keep an existing farmed wetland on land separate from the senior apartment building. Lot 3 would be unbuildable. Lot 3 would be the remaining 24.21 acres of the overall property and would be a placeholder lot that would need to be subdivided in the future to be buildable. The request includes deviations.

The applicant requests approval of a Preliminary PUD for Lots 1 and 2, and concurrent approval of a Final PUD for Lot 1, including deviations. The applicant also requests a Special Use for a senior apartment building on Lot 1.

The proposed rezoning to B-3 district is consistent with the Comprehensive Plan designation of Corridor Commercial. However, the proposed high density residential use was not a contemplated use in the land use designation. The prevailing opinion is this use would benefit from the proposed location near services seniors could utilize.

REQUEST

The specific requests are as follows:

1. Text Amendment to add “senior apartment building” as a Special Use in the B-3 Regional Business District and define the term “senior apartment building” in the Definitions, pursuant to Section 11-13-11 of the Sugar Grove Zoning Ordinance.
2. Rezoning the (south) eastern 402.68 feet of the property from A-1 Agricultural District to B-3 Regional Business District, pursuant to Section 11-13-11 of the Sugar Grove Zoning Ordinance.
3. Preliminary Planned Unit Development (PUD) for two lots (6.00 acres) of the proposed resubdivision, pursuant to Section 11-11 of the Sugar Grove Zoning Ordinance.
4. Final Planned Unit Development (PUD) for development of Lot 1 (4.97 acres) of the proposed subdivision as a senior apartment building, pursuant to the Preliminary PUD to-be-created, including deviations as specified in the recommendation.
5. Preliminary and Final Plat to create Senior Housing Resubdivision, a proposed 30.21 acre, three lot subdivision, from two existing lots and two existing parcels, pursuant to Section 12-4-3 and 12-4-5 of the Sugar Grove Subdivision Ordinance, including deviations as specified in the recommendation.

A public hearing was held on the requests at the April 23, 2014 Planning Commission meeting. There was some public comment from owners of residences on Park Avenue in the neighboring Windsor West subdivision. Their questions were answered at the meeting and, overall, the public seemed satisfied with the responses.

Staff made a recommendation for approval of all requests with 50 conditions to the Planning Commission at the April 23, 2014 meeting (please see attached Planning Commission staff report and memo). The Planning Commission recommended approval of the requests, subject to the proposed conditions of approval as amended by the Planning Commission.

Revised plans were prepared by the applicant to address the conditions of approval. It is expected the applicant will continue to address the conditions prior to Village Board approval.

Following is a highlight of the primary deviations requested and the key outstanding issues:

- The creation of Lot 2 presents issues other than the basic Subdivision Ordinance variances requested. The potential outcomes as to ownership and maintenance need to be determined. A landscape plan will be needed. An SSA will need to be established that covers Lot 1 and Lot 2.
- The parking deviation requested makes sense in that the parking provided will be sufficient for the site. It is consistent with the amount required under the proposed Senior Residential District. If more parking is needed, a landbanked parking area is provided and can provide enough spaces to meet the full requirement.
- Deviations are requested to reduce the required trees and shrubs along the north property line and the northern parts of the east and west property lines (adjacent the wetlands) from a total of 41 trees and 122 shrubs to 0 trees and 0 shrubs (other than clusters of trees provided around the detention area). No deviations from the landscape requirements at the front of the site are requested.
- Deviations are requested to allow vinyl siding which is not allowed by the Zoning Ordinance, or recommended in the Route 47 Development Manual, and fiber cement siding which is recommended only as an accent material in the Route 47 Development Manual. The ARRG has reviewed the building elevations and proposed building materials and their minor changes have been incorporated into the plans.
- A revised Plat of Resubdivision will be provided prior to Village Board approval. Many items remain to be addressed in the Plat.

- The off-site Grants of Easement will need to be prepared and signed by the property owner to the east. The applicant has been communicating with the owner of the neighboring property.
- The Village Engineer has not yet provided a review of the plans.
- Require construction of a sidewalk along the north side of Galena Boulevard between the subject property and Division Drive (Walgreens). A recapture agreement should be established for this off-site improvement.
- The Village's natural area consultant has not yet provided a review of the pond plantings, seed mixes, etc.

ATTACHMENTS

The following items are attached for your information:

1. Staff Report to the April 23, 2014 Plan Commission
2. Staff's Recommendation Memo for the Plan Commission
3. Staff's Revised Recommendation Memo dated May 2, 2014
4. Site Plan and Landscape Plan last revised April 30, 2014 and revised Sign, Photometric, Building Elevation, and Floor Plans (not dated)

COSTS

All costs associated with the review of this proposal will be paid for by the petitioner.

RECOMMENDATION

That the Board discuss the text amendment, rezoning, preliminary / final plat, preliminary PUD, final PUD, and Special Use requests and provide feedback to staff in preparation for a vote at the May 20, 2014 regular meeting.

Memorandum

Date: May 2, 2014

To: Village Board

From: Mike Ferencak, Village Planner

CC: Walter Magdziarz, Community Development Director

Re: Senior Housing Resubdivision Recommendation

Staff recommends approval of the Rezoning of the eastern 402.68 feet of the property from A-1 Agricultural District to B-3 Regional Business District, pursuant to Section 11-13-11 of the Sugar Grove Zoning Ordinance.

Staff recommends approval of the Text Amendment to add “senior apartment building” as a Special Use in the B-3 Regional Business District and define the term “senior apartment building” in the Definitions as “an apartment building where at least one member of the household is a person 55 years of age or older and no member of the household is a person 18 years of age and under”, pursuant to Section 11-11 of the Sugar Grove Zoning Ordinance.

Staff recommends approval of the Preliminary PUD for Lots 1 and 2 of the proposed resubdivision, Final PUD for Lot 1 of the proposed resubdivision, and Special Use for Lot 1 of the proposed resubdivision as a senior apartment building, pursuant to Section 11-11 of the Sugar Grove Zoning Ordinance and this Preliminary PUD, including deviations from various Zoning Ordinance requirements, subject to the following conditions:

Permanent conditions

1. The Preliminary PUD, Final PUD and Special Use shall substantially conform to:
 - a. the Site / Engineering / Plat / Landscape / Signage / Lighting / Floor / Building Elevation Plan Set, titled “Senior Living” and “Senior Housing Resubdivision”, by Craig R. Knoche & Associates, Sheets C0.1 to C7.5 and 1 of 2, dated February 18, 2014, last revised April 30, 2014 and January 26, 2014, titled “Final Landscape Plan” by Landtech Design, Ltd., Sheets L1-L4, dated February 17, 2014, last revised April 30, 2014, and titled “Monument Sign Plan”, “Site Photometric Plan”, “Floor Plan” and “Elevation Plan” by Cordogan Clark & Associates, no sheet numbers, not dated;

except as such plans will be revised to address the reviews and conform to Village codes and ordinances and the conditions below.
2. That variances from the Subdivision Ordinance are granted for Lot 2 for not abutting a publicly dedicated street, not meeting the lot width requirement of 100 feet, not providing the required 75’ wide access for open space, and not providing water main to the lot.

3. That a deviation is granted to reduce the parking spaces provided from ninety (90) required to sixty-nine (69) provided, a reduction of twenty-one (21) parking spaces.
4. That a deviation is granted to reduce the minimum pavement setback for the shared drive aisle along the east property line from ten (10) feet minimum to zero (0) feet, a reduction of ten (10) feet.
5. That a deviation is granted to reduce the rear buffer landscape requirement from eight (8) trees and twenty-three (23) shrubs to zero (0) trees and zero (0) shrubs.
6. That a deviation is granted to reduce the east side buffer landscape requirement north of a 240' setback from Galena Boulevard from nineteen (19) trees and fifty-eight (58) shrubs to zero (0) trees and zero (0) shrubs.
7. That a deviation is granted to reduce the west side buffer requirement north of a 240' setback from Galena Boulevard from fourteen (14) trees and forty-one (41) shrubs to zero (0) trees and zero (0) shrubs.
8. That a deviation is granted to allow vinyl siding.
9. That a deviation is granted to allow fiber cement siding.
10. That a deviation is granted to allow the site lighting to exceed the maximum 0.5 foot candles at the east property line at the shared drive aisle and shed light on the neighboring parcel.
11. That a variance from the Subdivision Ordinance is granted for Lot 1 for the land / cash requirement. The land / cash requirement is addressed through the unique fee package established by the Village for this project.
12. That the lessor of the building on Lot 1 shall provide all lessees with notification that the building is located within 2,000 feet of the Aurora Airport and that associated noise is to be expected. The Village shall be granted the right to, on an annual basis, check the records of the lessor to see that notification is being made to all lessees during the prior year.
13. That either the property owner or the Village may request that the landbanked parking area be improved to parking spaces at any future date if either is aware of a parking problem on the site.

At the time of establishment of the SR Senior Residential District

14. That Lots 1 and 2 are rezoned to the SR Senior Residential District.

Prior to building permit issuance on Lot 1

15. That all Building Division comments shall be addressed prior to or during the building permit review.

16. That a backup Special Service Area is established for Lots 1 and 2.

Prior to Village Board review

General

17. That potential outcomes as to ownership and maintenance of Lot 2 are determined.

Plat of Resubdivision

18. That the Plat of Resubdivision is revised to include Lot 3 extending west to Municipal Drive. Lot 3 shall be labeled as unbuildable until future resubdivision. Lot 3 shall include a dedication of Municipal Drive and related grant of easement as directed by staff. Lot 3 and Lot 1 shall include extinguishment of the 15' drainage and utility easement that currently exists. Lot 2 shall be labeled as unbuildable and include easements for access and maintenance. Lot 1 shall include a minimum 20' ingress / egress easement for Lot 2 in place of the 15' easement shown and it shall be located out of the way of planned buffer landscaping and any hills or other obstructions. The plat shall include all necessary easements, easement provisions and signature blocks as directed by staff. The Plat of Resubdivision is to be reviewed and recorded by staff prior to issuance of a building permit on Lot 1.

Off-site Grant of Easement/s

19. That a Grant of Easement/s is/are prepared by the applicant for the 50' public utility & ingress / egress easement and the 40' public utility easement on the property to the east of Lot 1. The Grant of Easement/s are to be reviewed and recorded by staff prior to issuance of a building permit on Lot 1.

All Plans

20. That all HVAC or utility equipment on the roof, building walls, or ground shall be shown on the plans and shown screened.

Site / Engineering Plans

21. That the site plan is updated to include all future easements shown on the plat and that the 20' ingress / egress easement for Lot 2 is shifted west to avoid conflicts with planned landscaping.

22. That the required parking ratio is added to the site plan. The applicant may include additional handicap accessible parking spaces if desired. If so, an equivalent number of regular parking spaces shall be included in the plan elsewhere.

23. That all drive aisles are revised to 26' in width, except where they connect to neighboring properties where they shall be 24' in width.

24. That bicycle path ramps, curbs, and pavement for cross-access to the east on the parcel east of Lot 1 is added and shown on the plans for installation with the development of Lot 1.
25. That a review of the plans is provided by the Village engineer.
26. That all water supply comments including fire hydrants, looping, and separate taps are addressed in the plans as directed by the Village engineer.
27. That the building's downspouts where near sidewalks shall be tied in to the storm sewer system.
28. That the plans are revised to show signs located at the east and west property lines and across Galena Boulevard which read "This property is planned for commercial development".
29. That curb ramp details are updated to the new IDOT standard (with returns) and that the accessible parking sign detail is added to the plans.
30. That a sidewalk parallel to and in the north right-of-way of Galena Boulevard, extending from Lot 1 to Division Drive, is shown on the plans and installed with development of Lot 1. A recapture agreement may be set up for this.

Landscape Plans

31. That the landscaping planned for Lot 2 be shown.
32. That groundcover shown on the landscape plan in front of the building, other than mulch beds, shall be agreed to by the applicant and staff with the general intention to be compatible with future commercial development along Galena Boulevard.
33. That pond plantings and seed mixes shall be reviewed by the Village's natural area consultant.
34. That the landscape plan shall identify the species of individual groups of plants and call out their numbers in those groups. Sizes of all plants shall also be identified on the plan and remain subject to review. These items shall be addressed.
35. That Fire Department connections on the building shall be identified on the landscape plan and landscaping planned to avoid conflicts.
36. That the air condenser and landscape configuration at the southeast corner of the building is reviewed closer for better screening alternatives.

Site Lighting Plans (also, please incorporate the updated site plan)

37. That the site lighting plans are revised to show the revised parking lot design and show how lighting would be provided for the landbanked parking in the future if necessary.

38. That the pole elevation is revised to show the pole color as dark bronze. Specification sheets for all site lighting shall be provided and site lighting shall remain subject to review.

Memorandum

Date: April 21, 2014

To: Plan Commission
Staff

From: Mike Ferencak, Village Planner

CC: Walter Magdziarz, Community Development Director

Re: April 23, 2014 Meeting – Senior Housing Resubdivision

Following is the staff recommendation for the Senior Housing Resubdivision development:

Staff recommends approval of the Rezoning of the eastern 402.68 feet of the property from A-1 Agricultural District to B-3 Regional Business District, pursuant to Section 11-13-11 of the Sugar Grove Zoning Ordinance.

Staff recommends approval of the Text Amendment to add “senior apartment building” as a Special Use in the B-3 Regional Business District and define the term “senior” in the Definitions as “a person 55 years of age or older”, pursuant to Section 11-11 of the Sugar Grove Zoning Ordinance.

Staff recommends approval of the Preliminary PUD for Lots 1 and 2 of the proposed resubdivision, Final PUD for Lots 1 and 2 of the proposed resubdivision, and Special Use for Lot 1 of the proposed resubdivision as a senior apartment building, pursuant to Section 11-11 of the Sugar Grove Zoning Ordinance and this Preliminary PUD, including deviations from various Zoning Ordinance requirements, subject to the following conditions:

1. The Preliminary PUD, Final PUD and Special Use shall substantially conform to:
 - a. the Site / Engineering / Plat / Landscape / Signage / Lighting / Floor / Building Elevation Plan Set, titled “Senior Living” and “Senior Housing Resubdivision”, by Craig R. Knoche & Associates, Sheets C0.1 to C7.5 and 1 of 2, dated February 18, 2014 and January 26, 2014, titled “Final Landscape Plan” by Landtech Design, Ltd., Sheets L1-L4, dated February 17, 2014, and titled “Monument Sign Plan”, “Site Photometric Plan”, “Floor Plan” and “Elevation Plan” by Cordogan Clark & Associates, no sheet numbers, some dated February 18, 2014;

except as such plans will be revised to address the reviews and conform to Village codes and ordinances and the conditions below.

2. That the plat of resubdivision is revised to include Lot 3 extending west to Municipal Drive. Lot 3 shall be labeled as unbuildable until future resubdivision. Lot 3 shall include a dedication of Municipal Drive and grant of easement as directed by staff. Lot 2 shall be labeled as unbuildable. Lot 1 shall include a blanket ingress / egress easement for Lot 2 in

place of the 15' easement shown. The plat shall include all necessary easements, easement provisions and signature blocks as directed by staff.

3. That the site plan is updated to include all future easements shown on the plat.
4. That the complete lot coverage information for Lot 1 is added to the site plan.
5. That ownership and maintenance of Lot 2 is determined prior to Village Board approval.
6. That deviations are granted for Lot 2 for not abutting a public street, not meeting the lot width requirement, not providing the required access for open space, and not providing water main to the lot.
7. That an Extinguishment of Easement is prepared for the 15' drainage and utility easement across Lot 1 and Lot 3.
8. That a Grant of Easement is prepared for the 50' public utility & ingress / egress easement and the 40' public utility easement on the property to the east of Lot 1.
9. That the property lines and building walls are dimensioned on all plans.
10. That the actual building and pavement setbacks are added to the site plan tying the building and pavement to the property lines.
11. That a deviation is granted to allow sixty-nine (69) parking spaces in place of the required ninety (90) parking spaces.
12. That the required parking ratio and resulting parking count required are added to the site plan and that the count of handicap accessible parking spaces is corrected to be four (4) required and four (4) provided.
13. That the 25' drive aisle is increased to 26', the 30' wide drive aisle is reduced to no less than 24', and all the drive aisles shall generally have a consistent width and be shown on all plans.
14. That a deviation is granted to reduce the minimum pavement setback for the shared drive aisle along the east property line from 10' to 0'.
15. That a tree survey and mitigation plan is prepared for the property to the east of Lot 1 which will be developed with a bicycle path.
16. That a sidewalk is added to the plans for Lot 1 extending from the building doors south (or slightly west and then south) to the planned public sidewalk along Galena Boulevard. The parking lot islands and parking space count shall be retained.
17. That two bicycle racks with details are added to the plans and shown for Lot 1.

18. That the cross-access to the west shown on Lot 1 is stubbed to the west property line at the time of construction of this site.
19. That a Special Accessory Use is hereby approved for a pond in the rear yard of Lot 1.
20. That the landscape plan is revised to show the property lines and to show Lot 2 for Final PUD approval including a deviation to reduce all landscape requirements on Lot 2 to zero (0) trees and zero (0) shrubs.
21. That several more ornamental trees and clusters of shrubs are shown on the landscape plan at the front building foundation on Lot 1.
22. That four (4) trees are added to the landscape plan for Lot 1 for a total of twelve (12) trees in the parking lot islands.
23. That eleven (11) shrubs are added to the landscape plan for Lot 1 for a total fourteen (14) trees and eighty-one (81) shrubs in the front buffer.
24. That two (2) trees and fourteen (14) shrubs are added to the landscape plan for Lot 1 for a total of five (5) trees and fourteen (14) shrubs in the front 240' of the east side buffer.
25. That eight (8) trees and twenty-four (24) shrubs are added to the landscape plan for Lot 1 for a total of eight (8) trees and twenty-four (24) shrubs in the front 240' of the west side buffer.
26. That a deviation is granted to reduce the rear buffer requirement to zero (0) trees and zero (0) shrubs.
27. That a deviation is granted to reduce the east side buffer requirement to zero (0) trees and zero (0) shrubs north of a 240' setback from Galena Boulevard.
28. That a deviation is granted to reduce the west side buffer requirement to zero (0) trees and zero (0) shrubs north of a 240' setback from Galena Boulevard.
29. That additional clusters of trees are added to landscape plan for Lot 1 around the pond.
30. That groundcover shown on the landscape plan in front of the building, other than mulch beds, shall be blue grass to match future commercial development along Galena Boulevard.
31. That pond plantings and seed mixes shall be reviewed by the Village's natural area consultant.
32. That the landscape plan shall identify the species of individual groups of plants and call out their numbers in those groups. Sizes of all plants shall also be identified on the plan and remain subject to review.

33. Fire Department connections on the building shall be identified on the landscape plan and landscaping planned to avoid conflicts.
34. That the air condenser and landscape configuration at the southeast corner of the building is reviewed closer for better screening alternatives.
35. That a deviation is granted to allow vinyl siding.
36. That a deviation is granted to allow fiber cement siding.
37. That the ARRG review comments are addressed in the plans.
38. That the floor plan is revised to show the number of bedrooms for each unit, rather than unit designations.
39. That all HVAC or utility equipment on the roof, building walls, or ground shall be shown on the plans and shown screened.
40. That the ground sign is revised to include a base in full and continuous contact with the ground and that the sign meet all requirements of the Zoning Ordinance.
41. That a deviation is granted to allow the site lighting foot candles to exceed 0.5 at the east property line at the shared drive aisle.
42. That the site lighting plans are revised to reduce the maximum foot candles to 10.0 or less and distribute the light more evenly on site.
43. That an elevation of the parking lot light poles including base, foundation, height, and color is added to the plans. Height shall be no more than 25' and pole color shall be dark bronze. Specification sheets for all site lighting shall be provided and remain subject to review.
44. The Village engineer shall provide a review of the plans.
45. That all water supply comments including fire hydrants, looping, and separate taps are addressed in the plans.
46. That the building's downspouts shall be tied in to the storm sewer system.
47. That all Building Division comments shall be addressed prior to or during the building permit review.
48. That staff provides recommendations to the Village Board regarding a variance for the land / cash requirement and soundproofing of the building.

49. That the plans are revised to show signs located at the east and west property lines and across Galena Boulevard which read “This property is planned for commercial development”.
50. That curb ramp details are updated to the new IDOT standard (with returns) and that the accessible parking sign detail is added to the plans.

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

GENERAL CASEFILE INFORMATION

Commission Meeting Date: April 23, 2014

Petition Number: 13-004

Project Name: Senior Housing Resubdivision

Petitioner: Sugar Grove Seniors LP

Request/s:

1. Rezoning the eastern 402.68 feet of the property from A-1 Agricultural District to B-3 Regional Business District, pursuant to Section 11-13-11 of the Sugar Grove Zoning Ordinance.
2. Text Amendment to add “senior apartment building” as a Special Use in the B-3 Regional Business District and define the term “senior” in the Definitions, pursuant to Section 11-11 of the Sugar Grove Zoning Ordinance.
3. Preliminary PUD for two lots (6.00 acres) of the proposed resubdivision, pursuant to Section 11-11 of the Sugar Grove Zoning Ordinance.
4. Final PUD and Special Use for development of Lot 1 (4.97 acres) of the proposed resubdivision as a senior apartment building, pursuant to the Preliminary PUD to-be-created, including deviations from various Zoning Ordinance requirements.
5. Preliminary and Final Plat to create Senior Housing Resubdivision, a proposed 30.21 acre, three-lot subdivision, from two existing lot and two existing parcels, pursuant to Sections 12-4-3 and 12-4-5 of the Sugar Grove Subdivision Ordinance, including variances from various Subdivision Ordinance requirements.

Location: Along the north side of Galena Boulevard from 451 feet west of Division Drive to 2,506 feet west of Division Drive

Parcel Number(s): 14-16-153-010
14-16-179-008
14-16-300-010

14-16-300-011

Size: Proposed Lot 1: 216,496 square feet or 4.97 acres
Proposed Lot 2: 44,967 square feet or 1.03 acres
Proposed Lot 3: 1,054,503 square feet or 24.19 acres

Street Frontage: Proposed Lot 1:
403 feet along Galena Boulevard
Proposed Lot 2:
No street frontage
Proposed Lot 3:
848 feet along Galena Boulevard

Current Zoning: Northern 424 feet: B-3 Regional Business District
Southern 222 feet: A-1 Agricultural District

Contiguous Zoning: NORTH: R-3 Medium Density Residential District
SOUTH: (across Galena Boulevard) A-1 Agricultural District
EAST: B-3 Regional Business District
WEST: A-1 Agricultural District and unincorporated Kane
County F Farming District

Current Land Use: Agricultural

Contiguous Land Use: NORTH: Windsor West HOA common property
SOUTH: (across Galena Boulevard) Agricultural
EAST: Agricultural
WEST: Aurora Airport

Comp Plan Designation: Corridor Commercial

Exhibits: Rezoning Application
Preliminary / Final PUD & Special Use Application
Responses to Standards and Statement for Rezoning and
Special Use
Public Notice
Publication confirmation (applicant to bring to meeting)
Mailing confirmation (applicant to bring to meeting)
Public Hearing Sign photo
Preliminary Plat Checklist (available in CD Dept.)
Final Plat & Imp. Plat Checklist (available in CD Dept.)
Ownership Information and Authorization
Plan Set:
Preliminary / Final Site and Engineering Plans dated
February 18, 2014
Preliminary / Final Plat dated January 26, 2014

Plat of Survey dated November 29, 2012
Preliminary / Final Landscape Plan for Lot 1 dated February
17, 2014
Preliminary / Final Photometric Plan for Lot 1 not dated
Preliminary / Final Sign Plan for Lot 1 not dated
Preliminary / Final Floor and Elevation Plans for Lot 1 not
dated

CHARACTER OF THE AREA

The character of the area is agricultural in transition to commercial with residential to the north.

DEVELOPMENT PROPOSAL

The Planning Commission will consider requests for:

1. Rezoning the eastern 402.68 feet of the property from A-1 Agricultural District to B-3 Regional Business District, pursuant to Section 11-13-11 of the Sugar Grove Zoning Ordinance.
2. Text Amendment to add “senior apartment building” as a Special Use in the B-3 Regional Business District and define the term “senior” in the Definitions, pursuant to Section 11-11 of the Sugar Grove Zoning Ordinance.
3. Preliminary PUD for two lots (6.00 acres) of the proposed resubdivision, pursuant to Section 11-11 of the Sugar Grove Zoning Ordinance.
4. Final PUD and Special Use for development of Lot 1 (4.97 acres) of the proposed resubdivision as a senior apartment building, pursuant to the Preliminary PUD to-be-created, including deviations from various Zoning Ordinance requirements.
5. Preliminary and Final Plat to create Senior Housing Resubdivision, a proposed 30.21 acre, three-lot subdivision, from two existing lots and two existing parcels, pursuant to Sections 12-4-3 and 12-4-5 of the Sugar Grove Subdivision Ordinance, including variances from various Subdivision Ordinance requirements.

HISTORY

The applicant, Sugar Grove Seniors LP, would like to construct a senior apartment building, utilizing the Federal Low Income Housing Tax Credit program, on land along the north side of Galena Boulevard, about 451 feet west of Division Drive. The entire property is about 30.21 acres and extends west to Municipal Drive.

The applicant is planning to subdivide the entire property into three lots called Senior Housing Resubdivision. Lot 1 would be for the senior apartment building. Lot 2 would be to separate an existing wetland from the proposed Lot 1 and would not be buildable. Lot 3 would be a large lot;

the remainder of the overall site. Lot 3 would require resubdivision in the future to be buildable. The entire property currently consists of two lots zoned B-3 at the north (these were originally part of the Windsor West subdivision) and two parcels zoned A-1 at the south (these are part of an older annexation of farmland in this area). The portion of the proposed Lot 1 which is currently zoned A-1 is requested to be rezoned to B-3.

A Preliminary PUD is requested for the proposed Lots 1 and 2. The applicant requests a Text Amendment to add “senior apartment buildings” as a Special Use in the B-3 District. A Final PUD and Special Use are then requested for Lot 1 to develop the senior apartment building.

The earliest discussions between staff and the applicant on this project were in late November 2012. The first concept plan was generated at that time as well. The Low Income Housing Tax Credit program is administered by the Illinois Housing and Development Authority (IHDA). The applicant received their authority to continue under the program from IHDA in late 2013. The applicant has been preparing since then for review by the Village. The Village provided concept plan review comments on February 17, 2014.

The formal submittal was generally completed April 7, 2014. An Architectural Review and Resource Group (ARRG) meeting was held on April 16, 2014. The Plan Commission will be reviewing the same plans that were reviewed by the ARRG.

The Zoning Ordinance requires that Village Board action is need for concurrent Preliminary and Final PUD review. The Village Board will review that request on May 6, 2014.

Though the SR Senior Residential District draft is mostly complete, staff has tabled that item at the Village Board for the time being. Therefore, this property is proceeding with B-3 zoning at this time. An alternate public notice for rezoning this property to the future SR Senior Residential District was also published for tonight’s Plan Commission meeting. Staff will ask the Plan Commission to continue that public hearing to a meeting in May.

COMPREHENSIVE PLAN RECOMMENDATIONS

The Comprehensive Plan designates the site as "Corridor Commercial". The Comprehensive Plan does not provide any policy regarding specific uses allowed in various districts of the Zoning Ordinance. The proposed use would be considered commercial by zoning it within the B-3 Regional Business District with a Special Use.

Contiguous properties to the south, east, and west are designated Corridor Commercial. Contiguous property to the north is designated Multi-Family Residential. The proposed development may be compatible with surrounding uses.

ZONING ORDINANCE FINDINGS OF FACT

Note: The italicized portions in the Findings of Fact item/s below constitute staff’s suggestions on the various required findings. The Plan Commission should remember that they are free to depart from these suggestions and adopt their own if they so desire.

1. Findings of Fact (Rezoning) – Several standards must be met in order to grant a Rezoning or Map Amendment. These standards, and the status of each, are detailed below. The Planning Commission must determine that:

- a. The amendment promotes the public health, safety, comfort, convenience, and general welfare of the Village, and complies with the policies and comprehensive land use plan and other official plans of the Village.

The Rezoning to B-3 would be consistent with the Comprehensive Plan as the site is shown as Corridor Commercial. However, as a residential use in the area planned for commercial, it would not be entirely consistent. It would promote the public health, safety, comfort, convenience, and general welfare of the Village by providing convenience to health care, banking, and shopping for future senior residents.

- b. The trend of development in the area of the subject property is consistent with the requested amendment.

The requested amendment to B-3 is consistent with the trend of development in the area as commercial, however this would be a residential use.

- c. The requested zoning permits uses which are more suitable than the uses permitted under the existing zoning classification.

Based on the trend of development in the area, the proposed zoning classification is more suitable than its present classification as partially A-1.

- d. The amendment, if granted, will not alter the essential character of the neighborhood, and will not be a substantial detriment to adjacent property.

The proposed rezoning would not alter the essential character of the neighborhood as the rezoning would be to B-3. However, the use would slightly alter the boundary line between the residential and commercial transition.

2. Findings of Fact (Text Amendment) – A standard must be met in order to grant a Text Amendment. This standard and its status, are detailed below. The Planning Commission must determine that:

- a. The text amendment relates to the Comprehensive Land Use Plan, or otherwise promotes the public health, safety, and general welfare of the Village.

The text amendment does relate to the Comprehensive Plan in that it would promote the controlled locating of senior apartments in areas where they would accommodate needs of the senior population.

3. Findings of Fact (Special Use) - Several standards must be met in order to grant a Special Use. These standards, and the status of each, are detailed below. The Planning Commission must determine that the Special Use:

- a. Will be harmonious with and in accordance with the general objectives of the Comprehensive Land Use Plan and/or this zoning ordinance.

The proposed development is not entirely consistent with the land use objectives of the Comprehensive Plan, but would provide housing opportunities for an underserved market. The proposed use would be compatible with surrounding uses. With the Text Amendment, the B-3 zoning would permit senior apartment buildings as a Special Use.

- b. Will be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity, and that such use will not alter the essential character of the same area.

As mentioned earlier, the proposed development would shift the transition line between commercial and residential uses. As this building would not be primarily masonry like the commercial buildings, but would be primarily siding like many residential buildings, that difference could be noticeable along Galena Boulevard. However, the project has some characteristics of commercial development, such as a parking lot.

- c. Will not be hazardous or disturbing to existing or future neighborhood uses.

The proposed use should not be hazardous or disturbing to existing or future neighboring uses.

- d. Will be adequately served by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water, sewers and schools, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services.

The site is or will be adequately served by standard public facilities near the center of the Village.

- e. Will not create excessive additional requirements at public cost for public facilities and services, and will not be detrimental to the economic welfare of the Village.

The use should not create excessive additional public cost. The use should be beneficial to the economic welfare of the Village and will generate revenue in the form of property tax.

- f. Will not involve uses, activities, processes, materials, equipment and/or conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.

The use is residential and will not produce excessive traffic, noise, smoke, fumes, glare, or odors.

- g. Will have vehicular approaches to the property which shall be so designed as to not create an undue interference with traffic on surrounding public streets or highways.

The only vehicular access to the site would be from Galena Boulevard. The vehicular approach will not create undue traffic interference on surrounding streets.

- h. Will not increase the potential for flood damage to adjacent property, or require additional public expense for flood protection, rescue or relief.

The storm water management requirements would be met and therefore there would be no increased potential for flood damage.

- i. Will not result in the destruction, loss or damage of natural, scenic or historic features of major importance to the Village.

There are no existing natural, scenic, or historic features on the site. There is a wetland on the proposed Lot 2.

4. Findings of Fact (PUD) – The Planning Commission’s statement of findings of fact for the Preliminary PUD and Final PUD shall also specify in what respects the proposal would, or would not be in the public interest, and shall, at a minimum, address:

- a. The extent to which the proposed planned unit development departs from the zoning and subdivision regulations otherwise applicable to the subject property, including, but not limited to, density, setbacks, lot area, bulk and use, and the reasons why such departures are, or are not in the public interest.

The proposed senior apartment building would meet all requirements listed above in the B-3 District.

- b. The extent to which the proposed planned unit development meets the requirements and standards of the planned unit development regulations, and the reasons why such departures are, or are not deemed to be in the public interest.

Any departures from the regulations are noted in the Evaluation section below.

- c. The physical design of the proposed planned unit development, and the manner in which said design does, or does not:
 - a. Make adequate provision for public services;
 - b. Provide adequate control over vehicular traffic;
 - c. Provide for and protect designated open space; and
 - d. Furnish the amenities of light and air, recreation and visual enjoyment.

All utilities and other public services would be provided for. All vehicular traffic would be from Galena Boulevard. Approximately 65% of Lot 1 would be green space. The building is positioned to not block light and air to other properties.

- d. Compatibility of the proposed planned unit development with adjacent properties and neighborhoods.

The proposed development would be compatible with surrounding properties with appropriate aesthetic controls.

- e. The desirability of the proposed planned unit development, or lack thereof, for the Village's tax base and economic well being.

The proposed development will be beneficial to the economic welfare of the Village and will generate revenue and benefits in the form of property tax with a minor burden on public services.

- f. The adequacy of the methods by which the proposed planned unit development:
 - a. Provides control over pedestrian and vehicular traffic;
 - b. Makes provision of landscaping and open space;
 - c. Provides adequate parking, loading and lighting; and
 - d. Furnishes the amenities of light, air, and visual enjoyment.

The configuration of the plan provides sufficient control over pedestrian and vehicular traffic. The plan provides plenty of open space, but some improvements to the landscape plan are necessary. Adequate parking and loading are provided in the plan, but some improvements to the lighting plan are necessary. Light and air will not be impeded with the proposed plan. The building would be mostly fiber-cement and vinyl siding. The site would be landscaped to meet the front yard requirements, while the applicant proposes deviations for the rear and large portions of the side yard requirements.

- g. Compatibility with the comprehensive plan and the goals and policies for planning within the Village.

The proposed development is not entirely consistent with the land use objectives of the Comprehensive Plan, but would provide housing opportunities for the senior population, which is also a Comprehensive Plan goal.

EVALUATION

Generally, this development is required to conform to the Village of Sugar Grove Zoning Ordinance, including the requirements of the B-3 Regional Business District. The following evaluation is based on the Zoning Ordinance requirements, Comprehensive Plan guidelines, and the staff and ARRG review.

1. Land Use / General – The land use would be a Special Use in the B-3 Regional Business District with approval of the proposed Text Amendment.

2. Existing Conditions – Existing natural, scenic, or historic features will not be impacted.

3. Lots, Easements & Buildings –

Lots and On-Site Easements

Please note that the Plat of Resubdivision included in the packet does not show Lot 3, which would extend west to Municipal Drive. The Plat will need to be revised to show this. Lot 3 would be restricted so that it is unbuildable without future resubdivision.

Only Lot 1 would be developed at this time. The maximum allowed lot coverage is 70%. The lot coverage would be 35% (as provided by the applicant's engineer). The pavement, sidewalk, and bicycle path coverage data will need to be added to the plan. Currently, the plan only shows the building coverage.

Lot 2 would be entirely a Stormwater Management Easement. The Plat will need to be revised to show easement provisions and signature blocks, including provisions for the Stormwater Management Easement. It will also need to state the lot is unbuildable. It is not clear to staff how ownership and maintenance of Lot 2 would be addressed. Staff is working on this with the applicant.

Lot 2 also requires Subdivision Ordinance **variances** for not abutting a public street, lot width, access to open space, and water main provision. Staff supports these deviations as they are a function of the type of lot that Lot 2 is proposed as.

The 15' Drainage and Utility Easement across Lot 1 and Lot 3 will need to be extinguished. Part of Municipal Drive will need to be dedicated and a related easement will need to be granted with this Plat as well.

Drainage and Utility Easements may need to be established around the perimeter of Lot 1. The 15' Ingress and Egress Easement across Lot 1 to Lot 2 should be removed and replaced with a blanket easement across the property. And all easements should match between the Plat and Site Plan.

Off-Site Easements

A Grant of Easement will be needed to establish the proposed 50' Public Utility & Ingress / Egress Easement shown on the Site Plan for the property to the east, as well as the proposed 40' Public Utility Easement shown on the Utility Plan for the property to the east. The 50' Easement is for the bike path that would be constructed with this project on the neighboring owner's property. The 40' Easement is for the sanitary line that would be extended to this property from Division Drive across the neighboring owner's property.

Buildings

The building height would be 34'8" and meets the maximum building height of three (3) stories or thirty-five feet (35'), whichever is lower.

On the Site Plan, the property lines and building walls should be dimensioned.

4. Building Setbacks – The required building setbacks have been met and are shown correctly on the plan. The actual setback distances should be added to the plan tying the building to the lot.

5. Parking / Loading / Islands / Drive Aisles – The parking requirement for senior citizen housing per the Zoning Ordinance is 1.5 parking spaces per dwelling unit. There are 60 dwelling units proposed so the parking requirement is 90 spaces. The plan shows 69 parking spaces, including 4 accessible spaces. This would be a **deviation** of twenty-one (21) parking spaces. Staff supports this deviation based on further research into the needs of parking for this type of user. It is consistent with the planned SR Senior Residential District requirement.

Any further parking spaces which may be lost due to revisions to accommodate a sidewalk through the parking lot should be made up with additional spaces at the southeast portion of the parking area.

The parking ratio and requirement need to be added to the Site Plan. Also, the plan states that 7 handicapped accessible parking spaces are required, but that should be revised to state 4.

One (1) required loading space is shown on the plan at the east side of the building.

During the concept review period, the plan was revised to include an appropriate number of parking islands.

The drive aisles are shown at varying widths. The requirement is 24' minimum, except the aisle next to the building which must be 26' minimum due to Fire District requirements. The aisle next to the building is shown as 25' and will need to be revised to 26'. The short aisle at the west is shown as 23' and will need to be revised to at least 24'. The drive aisle closest to Galena Boulevard is shown as 30' and this is excessive – wider than some streets. The 30' drive aisle should be reduced to not less than 24'. Staff would encourage a consistent drive aisle width.

Staff will have the Village Engineer review whether the shared drive aisle should temporarily have a rounded curb to help guide incoming traffic, rather than the perpendicular curbs.

6. Pavement Setbacks – The required pavement setbacks have been met and are shown correctly on the plan, with the exception that the pavement at the east extends to the property line to reach the shared Galena Boulevard access. Staff supports this **deviation** as it reduces the number of curb cuts along Galena Boulevard. The actual setback distances should be added.

7. Sidewalk / Path Access – Proposed is a public sidewalk along Galena Boulevard, a public bicycle path on the neighboring owner's property which connects the Windsor West bicycle path to the Galena Boulevard bicycle path, a sidewalk from the building doors to the bicycle path, and other on-site paths at the rear of the site.

The bicycle path on the neighboring owner's property may require some tree mitigation. Staff requests that a sidewalk be added to the plan connecting the building doors to the public

sidewalk for a more direct route for those walking west. This will require some minor adjustment to the parking lot and islands.

Staff requests that two bicycle racks (including detail) be added to the plans.

8. Street Access / Traffic Study – Vehicular access to the site is provided from a pre-cut planned shared drive aisle off Galena Boulevard. Cross-access is also planned to the west. Staff requests that the stub be shown on the plans for installation with construction of this project instead of future construction. No traffic study is necessary with this project.

9. Special Accessory Uses – One Special Accessory Use approval is requested from the Plan Commission for a pond in the rear yard of the site. In the B-3 District, ponds are a special accessory structure. There are no additional restrictions on these.

10. Landscaping – The plan needs to be revised to show the property lines (including dimensions). The property does not end at the pavement's edge.

Foundation Plantings – Foundation plantings are not a requirement in the B-3 District, but nearly all projects have included them. Staff recommends the foundation planting requirement from the M-1 District. This requirement would call for 9 trees and 55 shrubs next to the front foundation of the building. There are 4 trees and 33 shrubs shown on the plan next to the front foundation of the building. However, the applicant has provided an additional 22 trees and 182 shrubs next to the rear and side elevations of the building. Staff requests some of the rear and side plant material be shifted to the front foundation of the building.

Parking Island Trees – There are twelve (12) parking islands on the plan, but only eight (8) trees shown. Four (4) trees will need to be added to the islands. The applicant requested a **deviation** from this requirement, but it is believed the applicant intends to add four trees and meet this requirement avoiding the deviation.

Parkway Trees – Nine (9) parkway trees were installed by the Village with construction of Galena Boulevard in front of this site. No parkway trees are required.

Buffer Trees and Shrubs –

Along the south property line of Lot 1: The length is 403'. The requirement is 13 trees and 81 shrubs. The plan shows 14 trees and 70 shrubs. The plan will need to be revised to show the missing 11 shrubs.

Along the east property line of Lot 1: The length is 723'. The requirement is 24 trees and 72 shrubs for the entire length of the east property line. The applicant requested a **deviation** from this requirement. Staff supports the deviation for the portion of the side yard behind a 240' setback from the front property line as the property line is adjacent to the Windsor West bicycle path lot and the wetland lot of this resubdivision. Also, since a large portion of the planned shared drive aisle is in this location staff would subtract that distance from the requirement as well. This means the length to be landscaped would be further reduced to

143'. With the deviations the requirement is reduced to 5 trees and 14 shrubs. The plan shows 3 trees and 0 shrubs. The plan will need to be revised to show 2 trees and 14 shrubs.

Along the west property line of Lot 1: The length is 649'. The requirement is 22 trees and 65 shrubs for the entire length of the west property line. The applicant requested a **deviation** from this requirement. Staff supports the deviation for the portion of the side yard behind a 240' setback from the front property line as this will be sufficient to provide screening visible from view on Galena Boulevard and will reach as far back as the loading area at the side of the building. This means the length to be landscaped would be reduced to from to 240'. With the deviation, the requirement is reduced to 8 trees and 24 shrubs. The plan shows 0 trees and 0 shrubs. The plan will need to be revised to show 8 trees and 24 shrubs.

Along the north property line of Lot 1: The length is 233'. The requirement is 8 trees and 23 shrubs for the entire length of the north property line. The applicant requested a deviation from this requirement. Staff supports the entire deviation as this property line abuts the Windsor West common open space. With the deviation, the requirement is reduced to 0 trees and 0 shrubs. The plan shows 0 trees and 0 shrubs.

There are some trees provided around the pond that were not counted as buffer trees. Additional trees should be provided in clusters around the pond.

Groundcover in front of the building other than mulch beds should be blue grass to match future commercial development along Galena Boulevard. This area is shown on the plan as "Forb and Annual Mix". The rear of the site can retain the various native mixes planned.

The pond plantings and all seed mixes will need to be reviewed by the Village's natural area consultant.

The Landscape Plan will need to identify the species of individual groups of plants and call out their numbers in those groups. Sizes of all plants will also need to be identified and reviewed.

Fire Department connections on the building should be identified and landscaping planned accordingly to avoid conflicts.

Some of the air condensers at the southeast corner of the building are not screened well. The configuration of the units and landscaping at that corner should be reviewed closer.

11. Architecture – The Building Elevation Plan shows a predominantly fiber cement siding and vinyl siding building with architectural shingle roof. The Zoning Ordinance does not allow vinyl siding in the B-3 District. Also, fiber cement siding is not allowed nor prohibited in the B-3 District (it is not mentioned). The Route 47 Manual guidelines state that vinyl siding should not be allowed and fiber cement siding may be used, but as an accent material. The applicant has requested a **deviation** to allow both the vinyl siding and fiber cement siding.

The Architectural Review and Resource Group was concerned about the minimal percentage of

masonry in the elevation and its lack of conformance with existing and planned commercial structures in the area, but recommended only minor changes such as adding windows to the rear elevation and adding some details to the projecting elevations (the ones which have some masonry and are mostly vinyl siding).

The roof-top equipment is screened by the enclosures at the top of the building.

The floor plan showing the second and third floors needs to be revised to show number of bedrooms in each unit, rather than unit designations.

12. Signage – One ground sign is proposed. It would fit within the non-residential sign section of the Sign Ordinance as that ordinance is written. The proposed sign structure meets the height (10’), width (12’), and area (100 square feet) requirements. The proposed sign face meets the height (5’), width (12’), and area (50 square feet) requirements. The sign will need to be revised to an actual monument sign where the base is in full contact with the ground. The sign may not include a phone number, but may include the business name, type of business, a logo, and the address. The applicant should confirm the sign is not illuminated.

13. Lighting – This is the first development in Sugar Grove proposed with LED parking lot lighting. This lighting should be ok if it meets foot candle requirements. A **deviation** is requested for where foot candles will exceed 0.5 at the property line at the shared drive aisle. Staff supports this deviation. The average foot candle requirement across the parking lot is met. The maximum “hot spot” foot candle requirement of 10.0 under the light poles is not met at 14.2. A **deviation** is requested by the applicant, but it is believed the applicant intends to revise the plan to address this point and avoid the deviation. They may accomplish this by adding two more poles and keeping one lamp per pole, rather than two. An elevation of the parking lot pole including base and foundation needs to be added to the plan. It should specify the height of the pole (25’ max.) and color (dark bronze). Specification sheets for all lighting will also need to be provided.

14. Trash – No trash enclosure is proposed as the trash would be kept inside the building near the loading area at the southwest corner.

15. Engineering – EEI has seen the plans, but has not provided a formal review letter at this time.

16. Water supply – The water main is on the south side of Galena Boulevard, but a line was installed crossing Galena Boulevard when that street was constructed. This site would connect there. The plans show an 8” water line extending from that point west to the west property line. Off the 8” line is a line running to a fire hydrant at the east side of the building and another line running to the west side of the building. That west side line also serves another fire hydrant. The Fire District requires a third fire hydrant at the north side of the building and the water service will likely need to be looped around the building. The Village Engineer will review this closer. Also, the connection to the building will actually need to be separate taps for domestic and fire service lines with the valves located in the public easement.

17. Sanitary sewer – Sanitary sewer service would be provided to the site via an easement across the property to the east. The sanitary line would connect to the line that ends at Galena Boulevard

on the west side of Division Drive and extend west to the west property line. The plans show a service to the southwest corner of the building.

18. Stormwater management – Stormwater lines would be installed to the parking lot and detention basin on this site. The building’s downspouts should be tied in to the storm sewers.

19. Building / Fire / Fox Metro – The Building Division has reviewed the plans and their comments have been incorporated into the various sections of this review, with the exception of the following:

- The building will require rated corridors, stairwells, shafts, units, and auxillary uses.
- If the stove in the community room will commercial in nature, it will require a Type I hood.

The Building Division will review the building plans completely upon building permit submittal.

The Fire District has reviewed the plans and their comment has been incorporated into the water supply section of this review. The Fire District will review the building plans completely upon building permit submittal.

20. Other – The applicant has also requested a Subdivision Ordinance **variance** for the requirement to donate land or cash for park and school sites. Staff will need to review this item further with the Village Attorney to see if it is possible to grant a variance for this. Staff has no specific recommendation to provide the Plan Commission. Recommendations will be provided to the Village Board.

The plan will need to be revised to show signs located at the east and west property lines and across Galena Boulevard which read “This property is planned for commercial development”.

Due to the proposed residential building’s location near Aurora Airport, staff has concerns about the audible environment for residents. At this time, staff has no specific recommendations to provide the Plan Commission. Recommendations will be provided to the Village Board.

The curb ramp details will need to be updated to the new IDOT standard (with returns).

The accessible parking sign detail will need to be added.

PUBLIC RESPONSE

Staff has not received any inquiries from the public regarding this project. A photo of the public hearing sign is attached. Mailing and publication confirmation will need to be provided by the applicant at the meeting.

STAFF RECOMMENDATION

A complete staff recommendation based on the evaluation above will be provided on Monday.