

<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>Kevin Geary Sean Herron Mari Johnson Ted Koch Rick Montalto David Paluch</p>
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**November 3, 2015
Board Meeting
6:00 P.M.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Hearing
 - a. None
5. Appointments and Presentations
 - a. None
6. Public Comment on Items Scheduled for Action
7. Consent Agenda
 - a. Approval: Minutes of the October 20, 2015 Village Board and Meeting
 - b. Approval: Vouchers
 - c. Resolution: Establishing a Base Insurance Plan
8. General Business
 - a. Resolution: Urging Illinois State Leaders to Release Non-General Fund Revenues Payable to Local Governments
 - b. Ordinance: Approving Variances for Size & Materials for an Accessory Building – 1560 Denny Road
 - c. Resolution: Authorizing an Engineering Services Agreement – Denny Road Pavement Overlay Project
 - d. Approval & Announcement: 2015 Proposed Property Tax Levy
 - e. Resolution: Residential Stimulus Program
 - f. Ordinance: Updating the Code Regarding Damage to Property*
9. New Business
 - a. None
10. Reports
 - a. Staff Reports
 - b. Trustee Reports
 - c. Presidents Report
11. Public Comments
12. Airport Report
13. Closed Session: Land Acquisition, Personnel, Litigation
14. Adjournment

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**November 3, 2015
Committee of the Whole
6:30 p.m.**

1. Call to Order
2. Roll Call
3. Public Comment
4. Discussion: Landings Office Park PUD Signage & Landscaping
5. Presentation: Bliss & 47 Intersection Project
6. Discussion: Division Drive Visioning
7. Discussion: 140 S. Municipal Village Hall Costs and Financing
8. Closed Session: Land Acquisition, Personnel, Litigation
9. Adjournment

October 20, 2015
Village of Sugar Grove
6:00 PM

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

Present: President Michels, Trustee Koch, Trustee Herron, Trustee Paluch, Trustee Montalto, Trustee Geary, and Trustee Johnson.

Quorum Established.

Also Present:

Administrator Eichelberger, Clerk Galbreath, Finance Director Chamberlin, Community Development Director Magdziarz, Public Works Director Speciale.

APPOINTMENTS AND PRESENTATIONS

CAFR

Mr. Matt Baran of Lauterbach and Ament presented the CAFR to the Board and pointed out highlights of the audit. He thanked staff for being so helpful during the auditing process. The Board reviewed the audit and thanked staff for being a good watch over budget and Lauterbach for their audit performance.

PUBLIC HEARINGS

None.

PUBLIC COMMENTS ON ITEMS SCHEDULED FOR ACTION

President Michels called for any public comments. Mr. Russ Wendling of Rich's Towing and Auto Service addressed the Board regarding the amended Police Towing ordinance. He stated that 2 approved towing companies have been added to the rotation. Of which one of them he does not have an issue with however the other is from out of town and he would like to see all companies used have to have at the least a yard in Sugar Grove.

The Board discussed the amended ordinance and Mr. Wendling request and ask the Chief look into the possibility of amending to allow only company with yards in Sugar Grove to be approved.

President Michels called for any other comments and as no member of the public stepped forward this portion of the agenda was closed.

CONSENT AGENDA

- a. Approval: Minutes of the October 6, 2015 Village Board and Meeting
- b. Approval: Vouchers
- c. Approval: Treasurer's Report
- d. Proclamation: Pro Bono Week
- e. Resolution: Local Agency Amendment for Construction - Dugan Road LAFO Paving Project
- f. Approval: Acknowledgement and Acceptance of the FY14-15 Comprehensive Annual Finance Report (CAFR)
- g. Resolution: Approving Settlers Ridge to Mallard Point Water Main Engineering Fee Changer Order #1

Trustee Johnson **moved to Approve the Consent Agenda.** Trustee Herron seconded the motion. President Michels then called for a roll call vote.

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

Motion Carried.

GENERAL BUSINESS

Discussion – Curb Replacement with Driveway Permits

Administrator Eichelberger stated that is has come to light that some existing curbs in the Village have incorrect driveway curb cuts. The Board discussed the matter and stated that should a homeowner apply for a new drive and the curb cut was not performed by them but was done the developer the Village staff should replace the curb at the time the drive is replaced.

Discussion – Use of Transferred Funds

Administrator Eichelberger stated that the surplus has been transferred.. There is approximately \$200,000 that can be used for project should the Board desire. The Board discussed the presented items and stated that they would like to see the following:

Financial Software Replacement	\$80,000
Webpage Refresh	\$25,000
Bike Bridge Study	\$5,000
ROW Tree Replacement	\$70,000
Sidewalk Program	\$20,000

The Board also asked that staff contact the owner of the “remax” building to ask them to put in the sidewalk.

NEW BUSINESS

Mr. Mark Bushhouse presented an estimate of costs and the layout of the 140 S. Municipal for use as a Village Hall. He explained the types of material and the use of the rooms. The Board debated and discussed the building and the costs and asked staff to present to the Board how the building would be funded. There was some discussion of the state funds that have been held and the possibility of selling other village owned property.

REPORTS

Community Development Director stated that he is pleased to say that it appears that LA Tan and Dunkin Donuts will be coming to Sugar Grove.

Trustees gave updates on the Chamber and Cornboil activities.

Village President stated that a meeting had been held with business owners and Metronet and went very well.

AIRPORT REPORT

None.

Meeting was adjourned at 8:05 p.m. by motion made by Trustee Paluch seconded by Trustee Herron, all in attendance voted Aye in a Voice Vote.

Respectfully submitted, Cynthia L Galbreath, Clerk

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT MICHELS & BOARD OF TRUSTEES
FROM: FINANCE
SUBJECT: APPROVAL OF VOUCHERS
AGENDA: NOVEMBER 3, 2015 BOARD MEETING
DATE: OCTOBER 30, 2015

ISSUE

Approval of Vouchers

DISCUSSION

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

COST

Vouchers total \$406,577.05 and manual checks total \$254.52

RECOMMENDATION

Approval of vouchers totalling \$406,577.05 and ratification of manual checks totaling \$254.52.

DATE: 10/30/15
TIME: 14:08:30
ID: AP441000.WOW

VILLAGE OF SUGAR GROVE
DETAIL BOARD REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 11/03/2015

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
A0038 AMERICAN FIRST AID SERV, INC							
28722	10/14/15	01	W&S/FIRST AID SUPPLIES PW	50596604		11/03/15	15.70
		02	BM/FIRST AID SUPPLIES PW	01546604			15.70
		03	S&P/FIRST AID SUPPLIES PW	01536604			15.70
						INVOICE TOTAL:	47.10
28723 10/14/15 01 POL/FIRST AID SUPPLIES PD 01516604							
						11/03/15	116.30
						INVOICE TOTAL:	116.30
28949 10/14/15 01 BM/FIRST AID SUPPLIES VH 01546604							
						11/03/15	79.60
						INVOICE TOTAL:	79.60
						VENDOR TOTAL:	243.00
A0165 ALEXANDER CHEMICAL CORP							
SCL10010723	10/07/15	01	W&S/DEPOSIT WELL 10	50606607		11/03/15	-670.00
						INVOICE TOTAL:	-670.00
SLS10038211	10/03/15	01	W&S/CHLORINE WELL 10	50606607		11/03/15	1,710.00
						INVOICE TOTAL:	1,710.00
						VENDOR TOTAL:	1,040.00
A0171 AMERICAN PLANNING ASSOCIATION							
136193-15104	10/15/15	01	CD/AICP MEMBERSHIP	01556608		11/03/15	441.00
						INVOICE TOTAL:	441.00
						VENDOR TOTAL:	441.00
A0184 ASSOCIATED TECHNICAL SERVICES							
26777	10/27/15	01	W&S/TRACING SIGNAL LEADS	50596309		11/03/15	85.00
						INVOICE TOTAL:	85.00
						VENDOR TOTAL:	85.00
A8037 AIRGAS NORTH CENTRAL							

DATE: 10/30/15
TIME: 14:08:30
ID: AP441000.WOW

VILLAGE OF SUGAR GROVE
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 11/03/2015

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

A8037	AIRGAS NORTH CENTRAL						
9930804357	10/30/15	01	W&S/CHEMICALS	50656607		11/03/15	18.60
						INVOICE TOTAL:	18.60
						VENDOR TOTAL:	18.60
A8961	ALTISOURCE SINGLE FAMILY INC						
0270000191-03	10/01/15	01	746 TUDOR CT		** COMMENT **	11/03/15	
0270000191-03	10/01/15	02	W&S/FNL W&S REF-	50001210		11/03/15	106.14
						INVOICE TOTAL:	106.14
0272000430-03	10/01/15	01	230 ST JAMES PARKWAY A		** COMMENT **	11/03/15	
0272000430-03	10/01/15	02	W&S/FNL W&S REF-	50001210		11/03/15	309.59
						INVOICE TOTAL:	309.59
						VENDOR TOTAL:	415.73
B0230	BLUE CROSS & BLUE SHIELD OF IL						
NOVEMBER-15	10/15/15	01	ADM/HEALTH INSURANCE NOV 2015	01506201		11/03/15	2,164.97
		02	POL/HEALTH INSURANCE NOV 2015	01516201			15,358.25
		03	S&P/HEALTH INSURANCE NOV 2015	01536201			3,172.13
		04	BM/HEALTH INSURANCE NOV 2015	01546201			848.63
		05	CD/HEALTH INSURANCE NOV 2015	01556201			3,986.60
		06	FIN/HEALTH INSURANCE NOV 2015	01566201			1,291.89
		07	W&S/HEALTH INSURANCE NOV 2015	50506201			1,933.09
		08	PW/HEALTH INSURANCE NOV 2015	50596201			6,091.38
		09	EMP/EMPLOYEE SHARE NOV 2015	01002180			6,409.14
						INVOICE TOTAL:	41,256.08
						VENDOR TOTAL:	41,256.08
B0255	BURLINGTON NORTHERN SANTA FE						
15101651	10/12/15	01	11/28/15-11/27/16		** COMMENT **	11/03/15	

DATE: 10/30/15
TIME: 14:08:30
ID: AP441000.WOW

VILLAGE OF SUGAR GROVE
DETAIL BOARD REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 11/03/2015

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

B0255	BURLINGTON NORTHERN SANTA FE						
15101651	10/12/15	02	W&S/LEASE 40580248 RAILROADST	50717011		11/03/15	200.00
						INVOICE TOTAL:	200.00
						VENDOR TOTAL:	200.00
B0817	BUILDERS ASPHALT						
16705	10/20/15	01	S&P/HOT MIX ASPHALT 1.41 TONS	01536609		11/03/15	73.32
						INVOICE TOTAL:	73.32
						VENDOR TOTAL:	73.32
C0011	CRYDER ENTERPRISES, INC.						
2030	10/24/15	01	W&S/SANDBLAST, PRIME&PAINT	50596407		11/03/15	4,950.00
		02	TRUCK 202 PARTS	** COMMENT **			
						INVOICE TOTAL:	4,950.00
						VENDOR TOTAL:	4,950.00
C0361	COM ED						
102015N	10/20/15	01	S&P/7090127000LIGHTS9/23-10/19	01536511		11/03/15	62.30
						INVOICE TOTAL:	62.30
						VENDOR TOTAL:	62.30
C0379	CDW GOVERNMENT, INC.						
ZL37829	10/01/15	01	IT/AIR CAP INT ANTENNA	01496307		11/03/15	184.99
		02	ITPW/AIR CAP INT ANTENNA	50496307			185.00
						INVOICE TOTAL:	369.99
ZM	10/27/15	01	IT/ELECTRONIC DISTRIBUTION	01496307		11/03/15	12.50
		02	ITPW/ELECTRONIC DISTRIBUTION	50496307			12.50
		03	SOFTWARE ABOVE EQUIPMENT	** COMMENT **			
						INVOICE TOTAL:	25.00
						VENDOR TOTAL:	394.99

DATE: 10/30/15
TIME: 14:08:30
ID: AP441000.WOW

VILLAGE OF SUGAR GROVE
DETAIL BOARD REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 11/03/2015

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

C0394	CLAESSON JANITORIAL SERVICE						
5592	10/27/15	01	BM/JANITORIAL SERVICES OCT 15	01546406		11/03/15	1,087.50
		02	W&S/JANITORIAL SERVICES OCT 15	50596406			412.50
						INVOICE TOTAL:	1,500.00
						VENDOR TOTAL:	1,500.00
C8038	COMPASS MINERALS AMERICA						
71398448	10/21/15	01	W&S/SALT WELL #10	50606607		11/03/15	2,784.65
						INVOICE TOTAL:	2,784.65
						VENDOR TOTAL:	2,784.65
D0421	DREYER MEDICAL CLINIC						
27801294	09/29/15	01	S&P/IDOT EXAM - BC	01536306		11/03/15	110.00
						INVOICE TOTAL:	110.00
27801295	09/29/15	01	S&P/MEDICAL REVIEW - BC	01536306		11/03/15	10.00
						INVOICE TOTAL:	10.00
27801296	09/29/15	01	S&P/PRE EMPLOYMENT EXAM - BC	01536306		11/03/15	45.00
						INVOICE TOTAL:	45.00
27801297	09/29/15	01	S&P/LIFT TEST - BC	01536306		11/03/15	80.00
						INVOICE TOTAL:	80.00
						VENDOR TOTAL:	245.00
D8026	DYNEGY ENERGY SERVICES						
146638815101	10/21/15	01	W/0135162168 ENERGY 9/23-10/18	50606511		11/03/15	4,990.44
						INVOICE TOTAL:	4,990.44
						VENDOR TOTAL:	4,990.44
E0012	RANDAL ERICKSON						
2015 1026	10/26/15	01	CD/INSPECTIONS 10/12-10/25	01556309		11/03/15	2,770.00
						INVOICE TOTAL:	2,770.00
						VENDOR TOTAL:	2,770.00

DATE: 10/30/15
 TIME: 14:08:30
 ID: AP441000.WOW

VILLAGE OF SUGAR GROVE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 11/03/2015

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

E0544	ENGINEERING ENTERPRISES, INC.						
CO#1	08/05/15	01	W&S/MALLARD TO SR WATERMAIN LO	50716303		11/03/15	11,900.00
						INVOICE TOTAL:	11,900.00
						VENDOR TOTAL:	11,900.00
E1898	ECOLOGY + VISION, LLC						
309	10/19/15	01	CD/AMERICAN HEARTLAND RESUB	01556309		11/03/15	107.75
		02	AH BANK	** COMMENT **			
						INVOICE TOTAL:	107.75
310	10/19/15	01	CD/WIEDNER'S LEGACY RESUB LOT1	01556309		11/03/15	107.75
		02	SENIOR APT	** COMMENT **			
						INVOICE TOTAL:	107.75
						VENDOR TOTAL:	215.50
E1900	ENTERLOGIX CORPORATION						
1284	10/18/15	01	PWIT/NETWORK AND OTHER WORK	01496307		11/03/15	643.75
		02	GFIT/INSTALL CYLANCE OTHERUPDT	01496307			643.75
						INVOICE TOTAL:	1,287.50
						VENDOR TOTAL:	1,287.50
F0602	4 SEASONS LANDSCAPING PLUS, INC						
5905U	10/14/15	01	W&S/RESTORATION-HYDRANT REPAIR	50596406		11/03/15	735.00
		02	FAYS LANE	** COMMENT **			
						INVOICE TOTAL:	735.00
5906U	10/14/15	01	S&P/MERRILL NEW RESTORATION	01536405		11/03/15	1,308.50
		02	W&S/MERRILL NEW RESTORATION	50596406			1,308.50
						INVOICE TOTAL:	2,617.00
						VENDOR TOTAL:	3,352.00
F0604	FIRST PLACE RENTAL INC.						

DATE: 10/30/15
TIME: 14:08:30
ID: AP441000.WOW

VILLAGE OF SUGAR GROVE
DETAIL BOARD REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 11/03/2015

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

F0604	FIRST PLACE RENTAL INC.						
265613-1	09/16/15	01	S&P/ROLLER, VIBRTY 2500 RIDEON	01536402		11/03/15	2,725.56
						INVOICE TOTAL:	2,725.56
						VENDOR TOTAL:	2,725.56
F0611	FEECE OIL CO						
1548333	10/15/15	01	S&P/ROTELLA 15W40 OIL	01536601		11/03/15	627.55
		02	W&S/ROTELLA 15W40 OIL	50596601			627.55
						INVOICE TOTAL:	1,255.10
						VENDOR TOTAL:	1,255.10
F0642	FOX VALLEY PHONE LLC						
37321	10/15/15	01	POL/PARTNER MAIL OUTAGE	01516403		11/03/15	580.71
		02	REPLACE 308 EC CARD	** COMMENT **			
						INVOICE TOTAL:	580.71
						VENDOR TOTAL:	580.71
G0709	GEMPLER'S, INC.						
SI01706089	07/02/15	01	S&P/INSPECT REPELLENT WIPES	01536604		11/03/15	53.00
						INVOICE TOTAL:	53.00
SI01764518	07/21/15	01	W&S/CARHART WORK BOOTS 11.5 CL	50596604		11/03/15	66.85
		02	W&S/CARHART WORK BOOTS 11.5 CL	50596209			100.00
						INVOICE TOTAL:	166.85
SI01788693	07/28/15	01	S&P/SAFETY HELMETS	01536604		11/03/15	249.75
						INVOICE TOTAL:	249.75
SI01835507	08/12/15	01	W&S/NITRILE GLOVES	50596604		11/03/15	310.00
						INVOICE TOTAL:	310.00
						VENDOR TOTAL:	779.60
G8009	GUARDIAN						

DATE: 10/30/15
TIME: 14:08:30
ID: AP441000.WOW

VILLAGE OF SUGAR GROVE
DETAIL BOARD REPORT

PAGE: 7

INVOICES DUE ON/BEFORE 11/03/2015

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

G8009	GUARDIAN						
503669-1115	10/17/15	01	ADM/DENTAL INSURANCE NOV 2015	01506201		11/03/15	132.37
		02	POL/DENTAL INSURANCE NOV 2015	01516201			866.67
		03	S&P/DENTAL INSURANCE NOV 2015	01536201			219.56
		04	BM/DENTAL INSURANCE NOV 2015	01546201			58.06
		05	CD/DENTAL INSURANCE NOV 2015	01556201			274.62
		06	FIN/DENTAL INSURANCE NOV 2015	01566201			77.34
		07	W&S/DENTAL INSURANCE NOV 2015	50506201			99.68
		08	PW/DENTAL INSURANCE NOV 2015	50596201			457.74
		09	EMP/EMPLOYEE SHARE NOV 2015	01002180			545.95
						INVOICE TOTAL:	2,731.99
						VENDOR TOTAL:	2,731.99
I0037	INTERSTATE BATTERY SYSTEM						
50300791	10/01/15	01	W&S/LOCATOR BATTERIES	50596603		11/03/15	48.00
						INVOICE TOTAL:	48.00
50301013	10/15/15	01	S&P/BATTERIES TRK 207	01536617		11/03/15	405.85
						INVOICE TOTAL:	405.85
50320078	10/22/15	01	S&P/BATTERIES, BUCKET TRUCK	01536617		11/03/15	239.90
						INVOICE TOTAL:	239.90
						VENDOR TOTAL:	693.75
I0943	ILLINOIS STATE TOLL						
G15684856	10/27/15	01	S&P/TOLLS	01536507		11/03/15	51.80
		02	W&S/TOLLS	50596507			9.90
		03	FIN/TOLLS	01566507			1.70
		04	W&S/TLLS	50506507			1.70
						INVOICE TOTAL:	65.10
						VENDOR TOTAL:	65.10
K0021	KB COLLISION & CUSTOMS						

DATE: 10/30/15
TIME: 14:08:30
ID: AP441000.WOW

VILLAGE OF SUGAR GROVE
DETAIL BOARD REPORT

PAGE: 8

INVOICES DUE ON/BEFORE 11/03/2015

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

K0021	KB COLLISION & CUSTOMS						
10202015	10/20/15	01	POL/LIGHT REPAIR SQUAD 44	01516407		11/03/15	200.00
						INVOICE TOTAL:	200.00
10222015	10/22/15	01	POL/BATTERY/FUSE HOLDERS SQD50	01516407		11/03/15	385.26
						INVOICE TOTAL:	385.26
						VENDOR TOTAL:	585.26
K0024	KO SUPPLY						
1700	10/19/15	01	S&P/INSECT TREATMENT	01546603		11/03/15	389.00
						INVOICE TOTAL:	389.00
						VENDOR TOTAL:	389.00
K1122	KENDALL COUNTY CONCRETE INC						
37934	10/16/15	01	S&P/CURBS	01536609		11/03/15	400.00
						INVOICE TOTAL:	400.00
37960	10/20/15	01	S&P/GRAVEL CARTAGE	01536609		11/03/15	483.00
						INVOICE TOTAL:	483.00
						VENDOR TOTAL:	883.00
K1321	KONICA MINOLTA BUSINESS						
236454663	10/14/15	01	POL/COPIES THRU 10/14/15	01516403		11/03/15	108.30
						INVOICE TOTAL:	108.30
236454664	10/14/15	01	ADM/COPIES THRU 10/14/15	01506403		11/03/15	0.44
		02	FIN/COPIES THRU 10/14/15	01566403			21.22
		03	UB/COPIES THRU 10/14/15	50506403			82.90
		04	BOARD/COPIES THRU 10/14/15	01576403			18.65
						INVOICE TOTAL:	123.21
236455107	10/14/15	01	S&P/COPIES THROUGH 10/14/15	01536403		11/03/15	7.11

DATE: 10/30/15
TIME: 14:08:30
ID: AP441000.WOW

VILLAGE OF SUGAR GROVE
DETAIL BOARD REPORT

PAGE: 9

INVOICES DUE ON/BEFORE 11/03/2015

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

K1321	KONICA MINOLTA BUSINESS						
236455107	10/14/15	02	S&P/COPIES THROUGH 10/14/15	01546403		11/03/15	0.08
		03	CD/COPIES THROUGH 10/14/15	01556403			35.77
		04	W&S/COPIES THROUGH 10/14/15	50596403			34.31
		05	PC/COPIES THROUGH 10/14/15	01576403			19.57
		06	EDC/COPIES THROUGH 10/14/15	01556403			13.35
						INVOICE TOTAL:	110.19
						VENDOR TOTAL:	341.70
K1811	KANE COUNTY SHERIFF'S OFFICE						
15-001	10/15/15	01	POL/CIT TRAINING - DURHAM	01516208		11/03/15	200.00
						INVOICE TOTAL:	200.00
						VENDOR TOTAL:	200.00
L1204	LAUTERBACH & AMEN, LLP						
13099	10/19/15	01	FIN/50% AUDIT-FY 2015	01566302		11/03/15	1,000.00
		02	W&S/50% AUDIT-FY 2015	50506302			1,000.00
		03	TIF#1/ANNUAL FILING AND ASSURN	32556302			262.50
		04	TIF#2/ANNUAL FILING AND ASSURN	33556302			262.50
						INVOICE TOTAL:	2,525.00
						VENDOR TOTAL:	2,525.00
L8023	LAW OFFICES OF DANIEL J KRAMER						
2201-151M	10/23/15	01	W&S/SUGAR LN UTILITY EASEMENT	50717011		11/03/15	250.00
						INVOICE TOTAL:	250.00
						VENDOR TOTAL:	250.00
M0024	MCHENRY ANALYTICAL WATER						
1505374	10/10/15	01	W&S/WATER SAMPLES COLIFORM	50606311		11/03/15	199.50
						INVOICE TOTAL:	199.50
						VENDOR TOTAL:	199.50

DATE: 10/30/15
TIME: 14:08:30
ID: AP441000.WOW

VILLAGE OF SUGAR GROVE
DETAIL BOARD REPORT

PAGE: 10

INVOICES DUE ON/BEFORE 11/03/2015

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

M0025	MUTUAL OF OMAHA						
438277373	10/20/15	01	ADM/LIFE INSURANCE NOV-15	01506202		11/03/15	13.20
		02	POL/LIFE INSURANCE NOV-15	01516202			96.00
		03	S&P/LIFE INSURANCE NOV-15	01536202			32.00
		04	BM/LIFE INSURANCE NOV-15	01546202			8.00
		05	CD/LIFE INSURANCE NOV-15	01556202			32.00
		06	FIN/LIFE INSURANCE NOV-15	01566202			8.00
		07	W&S/LIFE INSURANCE NOV-15	50506202			10.80
		08	PW/LIFE INSURANCE NOV-15	50596202			48.00
						INVOICE TOTAL:	248.00
						VENDOR TOTAL:	248.00
M8021	MID CENTRAL PEST CONTROL, INC						
51106	10/06/15	01	S&P/WASP NEST REMOVAL	01536309		11/03/15	95.00
		02	241 BELLE VUE	** COMMENT **			
						INVOICE TOTAL:	95.00
						VENDOR TOTAL:	95.00
N0280	NCPERS GROUP LIFE INSURANCE						
41661115	10/23/15	01	SUPPLEMENTAL LIFE INS - NOV 15	01002180		11/03/15	112.00
						INVOICE TOTAL:	112.00
77041115	10/23/15	01	SUPPLEMENTAL LIFE INS - NOV 15	01002180		11/03/15	16.00
						INVOICE TOTAL:	16.00
						VENDOR TOTAL:	128.00
N1415	NICOR GAS						
102215	10/22/15	01	W/06187900003 WH7 9/23-10/22	50606510		11/03/15	35.54
						INVOICE TOTAL:	35.54
102315A	10/23/15	01	W/27737210008 WH4 9/22-10/22	50606510		11/03/15	24.82
						INVOICE TOTAL:	24.82

DATE: 10/30/15
TIME: 14:08:30
ID: AP441000.WOW

VILLAGE OF SUGAR GROVE
DETAIL BOARD REPORT

PAGE: 11

INVOICES DUE ON/BEFORE 11/03/2015

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

N1415	NICOR GAS						
102315B	10/23/15	01	S/06772635188 LS7 9/24-10/23	50656510		11/03/15	26.54
						INVOICE TOTAL:	26.54
102315C	10/23/15	01	S/94500482487 LS9 9/22-10/23	50656510		11/03/15	82.94
						INVOICE TOTAL:	82.94
						VENDOR TOTAL:	169.84
N1445	NIPSTA						
14405	09/30/15	01	S&P/CONFINED SPACE ENTRY CM,ZZ	01536208		11/03/15	525.00
						INVOICE TOTAL:	525.00
14463	10/21/15	01	S&P/TRENCHING & COMPETENT PERS	01536208		11/03/15	525.00
						INVOICE TOTAL:	525.00
						VENDOR TOTAL:	1,050.00
P0500	VICTOR E. PUSCAS, JR.						
129	10/14/15	01	POL/PRESIDE OVER VEHICLE SEIZE	01516301		11/03/15	350.00
						INVOICE TOTAL:	350.00
						VENDOR TOTAL:	350.00
P1636	POMP'S TIRE SERVICE, INC						
330064319	10/26/15	01	S&P/TIRES TRK 209	01536407		11/03/15	1,496.20
						INVOICE TOTAL:	1,496.20
330064386	10/27/15	01	S&P/TIRES TRK201	01536407		11/03/15	360.00
						INVOICE TOTAL:	360.00
						VENDOR TOTAL:	1,856.20
P2358	PARAMOUNT INSTALLERS, LLC						
1542	09/30/15	01	S&P/INSTALL ENDWALL IN AUX	01536615		11/03/15	1,137.00

DATE: 10/30/15
TIME: 14:08:30
ID: AP441000.WOW

VILLAGE OF SUGAR GROVE
DETAIL BOARD REPORT

PAGE: 12

INVOICES DUE ON/BEFORE 11/03/2015

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

P2358	PARAMOUNT INSTALLERS, LLC						
1542	09/30/15	02	SALT STGE		** COMMENT **	11/03/15	
						INVOICE TOTAL:	1,137.00
						VENDOR TOTAL:	1,137.00
R1848	R & R ELECTRICAL CONTRACTORS,						
6299	10/15/15	01	W&S/REPAIRS AT WELL 7	50606406		11/03/15	131.00
						INVOICE TOTAL:	131.00
6300	10/15/15	01	W&S/REPAIRS AT WELL 10	50606406		11/03/15	686.00
						INVOICE TOTAL:	686.00
6301	10/15/15	01	W&S/REPAIRS AT WELL 9	50606406		11/03/15	302.00
						INVOICE TOTAL:	302.00
6302	10/15/15	01	S&P/REPAIR GORDON RD STREET	01536405		11/03/15	1,919.25
		02	LIGHTS		** COMMENT **		
						INVOICE TOTAL:	1,919.25
6303	10/15/15	01	W&S/REPAIRS AT LS 4	50656406		11/03/15	252.25
						INVOICE TOTAL:	252.25
						VENDOR TOTAL:	3,290.50
R8121	RUSH TRUCK CENTER OF ILLINOIS						
3000426403	10/20/15	01	W&S/OIL SEAL TRUCK #208	50596617		11/03/15	28.54
		02	S&P/SEALS STOCK	01536617			28.54
						INVOICE TOTAL:	57.08
3000430548	10/20/15	01	S&P/LIGHT REPAIR PARTS TRK 203	01536617		11/03/15	96.72
		02	S&P/SENSOR TRK 201	50596612			168.01
						INVOICE TOTAL:	264.73
						VENDOR TOTAL:	321.81
S0047	SMITH AMUNDSEN LLC						

DATE: 10/30/15
 TIME: 14:08:30
 ID: AP441000.WOW

VILLAGE OF SUGAR GROVE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 11/03/2015

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

S0047	SMITH AMUNDSEN LLC						
479469	10/05/15	01	POL/LEGAL SERVICES SEPT 15	01516301		11/03/15	80.00
						INVOICE TOTAL:	80.00
479472	10/05/15	01	POL/LEGAL SERVICES SEPT 15	01516301		11/03/15	8,280.00
						INVOICE TOTAL:	8,280.00
479473	10/05/15	01	POL/LEGAL SERVICES SEPT 15	01516301		11/03/15	520.00
						INVOICE TOTAL:	520.00
						VENDOR TOTAL:	8,880.00
S1926	SECRETARY OF STATE						
153216	10/28/15	01	POL/VEHICLE TITLE FORFEITURE	01516309		11/03/15	95.00
						INVOICE TOTAL:	95.00
						VENDOR TOTAL:	95.00
S1954	STEINER ELECTRIC						
5179296.001	10/14/15	01	S&P/STREET LIGHTS	01536610		11/03/15	882.12
						INVOICE TOTAL:	882.12
5179296.002	10/14/15	01	S&P/STREET LIGHTS	01536610		11/03/15	66.61
						INVOICE TOTAL:	66.61
5179296.003	10/16/15	01	S&P/STREET LIGHTS	01536610		11/03/15	557.15
						INVOICE TOTAL:	557.15
						VENDOR TOTAL:	1,505.88
S2040	STARK & SON TRENCHING, INC.						
51354	09/30/15	01	W&S/FAYS LN SUGAR LN WATERMAIN	50717001		11/03/15	240,305.50
		02	LESS 10% RETAINAGE	50727012			-24,030.55
						INVOICE TOTAL:	216,274.95
						VENDOR TOTAL:	216,274.95

DATE: 10/30/15
TIME: 14:08:30
ID: AP441000.WOW

VILLAGE OF SUGAR GROVE
DETAIL BOARD REPORT

PAGE: 14

INVOICES DUE ON/BEFORE 11/03/2015

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

S8037	STREICHER'S						
I1177031	10/22/15	01	POL/AMMUNITION	01516209		11/03/15	240.00
						INVOICE TOTAL:	240.00
						VENDOR TOTAL:	240.00
S8043	SUGAR GROVE ACE						
FY15-TAX3	10/15/15	01	FIN/SALES TAX REBATE FY16	01003449		11/03/15	6,965.37
						INVOICE TOTAL:	6,965.37
						VENDOR TOTAL:	6,965.37
S8046	SOURCE ONE OFFICE PRODUCTS						
398856	10/08/15	01	FIN/BUSINESS CARDS	01566613		11/03/15	13.11
		02	W&S/BUSINESS C ARDS	50506613			13.11
		03	ADM/PAPER TAPE PENCILS DUST	01506613			26.02
		04	FIN/PAPER,TAPE, PENCILS DUST	01566613			26.01
		05	W&S/PAPER TAPE PENCILS DUST	50506613			26.01
						INVOICE TOTAL:	104.26
521246	10/20/15	01	ADM/COPY PAPER,MARKERS, CALC	01506613		11/03/15	105.60
		02	FIN/COPY PAPER LEGAL PADS	01566613			34.00
		03	W&S/COPY PAPER, LEGAL PADS	50596613			33.99
						INVOICE TOTAL:	173.59
						VENDOR TOTAL:	277.85
T0001622	JOHN HYSLOP						
026200009801	10/01/15	02	W&S/FNL W&S REF 33 WINDWOOD DR	50001210		11/03/15	36.19
						INVOICE TOTAL:	36.19
						VENDOR TOTAL:	36.19
T0001623	CASTLE BANK SPECIAL ASSETS						
022000016401	10/01/15	01	W&S/FNL W&S REF-	50001210		11/03/15	28.14

DATE: 10/30/15
 TIME: 14:08:30
 ID: AP441000.WOW

VILLAGE OF SUGAR GROVE
 DETAIL BOARD REPORT

PAGE: 15

INVOICES DUE ON/BEFORE 11/03/2015

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

T0001623 CASTLE BANK SPECIAL ASSETS							
022000016401	10/01/15	02	125 SUGAR GROVE PARKWAY			11/03/15	
				** COMMENT **			
						INVOICE TOTAL:	28.14
						VENDOR TOTAL:	28.14
T0001624 APOLLO MANAGEMENT							
0253000073-02	10/01/15	01	99 SUTTON			11/03/15	
				** COMMENT **			
0253000073-02	10/01/15	02	W&S/FNL W&S REF -	50001210		11/03/15	48.24
						INVOICE TOTAL:	48.24
						VENDOR TOTAL:	48.24
T0013 TRAFFIC ANALYSIS & DESIGN INC							
10986	09/30/15	01	S&P/ENGR SRVCS TRHOUGH 9/30/15	35536303		11/03/15	114.00
		02	S&P/IDOT 13-101139	35536303			8,803.13
						INVOICE TOTAL:	8,917.13
						VENDOR TOTAL:	8,917.13
T2035 TREASURER STATE OF ILLINOIS							
108465	06/01/15	01	W&S/US30@DUGAN WATER MAIN	50717011		11/03/15	54,518.51
		02	1ST INSTALLMENT-3YR AGGEMENT	** COMMENT **			
						INVOICE TOTAL:	54,518.51
						VENDOR TOTAL:	54,518.51
T2041 THOM GRAVEL & EXCAVATING, INC.							
13155	10/22/15	01	S&P/TOP SOIL	01536606		11/03/15	100.00
		02	W&S/TOP SOIL	50606606			100.00
						INVOICE TOTAL:	200.00
						VENDOR TOTAL:	200.00
V1610 VILLAGE OF SUGAR GROVE							

DATE: 10/30/15
 TIME: 14:08:30
 ID: AP441000.WOW

VILLAGE OF SUGAR GROVE
 DETAIL BOARD REPORT

PAGE: 16

INVOICES DUE ON/BEFORE 11/03/2015

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

VI610	VILLAGE OF SUGAR GROVE						
01576508	10/26/15	01	BD/CONF ROOM SUPPLIES	01576508		11/03/15	20.00
						INVOICE TOTAL:	20.00
081815	08/18/15	01	POL/FBI MONTHLY TRAINING - PR	01516208		11/03/15	25.00
						INVOICE TOTAL:	25.00
091015	09/10/15	01	BD/CHAMBER LUNCH - MJ	01576208		11/03/15	15.00
						INVOICE TOTAL:	15.00
102615	10/26/15	01	POL/IACP POLICE CONV-PERDIEMGF	01516208		11/03/15	18.00
						INVOICE TOTAL:	18.00
2016000020417	09/23/15	01	CD/PLATT RECORDIMG	01556309		11/03/15	2.00
						INVOICE TOTAL:	2.00
779-753	10/26/15	01	POL/IACP POL CONV PARKING GF	01516208		11/03/15	23.00
						INVOICE TOTAL:	23.00
						VENDOR TOTAL:	103.00
V2232	VESCO REPROGRAPHIC						
R75286	10/22/15	01	CD/NWC GALENA & DIVISION	01556309		11/03/15	11.00
		02	SIDWALK EASEMENT	** COMMENT **			
						INVOICE TOTAL:	11.00
						VENDOR TOTAL:	11.00
W0005	WILLIAMS ARCHITECTS						
0016678	10/22/15	01	ADM/VILLAGE HALL PROJ 2015-004	30506304		11/03/15	6,999.75
		02	SEPT 2015	** COMMENT **			
						INVOICE TOTAL:	6,999.75
						VENDOR TOTAL:	6,999.75
W2310	WATER PRODUCTS COMPANY						

DATE: 10/30/15
TIME: 14:08:30
ID: AP441000.WOW

VILLAGE OF SUGAR GROVE
DETAIL BOARD REPORT

PAGE: 17

INVOICES DUE ON/BEFORE 11/03/2015

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

W2310	WATER PRODUCTS COMPANY						
0261842	10/16/15	01	W&S/FLANGE WASHER	50606603		11/03/15	24.93
						INVOICE TOTAL:	24.93
						VENDOR TOTAL:	24.93
W8034	WAREHOUSE DIRECT						
2859727-0	10/22/15	01	POL/COPY PAPER	01516613		11/03/15	88.50
						INVOICE TOTAL:	88.50
						VENDOR TOTAL:	88.50
Y2515	YORKVILLE NAPA AUTO PARTS						
120357	10/15/15	01	W&S/VEHICLE MAINT SUPPLIES	50596617		11/03/15	54.35
		02	S&P/VEHICLE MAINT SUPPLIES	01536617			54.36
						INVOICE TOTAL:	108.71
120361	10/15/15	01	S&P/VEHICLE MAINT SUPPLIES	01536617		11/03/15	80.89
		02	W&S/VEHICLE MAINT SUPPLIES	50596617			80.90
						INVOICE TOTAL:	161.79
120643	10/19/15	01	S&P/VEHICLE MAINT SUPPLIES	01536617		11/03/15	7.69
		02	W&S/VEHICLE MAINT SUPPLIES	50596617			7.69
						INVOICE TOTAL:	15.38
						VENDOR TOTAL:	285.88
						TOTAL ALL INVOICES:	406,577.05

DATE: 10/30/2015
TIME: 14:08:49
ID: AP444000.WOW

VILLAGE OF SUGAR GROVE
DETAIL BOARD REPORT

PAGE: 1

MANUAL CHECKS ISSUED 10/21/2015 THRU 10/30/2015

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	CHECK #	CHECK DATE	ITEM AMT
S1909			SAM'S CLUB				
103015	10/30/15	01	S&P/COFFEE, CREAM & SUGAR	01536508	048183	10/30/15	42.41
		02	W&S/COFFEE, CREAM & SUGAR	50596508			42.41
		03	CD/COFFEE, CREAM & SUGAR	01556508			42.40
		04	BC/COFFEE, CREAM & SUGAR	01576508			127.30
						INVOICE TOTAL:	254.52
						VENDOR TOTAL:	254.52
						TOTAL ALL INVOICES:	254.52

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: BRENT M. EICHELBERGER, VILLAGE ADMINISTRATOR
SUBJECT: RESOLUTION: ESTABLISHING A BASIC INSURANCE PLAN
AGENDA: NOVEMBER 3, 2015 REGULAR MEETING
DATE: OCTOBER 30, 2015

ISSUE

Should the Village establish a basic insurance plan.

DISCUSSION

The Public Safety Employee Benefit Act (PSEBA), requires municipalities to pay the entire premium of the employer's health insurance plan for full-time law enforcement officers, in certain duty related disability cases. PSEBA defines health insurance plan as the basic health insurance plan, and does not include supplemental benefits that are not part of the basic plan.

The Village typically offers more than one plan to its employees. While the basic plan (or plans if more than one is offered such as a basic PPO and a basic HMO), should be easily recognizable, staff believes the designating the basic plan(s) will provide clarity.

As the plans can change from year to year, or potentially on a more frequent basis, and the time frame for plan selection is limited, staff recommends that the designation of the basic plan(s) be a staff function.

The attached resolution, prepared by the Village Attorney, assigns the authority to establish the basic insurance plan(s) to the Village Administrator.

COST

Cost for this item is limited to attorney review which is estimated at \$250.

RECOMMENDATION

That the Board approve Resolution #20151103A supporting a basic insurance plan.



RESOLUTION NO. 20151103A

A RESOLUTION SUPPORTING A BASIC MEDICAL COVERAGE PLAN

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

WHEREAS, the Village of Sugar Grove is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and, pursuant to the powers granted to it under 65 ILCS 5/1-1 *et seq.*; and,

WHEREAS, the Village provides a medical coverage program as a benefit to its employees. A basic coverage plan is offered by the Village. However, there are enhancements to this basic coverage. Most of these enhancements are available at an additional cost to the employees. From time to time and for various reasons, it is incumbent upon the Village to determine or declare precisely that which constitutes “basic coverage” for the medical coverage program.

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

SECTION ONE: The basic coverage for the Village’s medical insurance coverage benefit is declared to be that coverage that is offered as a benefit to full time employees with no enhancements of any kind or nature. For purposes of this Resolution, any addition to the basic coverage shall be deemed an enhancement irrespective of whether it is paid for by the Village or the employee. Periodically, the Village Administrator shall designate the basic coverage that is offered to full time employees. Therefore, the basic coverage shall be the plan designated by the Village Administrator from time to time, to the exclusion of all other coverages, offerings, additions or enhancements.

SECTION TWO: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 3rd day of November 2015.

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

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

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

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: CINDY GALBREATH, VILLAGE CLERK
SUBJECT: RESOLUTION: URGING ILLINOIS STATE LEADERS TO RELEASE
NON-GENERAL FUND REVENUES PAYABLE TO LOCAL
GOVERNMENTS
AGENDA: NOVEMBER 3, 2015 REGULAR AGENDA
DATE: FRIDAY, OCTOBER 30, 2015

ISSUE

Should the Village of Sugar Grove urge the State of Illinois to release funds.

DISCUSSION

Due to an impasse in the budget discussions at the State level, local government funds have not been released. These funds are critical to Sugar Grove's ability to serve residents. Staff recommends that the attached resolution be adopted and forwarded to state leaders.

COSTS

There are no costs.

RECOMMENDATION

That the Village Board adopts a Resolution "Urging Illinois state leaders to release non-general fund revenues payable to local governments".

**Resolution Urging Illinois State Leaders to
Release Non-General Fund Revenues Payable to Local Governments**

WHEREAS, the State of Illinois has been operating without a Fiscal Year 2016 state budget since July 1, 2015; and

WHEREAS, the absence of a budget has resulted in the state withholding over \$150 million in revenue owed to municipal governments for lack of appropriation authority; and

WHEREAS, critical local services, such as road construction, maintenance, and repair will remain underfunded until state leaders take action to release local Motor Fuel Tax Funds to municipalities; and

WHEREAS, many municipalities rely on state distributions of local revenue to fund their 9-1-1 service centers and, without these funds, the effectiveness of emergency services to reach citizens will be in peril; and

WHEREAS, municipal budgets and basic services will be negatively impacted without the release of local Use Tax, video gaming fees, and casino fees.

NOW, THEREFORE BE IT RESOLVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF SUGAR GROVE, that we call upon the Governor and General Assembly to take action to immediately release all non-general fund revenues owed to local governments. These funds include revenues from the Motor Fuel Tax, Wireless Service Emergency Fund, Use Tax, Local Government Video Gaming Distributive Fund, and casino gaming;

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Governor, Comptroller, Senate President, Senate Minority Leader, House Speaker, House Minority Leader, local legislators, and the Illinois Municipal League.

Passed and Approved by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on the 3rd day November, 2015.

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 Kevin M. Geary	_____	_____	_____	_____
Trustee Sean Herron	_____	_____	_____	_____
Trustee Mari Johnson	_____	_____	_____	_____
Trustee Ted Koch	_____	_____	_____	_____
Trustee Rick Montalto	_____	_____	_____	_____
Trustee David Paluch	_____	_____	_____	_____
President P. Sean Michels	_____	_____	_____	_____

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR
MIKE FERENCAK, VILLAGE PLANNER
SUBJECT: ORDINANCE: GRANTING VARIANCES FOR A PROPOSED
ACCESSORY BUILDING AT 1560 DENNY ROAD
AGENDA: NOVEMBER 3, 2015 REGULAR VILLAGE BOARD MEETING
DATE: OCTOBER 30, 2015

ISSUE

Should the Village Board consider a request for Variances to allow a single 1,350 square foot accessory building that would (1) exceed the maximum accessory building size of 1,000 square feet, and (2) allow that accessory building with materials not matching the principal building (single-family house) on the property at 1560 Denny Road.

DISCUSSION

This item was not discussed at a Committee of the Whole meeting. The applicant requested review and approval at tonight's meeting to help with their timeline for obtaining a permit and construction.

The applicant and property owner, Joshua and Jennifer Reinert, submitted a request for two variances for a proposed accessory building at 1560 Denny Road.

After due notice and considering the interests of public that was present, the Plan Commission agreed with the staff recommendation and recommends the variances be granted subject to certain conditions:

1. That the proposed accessory building shall substantially conform to the Site Plan, titled "Proposed Site Plan", by Tebrugge Engineering, dated August 24, 2015 and the Elevation and Construction Plans date stamped received October 16, 2015, except as such plans may be revised to conform to Village codes and ordinances and the following:
 - a. Add minimum 12-inch eaves and overhangs
 - b. Include trim around all doors and windows and corners of buildings

2. The applicant shall obtain a building permit prior to construction.

The accessory building will use the same roof, body and trim colors used in the principal building as shown on the attached photograph for your reference. More detailed information is provided in the Plan Commission Recommendation PC15-10.

ATTACHMENTS

- Ordinance 2015-1103_ An Ordinance Granting Variances for the property at 1560 Denny Road.
- Plan Commission Recommendation PC15-10
- Site Plan dated August 24, 2015
- Elevation and Construction Plans date stamped received October 16, 2015
- Photo of existing residence

COSTS

The Applicant is responsible for all costs associated with the review of this application.

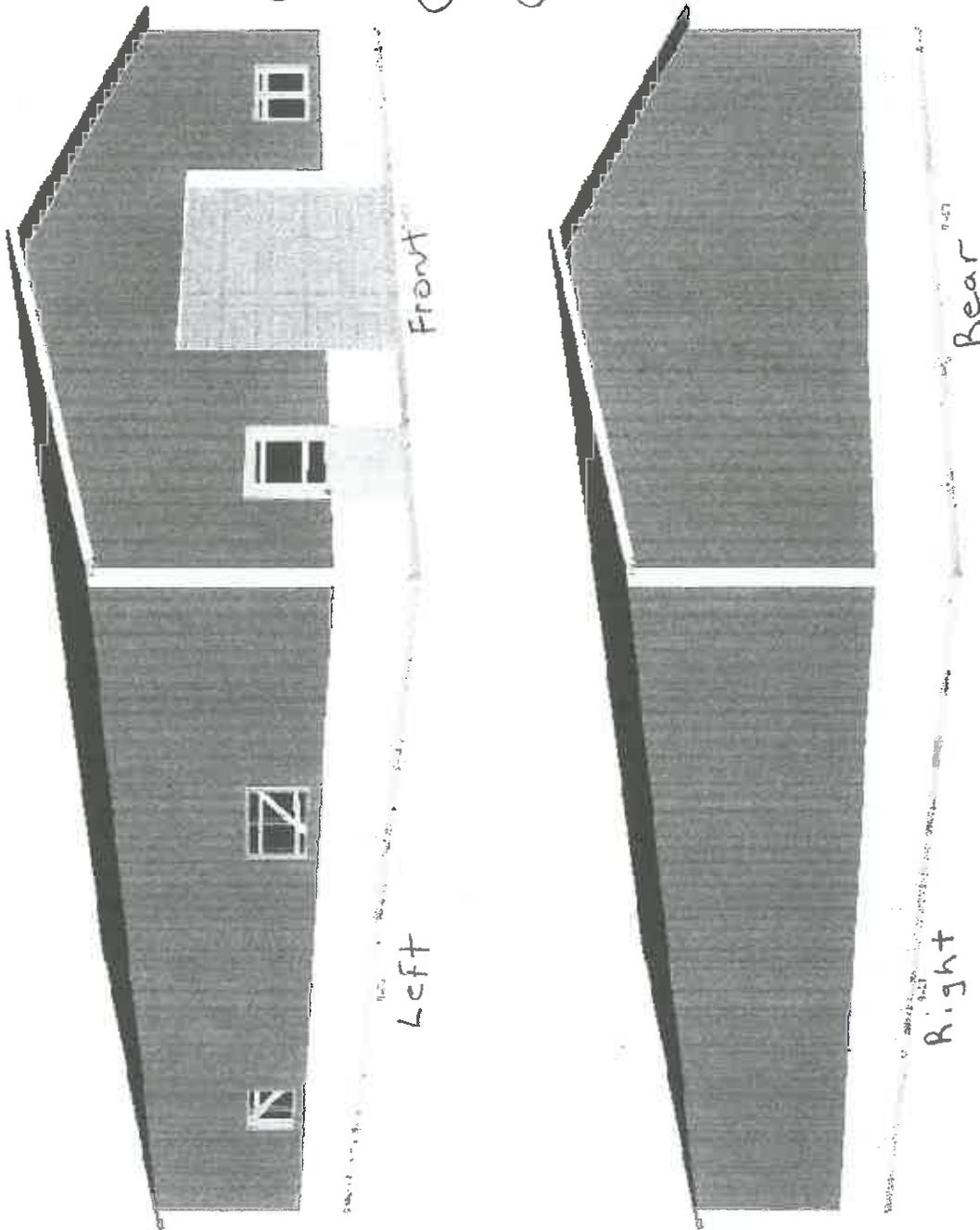
RECOMMENDATION

That the Village Board adopt Ordinance 2015-1103_ An Ordinance Granting Variances for the property at 1560 Denny Road.





Elevation Views

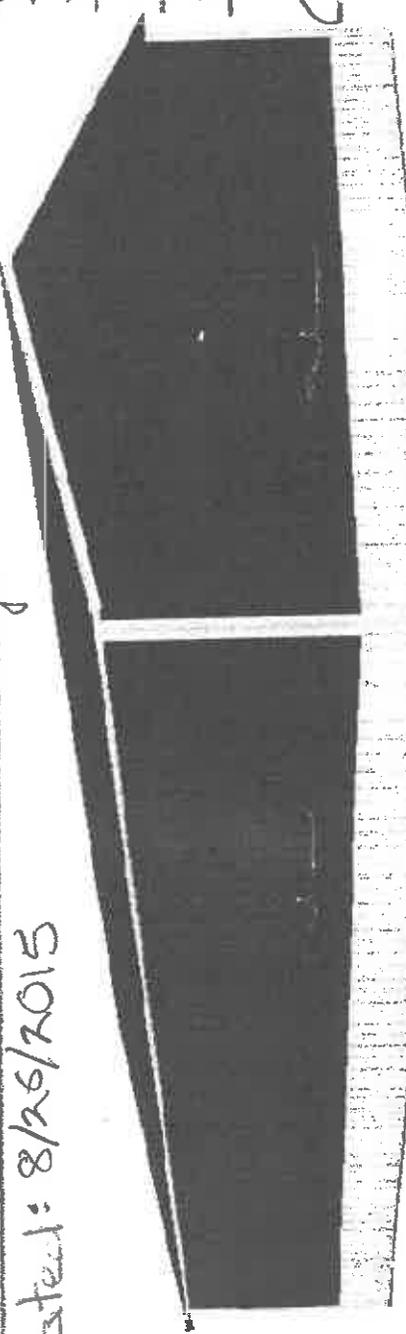


- ① All windows and doors will have crown moldings to match house.
- ② Overhead Door will have same mounted the hardware to match House.
- ③ All colors match colors of House
- ④ See Page 2 for Dimensions.

Proposed Accessory Buildings 41¹²
Elevation Views

Date: 8/26/2015

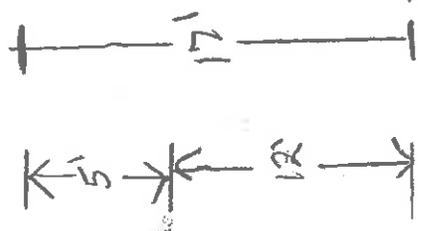
Trim Color - White
Door Color - White
Siding Color - Light Gray
Bottom Siding Color - White
(See Color Sheet Attached)



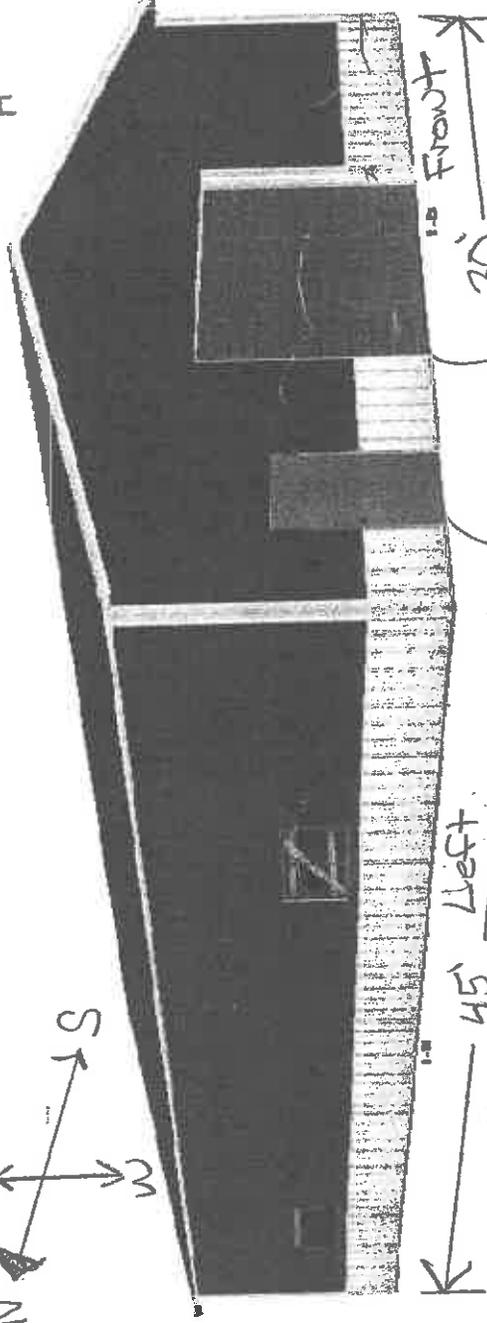
Rear

Materials: Premium Steel Pro Rib Siding

12/7



Josh Reimert
1560 Deberry Rd
Sugar Grove IL
Contact: 630-807-0929



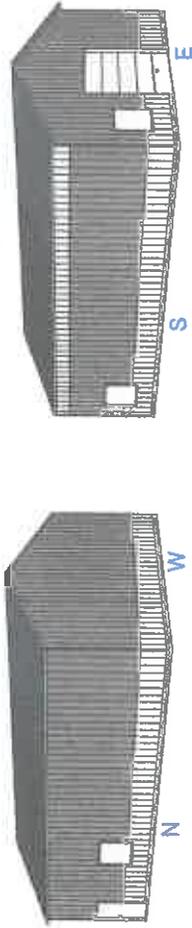
Front

45' Left

30'

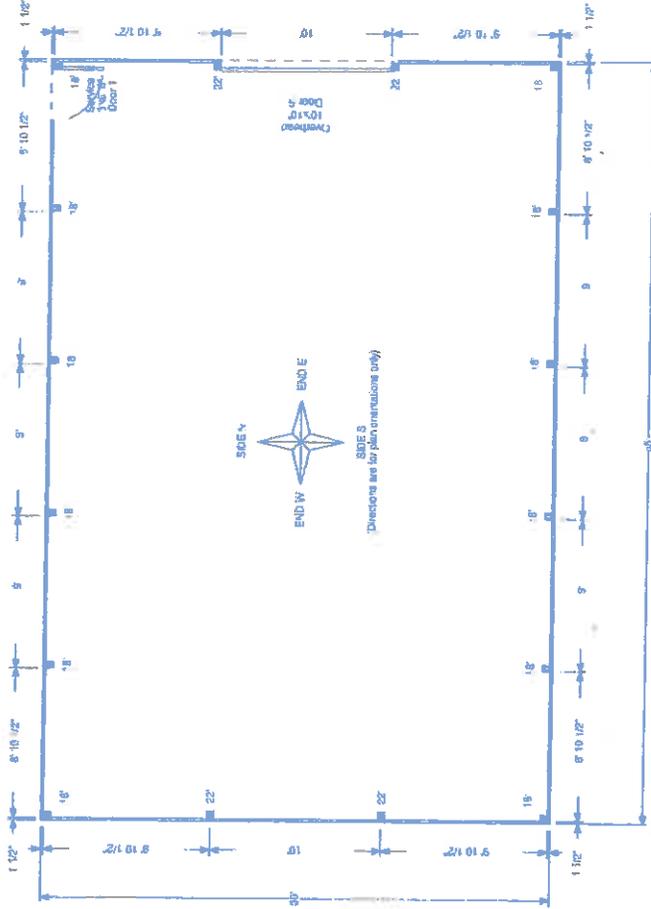
3'0 Service Door
10'0 W x 12'0 H Door

REINERT STRUCTURES YORKVILLE, IL



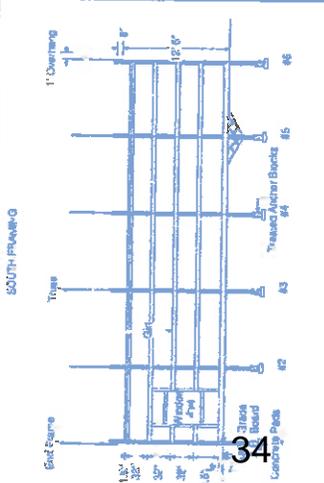
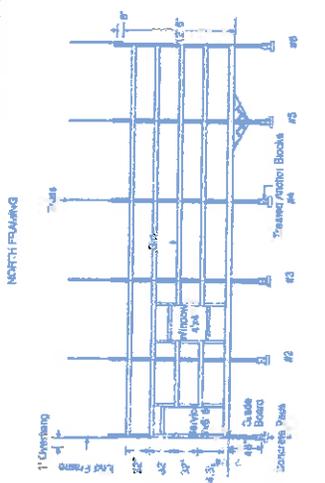
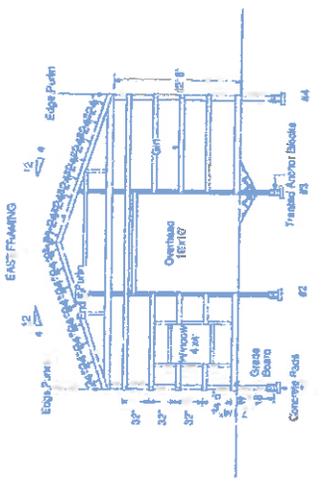
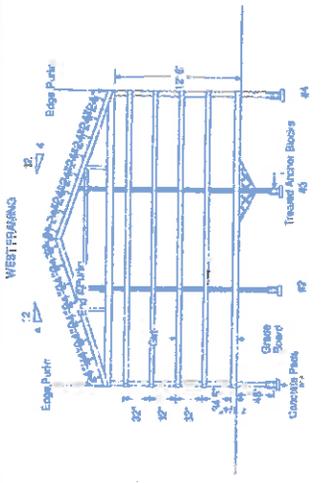
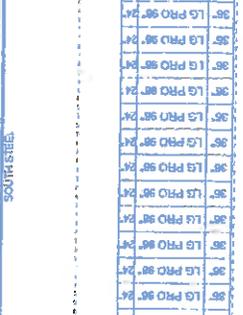
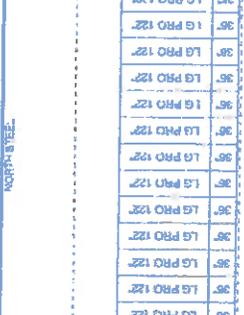
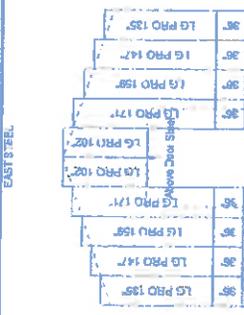
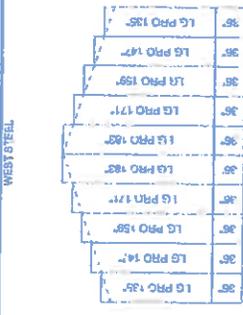
Service Doors and Windows Shown for Representative Only. Please Confirm Exact Location at Time of Construction.

FLOOR PLAN

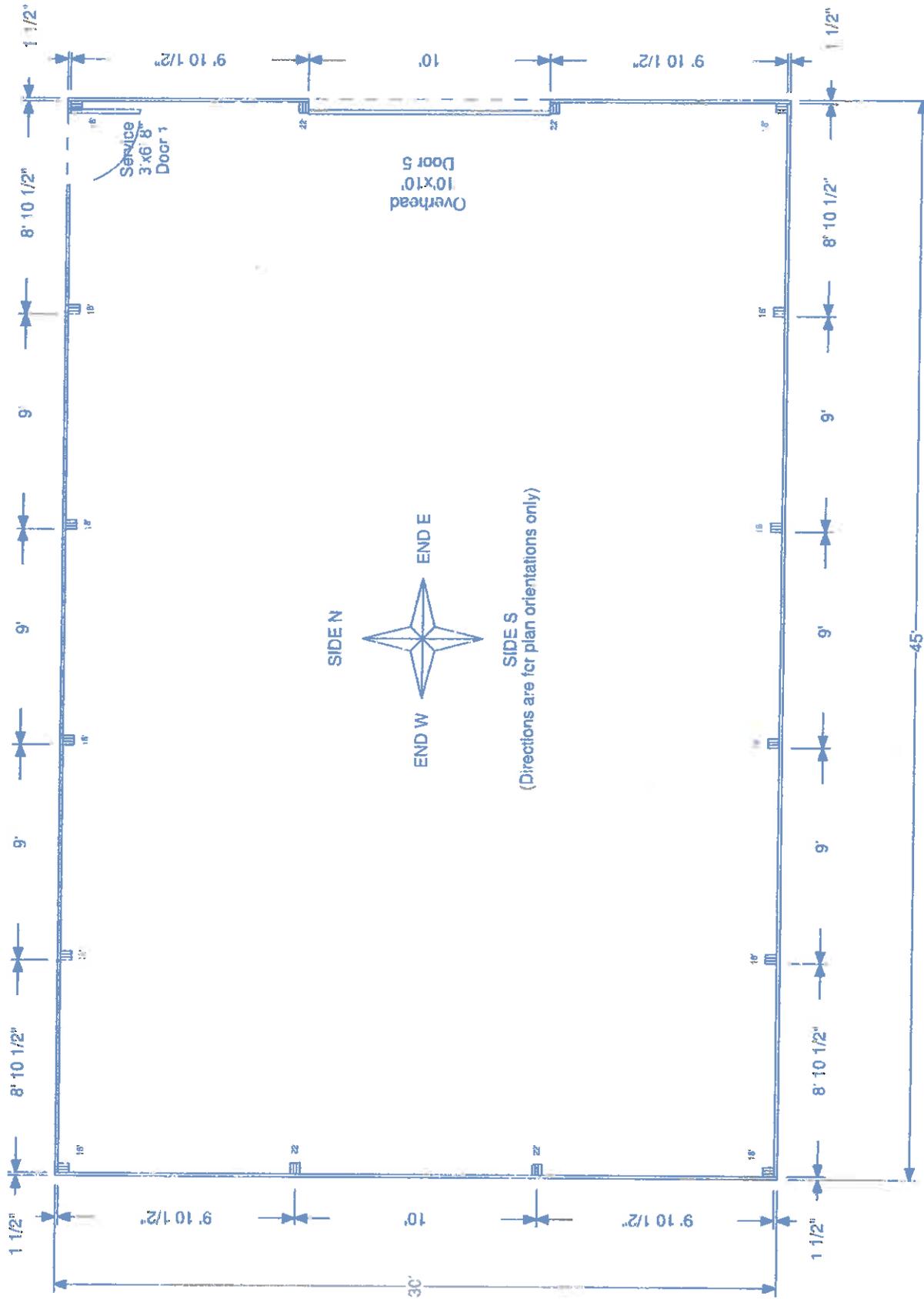


ADAPTATION AND LOCATION OF THIS PLAN
 These plans have been previously prepared in conformance with generally accepted engineering practices and building codes and regulations, and building practices, and of the best of the contractor's knowledge and belief, and are not to be construed as legal for use in the construction of the building in the absence of the building contract and specifications. The contractor shall be responsible for obtaining all necessary permits and for compliance with all applicable laws, codes, and regulations. The contractor shall be responsible for obtaining all necessary permits and for compliance with all applicable laws, codes, and regulations. The contractor shall be responsible for obtaining all necessary permits and for compliance with all applicable laws, codes, and regulations.

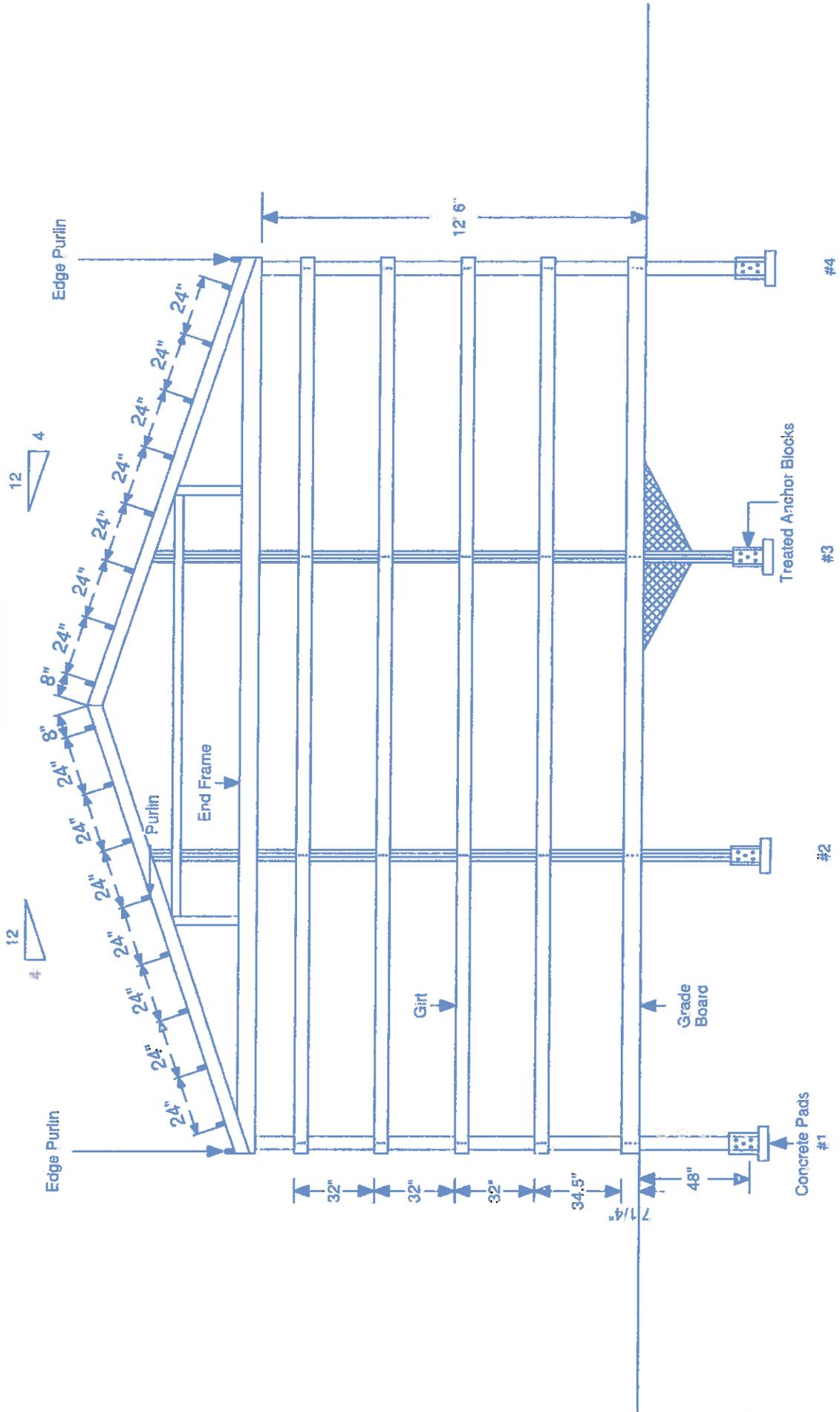
MIDWEST MINI PRINT
 FILE NUMBER: EM648555



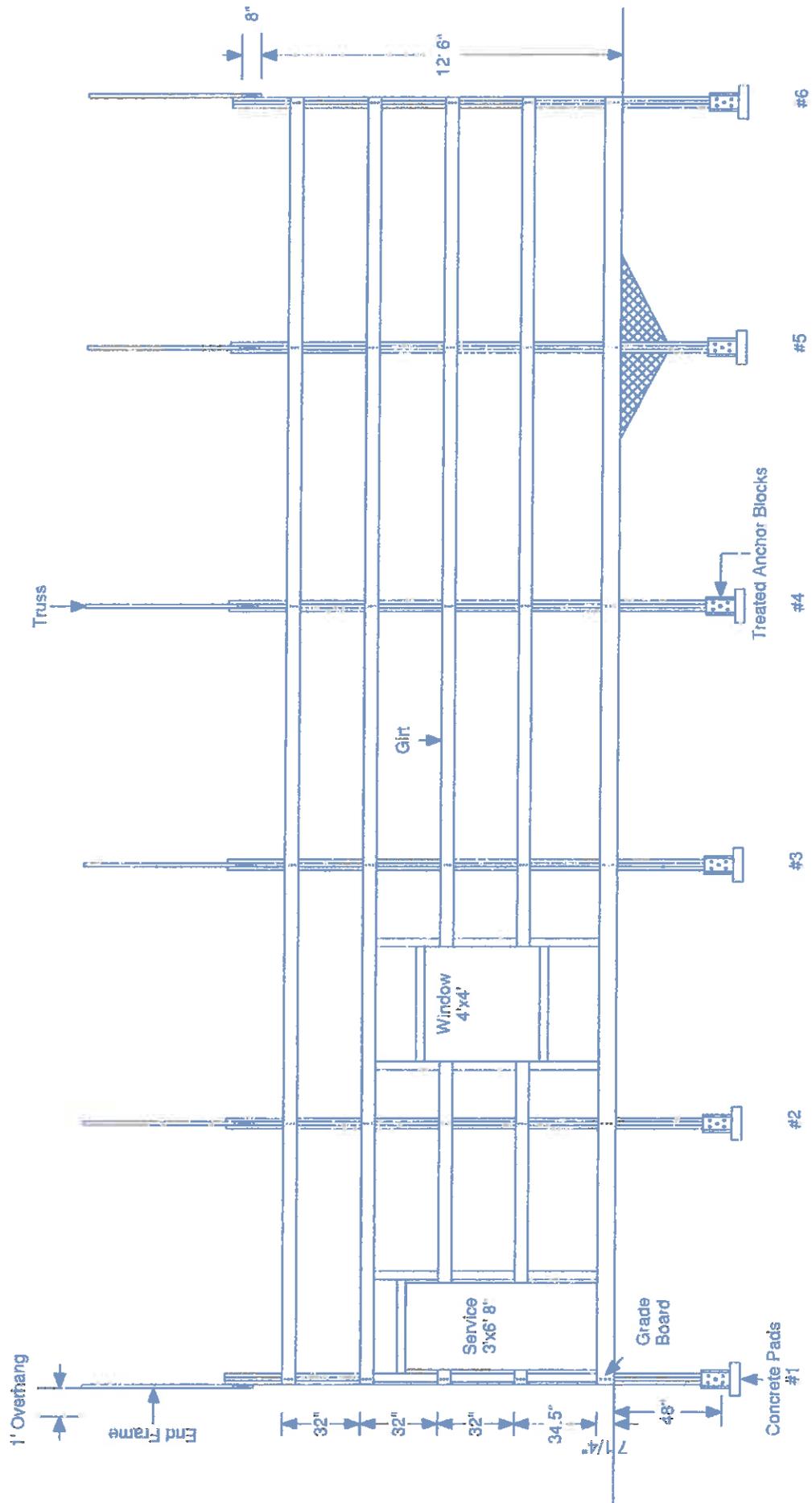
FLOOR PLAN



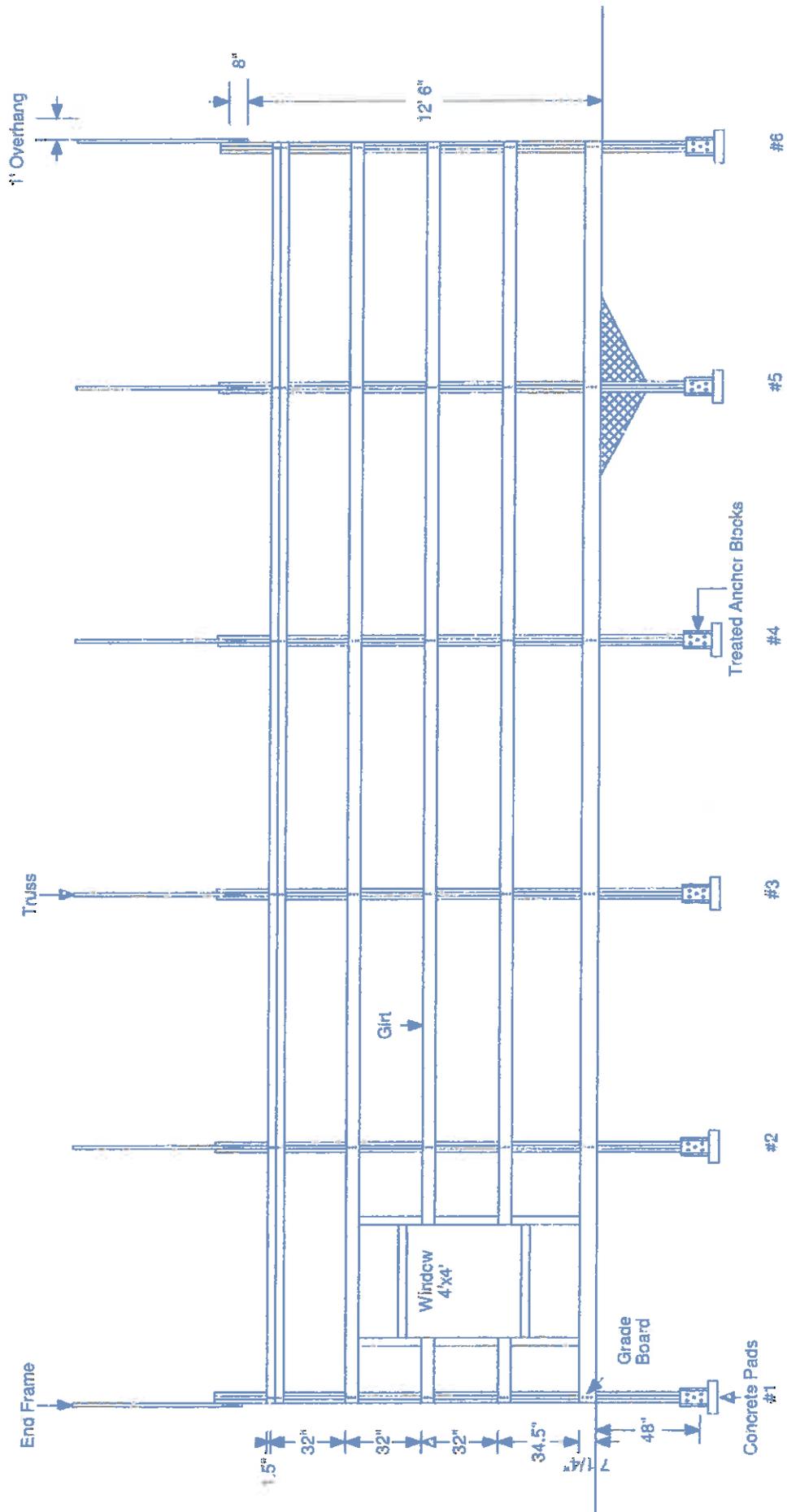
WEST FRAMING

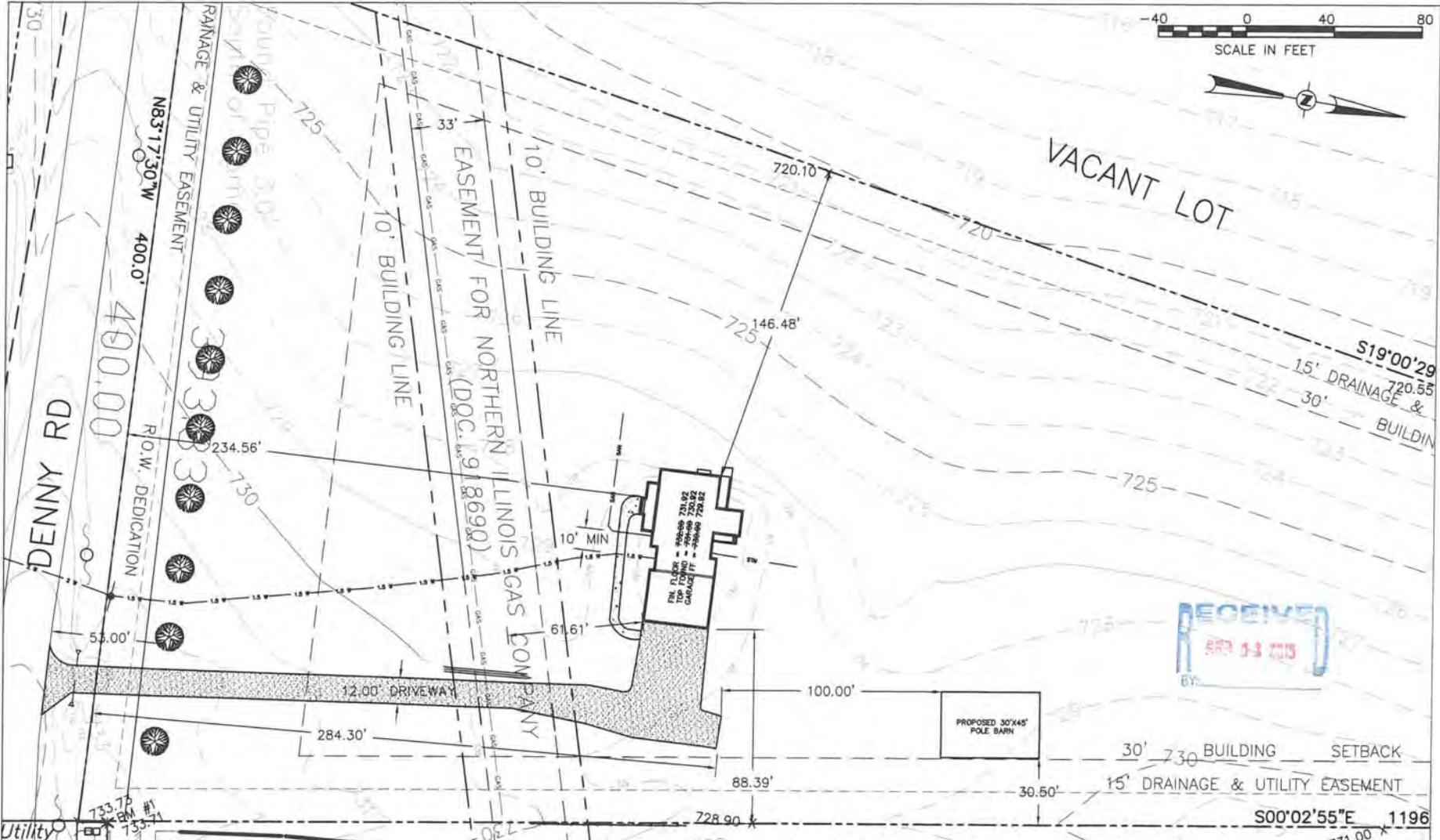
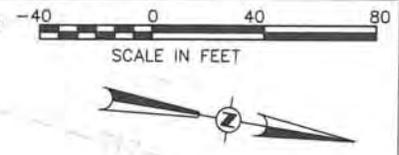


NORTH FRAMING



SOUTH FRAMING





TEBRUGGE ENGINEERING P.O. BOX 38, PLANO, IL 60131 PHONE: (630) 312-4300 FAX: (630) 312-4301	PREPARED FOR: JOSH REINERT 1560 DENNY ROAD SUGAR GROVE, IL	1560 DENNY ROAD SUGAR GROVE, IL PROPOSED SITE PLAN	PROJECT NO. 18 200 02 SCALE: 1" = 40' DATE: 8/24/08	SHEET NO. 1							
	<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>NOTES</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	NOTES							PROJECT NO. 18 200 02 SCALE: 1" = 40' DATE: 8/24/08
NO.	DATE	NOTES									



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

ORDINANCE NO. 2015-1103

**An Ordinance Granting Certain Variances for Land at 1560 Denny Road
(Joshua and Jennifer Reinert)**

Adopted by the
Board of Trustees and President
of the Village of Sugar Grove
this 3rd day of November, 2015

Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of Sugar Grove, Kane County, Illinois
this 3rd day of November, 2015

ORDINANCE NO. 2015-1103

**AN ORDINANCE GRANTING VARIANCES FOR LAND AT 1560 DENNY ROAD
(JOSHUA AND JENNIFER REINERT)**

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

WHEREAS, the Village of Sugar Grove is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and, pursuant to the powers granted to it under 65 ILCS 5/1-1 *et seq.*; and,

WHEREAS, Joshua and Jennifer Reinert have petitioned for Variances to allow a single 1,350 square foot accessory building exceeding the maximum permitted size of 1,000 square feet and to allow the same accessory building with materials not matching the principal building, on property legally described in SECTION ONE; and,

WHEREAS, a public hearing has been conducted on the request by the Plan Commission of the Village of Sugar Grove on October 21, 2015, and the Commission recommended in their Recommendation PC15-10 approval of each Variance subject to certain conditions; and,

WHEREAS, the Village Board has reviewed this request and has deemed that the approval of the Variances to be consistent with the spirit and intent of 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: VARIANCES

The subject property described in **Exhibit A** is hereby granted a Variance from Section 11-4-7-H and Section 11-13-10 of the Sugar Grove Zoning Ordinance to allow a single 1,350 square foot accessory building exceeding the maximum accessory building size of 1,000 square feet, subject to the conditions provided in **Exhibit B**.

The subject property described in **Exhibit A** is hereby granted a Variance from Section 11-4-7-J and Section 11-13-10 of the Sugar Grove Zoning Ordinance to allow a single accessory building with materials that do not match those of the principal building on the property, subject to the conditions provided in **Exhibit B**.

SECTION TWO: REPEALER

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

SECTION THREE: 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 FOUR: 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 3rd day of November, 2015.

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

	Aye	Nay	Absent	Abstain
Trustee Kevin M. Geary	___	___	___	___
Trustee Sean Herron	___	___	___	___
Trustee Mari Johnson	___	___	___	___
Trustee Rick Montalto	___	___	___	___
Trustee David Paluch	___	___	___	___
Trustee Ted Koch	___	___	___	___
President P. Sean Michels	___	___	___	___

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

EXHIBIT A

Legal Description

THAT PART OF THE SOUTH HALF OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN DENNY ROAD ESTATES, A SUBDIVISION RECORDED SEPTEMBER 16, 1988 AS DOCUMENT NO. 1932351; THENCE SOUTH 00 DEGREES 02 MINUTES 55 SECONDS EAST ALONG THE WEST LINE OF LOT 1, A DISTANCE 1196.98 FEET, TO THE NORTH LINE OF DENNY ROAD AS DESCRIBED BY DOC. NO. 93K102104; THENCE NORTH 88 DEGREES 17 MINUTES 30 SECONDS WEST, ALONG THE NORTH LINE OF SAID DENNY ROAD, A DISTANCE OF 400.00 FEET; THENCE NORTH 19 DEGREES 00 MINUTES 32 SECONDS EAST, A DISTANCE OF 1216.66 FEET TO THE POINT OF BEGINNING, IN SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS.

EXHIBIT B

Conditions of Approval

1. The proposed accessory building shall substantially conform to the Site Plan, titled “Proposed Site Plan”, by Tebrugge Engineering, dated August 24, 2015 and the Elevation and Construction Plans, date stamped received October 16, 2015, except as such plans may be revised to conform to Village codes and ordinances and the following:
 - a. Add minimum 12” eaves and overhangs
 - b. Include trim around all doors and windows and corners of building
2. The applicant shall obtain a building permit prior to construction.

VILLAGE PRESIDENT

P. Sean Michels

VILLAGE ADMINISTRATOR

Brent M. Eichelberger

VILLAGE CLERK

Cynthia Galbreath



COMMUNITY DEVELOPMENT DEPARTMENT

VILLAGE TRUSTEES

Kevin Geary
Sean Herron
Mari Johnson
Rick Montalto
David Paluch
Ted Koch

R E C O M M E N D A T I O N
PC15-10

TO: Village President and Board of Trustees
FROM: Plan Commission
DATE: Meeting of October 21, 2015
CASE FILE: 15-015 1560 Denny Road

PROPOSAL

The applicant is requesting two Variances for a proposed accessory building to be located in the rear yard of this estate residential parcel.

GENERAL INFORMATION

PROJECT NAME: 1560 Denny Road
APPLICANT: Joshua and Jennifer Reinert
LOCATION: 1560 Denny Road
PARCEL NUMBER(S): 14-03-300-029
PARCEL SIZE: 5.46 acres
CURRENT ZONING: E-1 Estate Residential District
CONTIGUOUS ZONING: NORTH: (across I-88) unincorporated Kane County F Farming District
SOUTH: (across Denny Road) R-2 Single-Family Detached Residential District
EAST: E-1 Estate Residential District and unincorporated Kane County E-3 Estate Residential District
WEST: OR-2 Office Research District
CURRENT LAND USE: Single-family residence
CONTIGUOUS LAND USE: NORTH: (across I-88) Agricultural
SOUTH: (across Denny Road) Single-family Residential
EAST: Agricultural
WEST: Agricultural

LAND USE PLAN DESIGNATION: Single Family Residential

SPECIFIC REQUEST(S)

1. A variation of Section 11-4-7-H and Section 11-13-10 of the Sugar Grove Zoning Ordinance to allow a single 1,350 square foot accessory building that would exceed the maximum accessory building size of 1,000 square feet or 70% of the footprint of the principal building, whichever is less.
2. A variation of Section 11-4-7-J and Section 11-13-10 of the Sugar Grove Zoning Ordinance to allow an accessory building with materials not matching the principal building on the property, pursuant to.

CHARACTER OF AREA

The subject property is an estate residential parcel, not located within a subdivision. It is located north of the Windstone subdivision and is otherwise adjacent to land being farmed. The property to the east is owned by the Sugar Grove Fire Protection District. The character of the area is large lot residential and agricultural.

BACKGROUND & HISTORY

The applicants, Joshua and Jennifer Reinert, have submitted a request for Variances to allow a proposed accessory building at 1560 Denny Road. The applicants currently reside in the single-family residence on this property.

The subject property was annexed to the Village as part of a much larger property annexed and zoned OR-2 Office Research District on July 23, 2002. The current property owners split this 5.46 acre parcel from the larger parcel on August 12, 2011. The subject property was rezoned to E-1 Estate Residential District on November 15, 2011.

The applicant generally completed the submittal for the variance requests on September 3, 2015.

COMPREHENSIVE PLAN RECOMMENDATIONS

As to future land use, the Comprehensive Plan designates the subject property as Single Family Residential. Contiguous properties to the south and west are designated "Single Family Residential". Contiguous property to the north is designated "Business Park".

The Comprehensive Plan does not provide any policy regarding specific uses allowed in various districts of the Zoning Ordinance. The proposed accessory building could be compatible with surrounding uses as accessory buildings are allowed in all the residential districts by the Zoning Ordinance.

EVALUATION & DISCUSSION

Generally, the proposed accessory building is required to conform to the Village of Sugar Grove Zoning Ordinance, including the requirements of the E-1 Estate Residential District. The proposed accessory building would be compliant with lot coverage, yard, setback, and height requirements and would not

be located in an easement. It would not be very close to any nearby public streets. A building permit is required.

Each accessory building located on a residential zoned lot may not exceed 1,000 square feet or 70% of the footprint of the principal building, whichever is less. The proposed accessory building is 1,350 square feet which exceeds 1,000 square feet and 1,582 square feet (70% of the footprint of the 2,260 square foot principal building). The proposed accessory building exceeds the maximum size requirement and a **Variance** is requested.

The proposed colors for the accessory building will match the existing single-family house. However, the accessory building will be constructed of metal while the existing single-family utilizes siding and shingles as exterior materials. Since the building materials of the accessory building will not match the materials of the principal building, a **Variance** is requested.

The requested variances do not appear to satisfy the strict application of the standards required to approve variance requests. However, the nature, size and scale of the proposed accessory building is not out of character for the immediate area.

PUBLIC COMMENT

Staff received one public inquiry about the proposal prior to the Plan Commission public hearing. At the public hearing, a few nearby residents attended to ask questions about the project. Once questions were answered, no objections were noted.

RECOMMENDATION

The Plan Commission recommends the Village Board approve the Variances for the proposed accessory building pursuant to Sections 11-4-7-H, 11-4-7-J, and 11-13-10 of the Sugar Grove Zoning Ordinance, subject to the following conditions:

1. That the proposed accessory building shall substantially conform to the Site Plan, titled "Proposed Site Plan", by Tebrugge Engineering, dated August 24, 2015 and the Elevation and Construction Plans date stamped received October 16, 2015, except as such plans may be revised to conform to Village codes and ordinances and the following:
 - a. Add minimum 12-inch eaves and overhangs
 - b. Include trim around all doors and windows and corners of buildings
2. The applicant shall obtain a building permit prior to construction.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS
GEOFF PAYTON, STREETS & PROPERTIES SUPERVISOR
SUBJECT: RESOLUTION: AUTHORIZING AN AGREEMENT FOR PHASE II
ENGINEERING SERVICES FOR DENNY ROAD LAFO PROJECT - EEI
AGENDA: NOVEMBER 3, 2015 VILLAGE BOARD MEETING
DATE: OCTOBER 28, 2015

ISSUE

Should the Village Board approve Phase II Engineering Services for the Denny Road LAFO Project.

DISCUSSION

In an effort to utilize Grant funding sources for pavement maintenance, staff has developed another project for LAFO Funding.

The Local Agency Functional Overlay (LAFO) provides funding to municipalities for projects through the Kane/Kendall Council of Mayors (KKCOM).

Projects approved for LAFO funding are eligible for a match ratio of 75% of the construction and construction engineering costs with a maximum Grant of \$500,000.00. Phase I and II Engineering would be funded 100% by the Village. Currently, the Village has one other project approved for STP Funding on the KKCOM five year plan: the Bliss Road at IL Route 47 STP Project.

Attached for your review is the proposal from Engineering Enterprises, Inc. to provide professional preliminary Phase II engineering services for the Denny Road LAFO Project. The total for Phase II Engineering for the Denny Road LAFO Project will be provided for an estimated lump sum of \$19,000.00. Phase I engineering was approved at the February 3, 2015 Board Meeting.

The total estimated cost of Denny Road LAFO Project is \$398,200.00. The Village's share of the total cost is \$124,300.00. The Village was awarded \$273,900.00 from LAFO Funding.

	Local Funding	KKCOM	Total
Phase I	14,000.00	0.00	14,000.00
Phase II Eng	19,000.00	0.00	19,000.00
Phase III Eng	9,800.00	29,400.00	39,200.00
Construction	<u>81,500.00</u>	<u>244,500.00</u>	<u>326,000.00</u>
Total	\$ 124,300.00	\$ 273,900.00	\$ 398,200.00

The Denny Road LAFO Project is scheduled for letting in April 22, 2016 with construction anticipated to begin in Summer 2016.

COST

The total estimated cost for the preliminary Phase II engineering for the Denny Road LAFO Project is \$19,000.00. This FYE 2015-16 Capital Budget currently has \$35,000.00 allocated for this project in account 35-53-6303: Engineering Services.

RECOMMENDATION

The Village Board approves Resolution # **20151103PW1** authorizing an agreement with Engineering Enterprises, Inc. for the Professional Preliminary Phase II Engineering Services for the Denny Road LAFO Project.



RESOLUTION NO.20151103PW1

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT
WITH ENGINEERING ENTERPRISES, INC. FOR THE
DENNY ROAD LAFO PROJECT**

WHEREAS, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to engage the services of Engineering Enterprises, Inc. to provide professional preliminary Phase II engineering services for the Denny Road LAFO Project, and to execute the attached agreement;

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

That attached hereto and incorporated herein by reference as Exhibit A is an agreement between Engineering Enterprises, Inc. and the Village of Sugar Grove for professional preliminary Phase II engineering services for the Denny Road LAFO Project. The President and Clerk are hereby authorized to execute said agreement on behalf of the Village and to take such further actions as are necessary to fulfill the terms of said agreement.

Passed by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, at a regular meeting thereof held on the 3rd day of November, 2015.

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

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

	Aye	Nay	Absent	Abstain
Trustee Kevin M. Geary	_____	_____	_____	_____
Trustee Sean Herron	_____	_____	_____	_____
Trustee Ted Koch	_____	_____	_____	_____
Trustee Mari Johnson	_____	_____	_____	_____
Trustee Rick Montalto	_____	_____	_____	_____
Trustee David Paluch	_____	_____	_____	_____



October 28, 2015

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

**Re: Denny Road LAFO
Sugar Grove, Illinois**

Dear Mr. Speciale:

Enclosed for your review and approval by the Village Board are two (2) copies of the Phase II Engineering Agreement for the Denny Road Local Agency Functional Overlay (LAFO) project.

The limits of the project will be from Bliss Road east to the Village limits (180' east of Pinecrest Drive) for a gross project length of approximately 3,520 LF. (See attached location map)

Our total fee amount for Phase II is \$19,000 as noted in the attached agreement. Please contact our office if you have any questions or if you require any additional information.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in black ink that reads "Michele L. Piotrowski".

Michele L. Piotrowski, P.E., LEED AP
Project Manager

DRB

pc: Mr. Brent Eichelberger, Village Administrator

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, by and between the VILLAGE OF SUGAR GROVE, an Illinois municipal corporation (hereinafter referred to as "VILLAGE") and Engineering Enterprises, Inc. (hereinafter referred to as "ENGINEER").

WHEREAS, the VILLAGE desires to engage the ENGINEER to furnish certain professional services in connection with Denny Road Local Agency Functional Overlay (LAFO): Bliss Road to 180' east of Pinecrest Drive - Phase II Engineering (hereinafter referred to as the PROJECT); and

WHEREAS, the ENGINEER represents that he is in compliance with Illinois Statutes relating to professional registration of individuals and has the necessary expertise and experience to furnish such services upon the terms and conditions set forth herein below.

NOW, THEREFORE, it is hereby agreed by and between the VILLAGE and the ENGINEER that the VILLAGE does hereby retain the ENGINEER for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged to act for and represent it in the engineering matters involved in the PROJECT as described herein, subject to the following terms and conditions and stipulations, to-wit:

1. SCOPE OF SERVICES

- A. All work hereunder shall be performed under the direction of the PUBLIC WORKS DIRECTOR of the VILLAGE, herein after referred to as the "PUBLIC WORKS DIRECTOR".
- B. A detailed Scope of Services and Project Schedule is attached hereto as **Attachment A**.

2. PROGRESS REPORTS

- A. Progress will be recorded on the project schedule and submitted monthly as a component of the Status Report described in B below.
- B. The ENGINEER will submit to the PUBLIC WORKS DIRECTOR monthly a status report keyed to the project schedule. A brief narrative will be provided identifying progress, findings and outstanding issues.

3. WORK PRODUCTS

All work product prepared by the ENGINEER pursuant hereto including, but not limited to, reports, plans, designs, calculations, work drawings, studies, photographs, models and recommendations shall be the property of the VILLAGE and shall be delivered to the VILLAGE upon request of the PUBLIC WORKS DIRECTOR; provided, however, that the ENGINEER may retain copies of such work product for its records. ENGINEER'S

execution of this Agreement shall constitute ENGINEER'S conveyance and assignment of all right, title and interest, including but not limited to any copyright interest, by the ENGINEER to the VILLAGE of all such work product prepared by the ENGINEER pursuant to this Agreement. The VILLAGE shall have the right either on its own or through such other engineers as determined by the VILLAGE to utilize and/or amend such work product. Any such amendment to such work product shall be at the sole risk of the VILLAGE. Such work product is not intended or represented to be suitable for reuse by the VILLAGE on any extension to the PROJECT or on any other project, and such reuse shall be at the sole risk of the VILLAGE without liability or legal exposure to the ENGINEER.

4. PAYMENTS TO THE ENGINEER (Lump Sum Method)

- A. The VILLAGE shall pay the ENGINEER for services under this Agreement a lump sum of Nineteen Thousand Dollars (\$19,000), regardless of actual costs incurred by the ENGINEER unless substantial modifications to the project are authorized in writing by the VILLAGE ENGINEER.
- B. The VILLAGE shall make periodic payments to the ENGINEER based upon actual progress within 30 days after receipt and approval of invoice. ENGINEER shall conform to the provisions and requirements of the Level of Effort and Associated Cost which are attached hereto and made a part hereof as **Attachment B**.

5. INVOICES

- A. The ENGINEER shall submit invoices in a format approved by the VILLAGE.
- B. The ENGINEER shall maintain records showing actual time devoted and cost incurred. The ENGINEER shall permit the authorized representative of the VILLAGE to inspect and audit all data and records of the ENGINEER for work done under this Agreement. The ENGINEER shall make these records available at reasonable times during the Agreement period, and for a year after termination of this Agreement.

6. TERMINATION OF AGREEMENT

Notwithstanding any other provision hereof, the VILLAGE may terminate this Agreement at any time upon fifteen (15) days prior written notice to the ENGINEER. In the event that this Agreement is so terminated, the ENGINEER shall be paid for services actually performed and reimbursable expenses actually incurred prior to termination, except that reimbursement shall not exceed the task amounts set forth under Paragraph 4 above.

7. TERM

This Agreement shall become effective as of the date the ENGINEER is given a notice to proceed and, unless terminated for cause or pursuant to Article 5, shall be deemed

concluded on the date the VILLAGE determines that all of the ENGINEER's work under this Agreement is completed. A determination of completion shall not constitute a waiver of any rights or claims which the VILLAGE may have or thereafter acquire with respect to any term or provision of the Agreement.

8. NOTICE OF CLAIM

If the ENGINEER wishes to make a claim for additional compensation as a result of action taken by the VILLAGE, the ENGINEER shall give written notice of his claim within 15 days after occurrence of such action. No claim for additional compensation shall be valid unless so made. Any changes in the ENGINEER's fee shall be valid only to the extent that such changes are included in writing signed by the VILLAGE and the ENGINEER. Regardless of the decision of the PUBLIC WORKS DIRECTOR relative to a claim submitted by the ENGINEER, all work required under this Agreement as determined by the PUBLIC WORKS DIRECTOR shall proceed without interruption.

9. BREACH OF CONTRACT

If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other party has the right to seek such administrative, contractual or legal remedies as may be suitable to the violation or breach; and, in addition, if either party, by reason of any default, fails within fifteen (15) days after notice thereof by the other party to comply with the conditions of the Agreement, the other party may terminate this Agreement. Notwithstanding the foregoing, or anything else to the contrary in this Agreement, with the sole exception of an action to recover the monies the VILLAGE has agreed to pay to the ENGINEER pursuant to Paragraph 4 hereof, no action shall be commenced by the ENGINEER against the VILLAGE for monetary damages. ENGINEER hereby further waives any and all claims or rights to interest on money claimed to be due pursuant to this Agreement, and waives any and all such rights to interest which it claims it may otherwise be entitled pursuant to law, including, but not limited to, the Local Government Prompt Payment Act (50 ILCS 501/1, *et seq.*), as amended, or the Illinois Interest Act (815 ILCS 205/1, *et seq.*), as amended. The parties hereto further agree that any action by the ENGINEER arising out of this Agreement must be filed within one year of the date the alleged cause of action arose or the same will be time-barred. The provisions of this paragraph shall survive any expiration, completion and/or termination of this Agreement.

10. INDEMNIFICATION

To the fullest extent permitted by law, ENGINEER agrees to and shall indemnify, defend and hold harmless the VILLAGE, its officers, employees, agents, boards and commissions from and against any and all claims, suits, judgments, costs, attorney's fees, damages or other relief, including but not limited to workers compensation claims, in any way resulting from or arising out of negligent actions or omissions of the ENGINEER in connection herewith, including negligence or omissions of employees or agents of the ENGINEER arising out of the performance of this Agreement. In the event of any action

against the VILLAGE, its officers, employees, agents, boards or commissions, covered by the foregoing duty to indemnify, defend and hold harmless such action shall be defended by legal counsel of the VILLAGE's choosing. The provisions of this paragraph shall survive any expiration and/or termination of this Agreement.

11. **NO PERSONAL LIABILITY**

No official, director, officer, agent or employee of the VILLAGE shall be charged personally or held contractually liable under any term or provision of this Agreement or because of their execution, approval or attempted execution of this Agreement.

12. **INSURANCE**

A. **Comprehensive Liability.** The ENGINEER shall provide, pay for and maintain in effect, during the term of this Agreement, a policy of comprehensive general liability insurance with limits of at least \$1,000,000 aggregate for bodily injury and \$1,000,000 aggregate for property damage.

The ENGINEER shall deliver to the PUBLIC WORKS DIRECTOR a Certification of Insurance naming the VILLAGE as additional insured. The policy shall not be modified or terminated without thirty (30) days prior written notice to the DIRECTOR.

The Certificate of Insurance which shall include Contractual obligation assumed by the ENGINEER under Article 10 entitled "Indemnification" shall be provided.

This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the VILLAGE. There shall be no endorsement or modification of this insurance to make it excess over other available insurance, alternatively, if the insurance states that it is excess or prorated, it shall be endorsed to be primary with respect to the VILLAGE.

B. **Comprehensive Automobile Liability.** Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired motor vehicles with limits of not less than \$500,000 per occurrence for damage to property.

C. **Combined Single Limit Policy.** The requirements for insurance coverage for the general liability and auto exposures may be met with a combined single limit of \$1,000,000 per occurrence subject to a \$1,000,000 aggregate.

D. **Professional Liability.** The ENGINEER shall carry Engineers Professional Liability Insurance Covering claims resulting from error, omissions or negligent acts with a combined single limit of not less than \$1,000,000 per occurrence. A Certificate of Insurance shall be submitted to the PUBLIC WORKS DIRECTOR as evidence of insurance protection. The policy shall not be modified or

terminated without thirty (30) days prior written notice to the PUBLIC WORKS DIRECTOR.

13. CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES AND SAFETY

The ENGINEER shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction, unless specifically identified in the Scope of Services.

14. NONDISCRIMINATION

In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status, of the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension, in whole or in part, of the Agreement by the VILLAGE.

15. ASSIGNMENT AND SUCCESSORS

This Agreement and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignment shall be made without the prior written consent of the VILLAGE.

16. DELEGATIONS AND SUBCONTRACTORS

Any assignment, delegation or subcontracting shall be subject to all the terms, conditions and other provisions of this Agreement and the ENGINEER shall remain liable to the VILLAGE with respect to each and every item, condition and other provision hereof to the same extent that the ENGINEER would have been obligated if it had done the work itself and no assignment, delegation or subcontract had been made. Any proposed subcontractor shall require the VILLAGE's advanced written approval.

17. NO CO-PARTNERSHIP OR AGENCY

This Agreement shall not be construed so as to create a partnership, joint venture, employment or other agency relationship between the parties hereto.

18. SEVERABILITY

The parties intend and agreed that, if any paragraph, sub-paragraph, phrase, clause or other provision of this Agreement, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.

19. HEADINGS

The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit or describe the scope of intent of any provision of this Agreement, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

20. MODIFICATION OR AMENDMENT

This Agreement and its attachments constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof, or change order as herein provided.

21. APPLICABLE LAW

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights pursuant to this Agreement shall be in the Circuit Court of Kane County, Illinois.

22. NEWS RELEASES

The ENGINEER may not issue any news releases without prior approval from the PUBLIC WORKS DIRECTOR, nor will the ENGINEER make public proposals developed under this Agreement without prior written approval from the PUBLIC WORKS DIRECTOR prior to said documentation becoming matters of public record.

23. COOPERATION WITH OTHER CONSULTANTS

The ENGINEER shall cooperate with any other consultants in the VILLAGE's employ or any work associated with the PROJECT.

24. INTERFERENCE WITH PUBLIC CONTRACTING

The ENGINEER certifies hereby that it is not barred from bidding on this contract as a result of a violation of 720 ILCS 5/33E et seq. or any similar state or federal statute regarding bid rigging.

25. SEXUAL HARASSMENT

As a condition of this contract, the ENGINEER shall have written sexual harassment policies that include, at a minimum, the following information:

- A. the illegality of sexual harassment;
- B. the definition of sexual harassment under state law;
- C. a description of sexual harassment, utilizing examples;
- D. the vendor's internal complaint process including penalties;
- E. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights, and the Illinois Human Rights Commission;
- F. directions on how to contact the department and commission;
- G. protection against retaliation as provided by Section 6-101 of the Human Rights Act.

A copy of the policies shall be provided by ENGINEER to the Department of Human Rights upon request 775 ILCS 5/2-105.

26. SUBSTANCE ABUSE PROGRAM.

As a condition of this agreement, ENGINEER shall have in place a written substance abuse prevention program which meets or exceeds the program requirements in the Substance Abuse Prevention Public Works Project Act at 820 ILCS 265/1 et seq. A copy of such policy shall be provided to the Village prior to the entry into and execution of this agreement.

27. WRITTEN COMMUNICATIONS

All recommendations and other communications by the ENGINEER to the PUBLIC WORKS DIRECTOR and to other participants which may affect cost or time of completion, shall be made or confirmed in writing. The PUBLIC WORKS DIRECTOR may also require other recommendations and communications by the ENGINEER be made or confirmed in writing.

28. NOTICES

All notices, reports and documents required under this Agreement shall be in writing and shall be mailed by First Class Mail, postage prepaid, addressed as follows:

A. As to VILLAGE:

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

B. As to ENGINEER:

Michele L. Piotrowski, P.E.
Project Manager
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

29. COMPLIANCE WITH LAWS

Notwithstanding any other provision of this Agreement it is expressly agreed and understood that in connection with the performance of this Agreement that the ENGINEER shall comply with all applicable Federal, State, village and other requirements of law, including, but not limited to, any applicable requirements regarding prevailing wages, minimum wage, workplace safety and legal status of employees. Without limiting the foregoing, ENGINEER hereby certifies, represents and warrants to the VILLAGE that all ENGINEER'S employees and/or agents who will be providing products and/or services with respect to this Agreement shall be legal residents of the United States. ENGINEER shall also at its expense secure all permits and licenses, pay all charges and fees and give all notices necessary and incident to the due and lawful prosecution of the work, and/or the products and/or services to be provided for in this Agreement. The VILLAGE shall have the right to audit any records in the possession or control of the ENGINEER to determine ENGINEER'S compliance with the provisions of this section. In the event the VILLAGE proceeds with such an audit the ENGINEER shall make available to the VILLAGE the ENGINEER'S relevant records at no cost to the VILLAGE. ENGINEER shall pay any and all costs associated with any such audit.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement effective as of the date and year first written above.

FOR THE VILLAGE:

FOR THE ENGINEER:

By _____
Village President

By: Michele L. Piotrowski
Name/Print: Michele L. Piotrowski, P.E.
Title: Project Manager

Attest:

Village Clerk

ATTACHMENT A
Village of Sugar Grove
Denny Road Local Agency Functional Overlay (LAFO) - Phase II
Project Scope and Tentative Schedule
October 27, 2015

<u>Scope of Services Work Item</u>	<u>Projected Dates</u>
Village Board Approves Phase II Engineering Agreement	11/3/2015
Submit D1 PI0004 - Project Program Information Form to IDOT through KKCOM Planning Liaison***	TBD
Submit Final Phase I Documents***	TBD
Prepare Abbreviated Plans & Specifications in Accordance with LAFO Guidelines	11/3/2015-11/20/2015
Internal QC/QA of Plans & Specifications	11/23/2015-11/27/2015
Submit Preliminary PS&E to Village & IDOT (Bureau of Local Roads - Carmen Ramos)**	11/27/2015
3 - Plan Sets (11x17)	
3 - Specifications (Special Provisions, BDE Special Provisions, LR SP, Check Sheets, etc.)	
3 - BDE 220A – Estimate of Time Required	
2 - BLR 11510 – Estimate of Cost (with EEO percentages)	
1 - Cost Breakdowns for the LSUM Items	
Receive Review Comments from Village & IDOT	January 2016
Complete Revisions to Plans & Specifications and QC/QA of all Final Documents	January 2016
Final PS&E Submittal to IDOT (Bureau of Local Roads - Carmen Ramos)***	1/25/2016
1 - Plan Set (22x34 Paper)	
1 - Cover Sheet and Summary of Quantities (22x34 Mylar)	
2 - Plan Sets (11x17)	
3 - Specifications (Special Provisions, BDE Special Provisions, LR SP, Check Sheets, etc.)	
3 - BDE 220A – Estimate of Time Required	
3 - BLR 11510 – Estimate of Cost (with prices)	
3 - BLR 11510 – Estimate of Cost (without prices)	
3 - Cost Breakdowns for the LSUM Items	
1 - Copy of Phase I approval page with signature and date	
1 - Disposition of Comments	
IDOT's Original Markups	
Additional Submittal to IDOT through KKCOM Planning Liaison***	1/25/2016
Draft BLR 05611 - Construction Engineering Services Agreement for Federal Participation	
Draft BLR 05310 - Local Agency Agreement for Federal Participation (LAA)	
BC 775 - Local Public Agency Resident Construction Supervisor/ In Responsible Charge	
Revise Construction Engineering Services Agreement and LAA Per IDOT Comments; Submit to Village***	February 2016
Village Processes and Executes Construction Engineering Services Agreement and LAA***	February 2016
Submit Executed Construction Engineering Services Agreement and LAA to IDOT for Approval***	3/4/2016
State Letting	4/22/2016
Project Award*	May 2016
Project Execution*	June 2016
Preconstruction Meeting at IDOT*	June 2016
Construction Begins*	June 2016

* Post letting dates depend on IDOT and vary depending on their workload and number of projects on the letting

** Number of copies to be confirmed with IDOT when scope is finalized

*** Can not be submitted until the pending FAU designation is approved by IDOT/FHWA. Letting is contingent upon FAU addition.



Standard Schedule of Charges

January 1, 2015

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$190.00
Principal	E-3	\$185.00
Senior Project Manager	E-2	\$175.00
Project Manager	E-1	\$158.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$146.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$137.00
Project Engineer/Planner/Surveyor	P-4	\$125.00
Senior Engineer/Planner/Surveyor	P-3	\$114.00
Engineer/Planner/Surveyor	P-2	\$105.00
Associate Engineer/Planner/Surveyor	P-1	\$ 94.00
Senior Project Technician II	T-6	\$137.00
Senior Project Technician I	T-5	\$125.00
Project Technician	T-4	\$114.00
Senior Technician	T-3	\$105.00
Technician	T-2	\$ 94.00
Associate Technician	T-1	\$ 82.00
Administrative Assistant	A-3	\$ 78.00

CREW RATES, VEHICLES AND REPROGRAPHICS

1 Man Field Crew with Standard Survey Equipment		\$149.00
2 Man Field Crew with Standard Survey Equipment		\$233.00
1 Man Field Crew with RTS or GPS *		\$184.00
2 Man Field Crew with RTS or GPS *		\$268.00
Vehicle for Construction Observation		\$15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)	

*RTS = Robotic Total Station / GPS = Global Positioning System

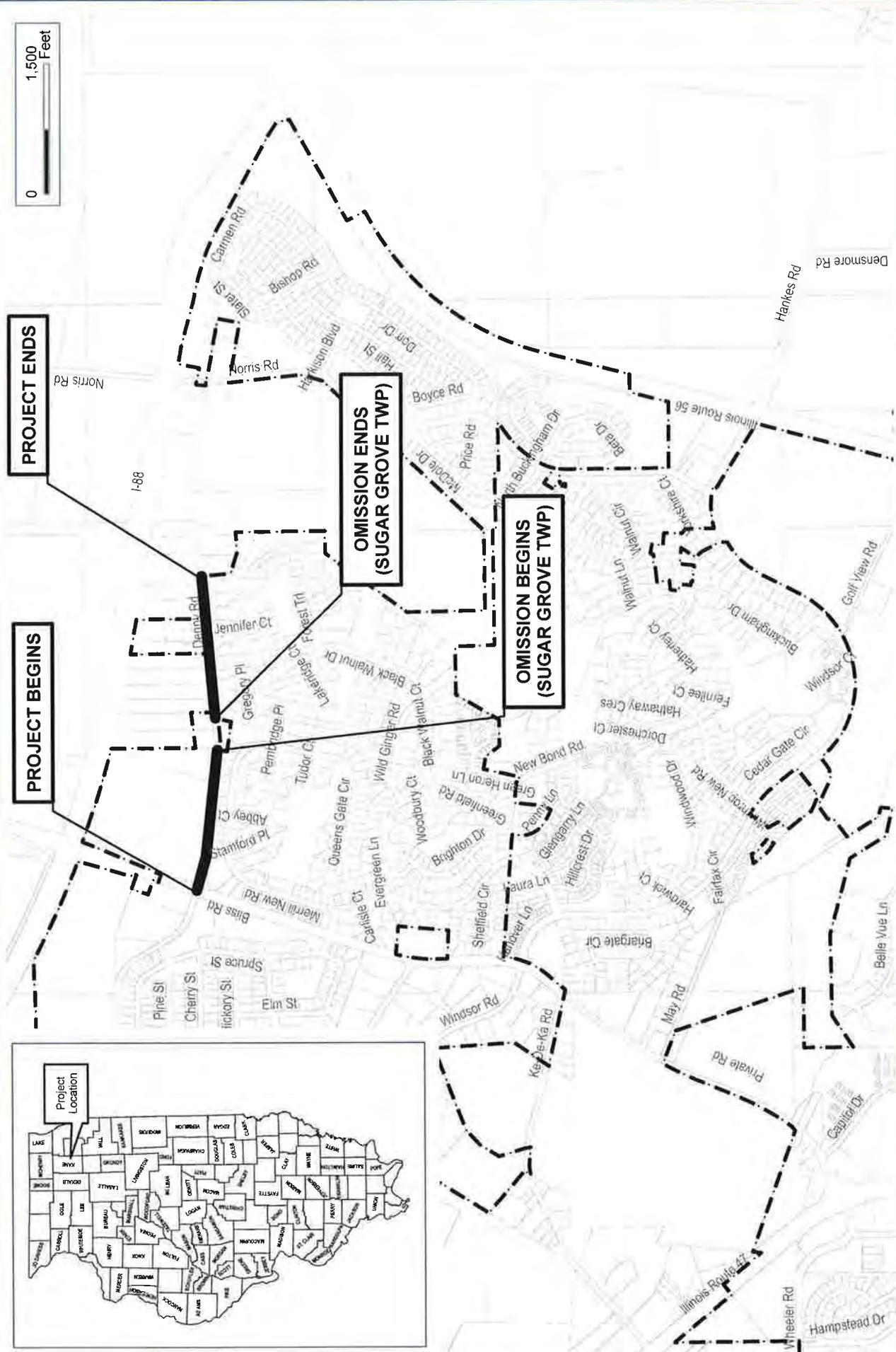
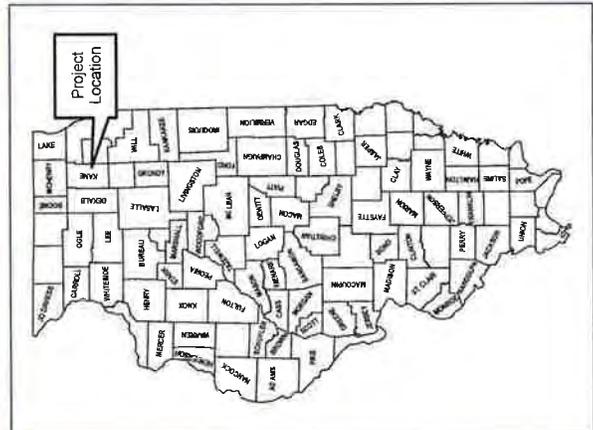


PROJECT ENDS

PROJECT BEGINS

**OMISSION ENDS
(SUGAR GROVE TWP)**

**OMISSION BEGINS
(SUGAR GROVE TWP)**



DENNY ROAD (LAFO)
 FROM BLISS ROAD TO VILLAGE LIMITS
 VILLAGE OF SUGAR GROVE
 KANE COUNTY, ILLINOIS
 PROPOSED MAJOR COLLECTOR

DATE:	MAY 2015
PROJECT NO.:	SG1501
BY:	KKP
PATH:	H:\GIS\PUBLIC\SUGAR GROVE\GIS
FILE:	SG1501-Denny Rd.mxd

Village of Sugar Grove
 10 S. Municipal Drive
 Sugar Grove, IL 60554
 630-466-4507

Engineering Enterprises, Inc.
 52 Wheeler Road
 Sugar Grove, Illinois 60554
 (630) 466-6700
www.eeiweb.com



**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: PAT CHAMBERLIN, FINANCE DIRECTOR
SUBJECT: 2015 PROPOSED PROPERTY TAX LEVY ANNOUNCEMENT
AGENDA: NOVEMBER 3, 2015 REGULAR BOARD MEETING
DATE: OCTOBER 30, 2015

ISSUE

Should the Village announce and approve the estimated and proposed 2015 property tax levy.

DISCUSSION

State statute requires that the Village announce and approve its estimated and proposed 2015 property tax levy at least 20 days prior to the passage of the tax levy ordinance. The tax levy ordinance is scheduled for approval on December 1, 2015, in advance of the December 29, 2015, filing deadline.

Staff recommends that the Village Board announce and approve an estimated and proposed tax levy of \$4,095,080.17. After reductions for bond abatements and actual EAV adjustments, the estimated property taxes are \$1,586,185.00, which is \$35,199.21 (2.27%) above the 2015 extension amount of \$1,550,985.79.

The Special Assessment (SBA No. 17) for the Mallard Point/Rolling Oaks Area project will continue and the SSA No. 16 is scheduled to begin at \$54.59 Mallard Point/\$36.85 Rolling Oaks. The SSA No. 16 is for Mallard Point/Rolling Oaks that did not receive approval last year in the tax levy process.

The SSA No. 10, which consists of the Sugar Grove Center, will levy a tax of one half percent (0.5% or \$.50 per \$100) of the equalized assessed valuation or approximately \$26,171.

Attached is the memo describing the tax levy process and the spreadsheet used to calculate the tax levy.

COST

Costs associated with this item include the required publication notice, estimated to cost \$350. These costs will be deducted from account 01-56-6503, Publishing, which has a current balance remaining of \$650.

RECOMMENDATION

That the Board announce and approve the estimated and proposed 2015 property tax levy in the amount of \$4,095,080.17. The Board also approve the Special Assessment (SBA No. 17) for the Mallard Point/Rolling Oaks Area, the SSA No. 16 for Mallard Point and Rolling Oaks, and the SSA No. 10 for the Sugar Grove Center.

VILLAGE OF SUGAR GROVE
MEMO

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: PAT CHAMBERLIN, FINANCE DIRECTOR
SUBJECT: 2015 PROPERTY TAX LEVY PROCESS
DATE: OCTOBER 30, 2015

It is that time again when the Village, as well as all taxing bodies in the State, establishes its property tax levy for 2015. The Village must pass the Tax Levy Ordinance and file the Ordinance with the County Clerk's office no later than Tuesday, December 29, 2015. During the beginning of the following calendar year, the County Clerk's office calculates the tax extension. The Village will then receive tax collections from Kane County in various installments from May 2016 through December 2015.

There are two State Statute provisions that affect the Village's tax levy process. The first provision is what is commonly known as the "Tax Cap". In the early 1990's, State legislators approved the Property Tax Limitation Act, which provides that operating levy increases cannot exceed the Consumer Price Index increase for the prior calendar year, plus new growth. New growth consists of annexations of property and new building activity. For the 2015 tax levy, the CPI is 0.80%. New growth is even more difficult to determine during the current economy and construction period.

Because the Village and similar taxing bodies are not in a position to precisely estimate new growth, a consistent means of developing the tax levy is to increase the prior year levy by an over-inflated amount. The taxing bodies do this because if a taxing body's assumption on growth is too low, the taxing body loses the revenue increase related to those properties forever. During the tax extension process, the County will then decrease the proposed levies to the maximum amount allowed under the Tax Cap.

The second State Statute provision that affects the levy process is what is known as the Truth in Taxation Act. The Act provides that if the proposed property tax levy, excluding the debt portion, exceeds the prior year's property tax extension (excluding debt) by more than 5%, then the Village must meet certain public hearing and notice/publication requirements outlined in the Act. In addition, the amount of the proposed property tax levy, regardless of size, must be announced at least 20 days prior to passage of the Tax Levy Ordinance.

Based upon the above provisions, I have prepared a tax levy totaling \$4,095,080.17 that reflects a 37.24% increase over the 2015 tax levy extension. This year's levy amount includes \$1,440,365.00 in General Obligation Bonds that will be abated in the current year. Based upon prior experience and the current economic situation, the actual levy amount extended and

collected should be approximately 2.27% above last year's levy extension. Details of the proposed tax levy can be found on the attached spreadsheet.

The schedule for passage of the tax levy is as follows:

Date	Action
November 3, 2015 Board Meeting	Announcement and presentation to the Village Board of the proposed tax levy in the amount of \$4,095,080.17.
November 6, 2015	Publish public hearing notice in the Kane County Chronicle
November 17, 2015 Board Meeting	Conduct the public hearing
December 1, 2015 Board Meeting	Pass Tax Levy and related Ordinances
December 9, 2015	File ordinances and Truth in Taxation Certificate with County Clerk's Office

Also, be advised that for levy purposes, the Village has five General Obligation Alternate Revenue Bonds outstanding; dated 2006, 2008A, 2009, 2013A, and 2013B. These bond issues use revenue sources other than property taxes to fund debt service payments; however, the bond issues have an ultimate funding backup of property taxes. State Law provides that each year, the Village must pass abatement ordinances so property taxes are not extended on the bond issues. Staff will place the Abatement Ordinances before the Board for consideration at the December 1, 2015, Board Meeting.

In addition, the Village passed a special assessment ordinance in 2012 to assess a tax levy to cover the costs of improvements in the Mallard Point/Rolling Oaks Area. These taxes are required to pay down the principal and interest on the debt assumed by the Village to cover the cost of the improvements.

The Village is also scheduled to initiate the Mallard Point (MP)/Rolling Oaks Area (RO) SSA at \$54.59MP/\$36.85 RO.

There currently is a dormant SSA No. 10 on the properties that comprise the Sugar Grove Center. The detention basin at the southeast corner of Capitol Drive and Park Avenue have not been maintained for more than a year. There are 17 property owners that are currently in this SSA. The Village will levy a tax of one half percent (0.5% or \$.50 per \$100) of the equalized assessed valuation. The approximate amount for this levy year would be \$26,171.

Should you have questions regarding this matter, please contact me.

**NOTICE OF PROPOSED PROPERTY TAX LEVY
FOR THE VILLAGE OF SUGAR GROVE, ILLINOIS**

- I. A public hearing to approve a proposed property tax levy increase for the Village of Sugar Grove, Illinois for 2015, will be held on Tuesday, November 17, 2015, at 6:00 p.m. at the Sugar Grove Municipal Center, 10 South Municipal Drive, Sugar Grove, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Pat Chamberlin, Finance Director, 10 South Municipal Drive, Sugar Grove, IL (630) 466-4507.

- II. The corporate and special purpose property taxes extended for 2014 were \$1,550,985.79.

The proposed corporate and special purpose property taxes to be levied for 2015 are \$2,654,715.17. This represents a 71.16% increase over the previous year.

- III. The property taxes extended for debt service and public building commission leases for 2014 were \$0.00.

The estimated property taxes to be levied for debt service and public building commission leases for 2015 are \$0.00. This represents a 0.00% increase over the previous year.

- IV. The total property taxes extended or abated for 2014 were \$1,550,985.79.

The estimated total property taxes to be levied for 2015 are \$2,654,715.17. This represents a 71.16% increase over the previous year.

Cynthia L. Galbreath
Village Clerk
Village of Sugar Grove, IL

Village of Sugar Grove
2015 Tax Levy Calculation
For Ordinance Purposes Only

Property Tax Type	2014 Kane County Extension	2015 Proposed Levy	% Change	Projected 2015 Tax Levy Extension
Corporate	\$ 714,065.88	\$ 1,363,764.53	15,934.12	730,000.00
IMRF	45,327.21	69,914.88	(5,327.21)	40,000.00
Police Protection	148,150.14	228,520.66	(8,150.14)	140,000.00
Police Pension	273,466.83	421,826.83	94,718.17	368,185.00
Audit	15,223.13	23,481.36	(2,223.13)	13,000.00
Liability Insurance	82,529.59	127,303.34	(37,529.59)	45,000.00
Street Lighting	60,253.12	92,939.62	(5,253.12)	55,000.00
Social Security	211,969.89	326,963.95	(16,969.89)	195,000.00
Total excluding bonds	<u>1,550,985.79</u>	<u>2,654,715.17</u>	35,199.21 71.16%	<u><u>1,586,185.00</u></u>
Bonds & Interest				
*2006 General Obligation Bond	378,975.00	380,138.00		
*2006A General Obligation Bond	-	-		
*2008A General Obligation Bond	143,625.00	141,625.00		
*2009 General Obligation Bond	314,590.00	321,940.00		
*2013A General Obligation Bond	442,513.00	445,012.00		
*2013B General Obligation Bond	153,150.00	151,650.00		
Total bonds	<u>1,432,853.00</u>	<u>1,440,365.00</u>		0.52%
GRAND TOTAL	<u><u>\$ 2,983,838.79</u></u>	<u><u>\$ 4,095,080.17</u></u>		37.24%

*Bond and Interest for the 2006, 2006A, 2008A, 2008B, and 2009 General Obligation Bonds were abated in the prior year. Bond and Interest for the 2006, 2006A, 2008A, 2009, 2013A and 2013B General Obligation Bonds will be abated in the current year.

51.37%

2.63%

8.61%

15.89%

0.88%

4.80%

3.50%

12.32%

100.00%

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: RESIDENTIAL STIMULUS PROGRAM CAP FEE
AGENDA: NOVEMBER 3, 2015 REGULAR VILLAGE BOARD MEETING
DATE: OCTOBER 30, 2015

ISSUE

Should the Village approve the Residential Stimulus Program Cap Fee for the next twelve months.

DISCUSSION

On October 15, 2014 the Village Board adopted a Resolution for a residential Impact Fee/Transition Fee Rebate Program (commonly referred to as the Stimulus Program) that capped building permit fees at \$16,500.00 for the following twelve months. That Program is due to expire on October 31, 2015.

Given that the active residential developments (Hannaford Farm, Meadowridge Villas, and Prairie Glen) are subject to fee arrangements dictated by their respective annexation agreements, the stimulus program directly benefits a very small number of new home permit applications. During the past year the Stimulus Program cap was not applied to any new single family building permit because the building permit fees did not exceed the cap amount.

COSTS

There is no direct cost associated with the program.

ATTACHMENTS

1. Resolution Instituting an Impact Fee/Transition Fee Rebate Program.

RECOMMENDATION

If the Village Board desires to extend the stimulus program the Village Board should approve Resolution 2015-1103_, Instituting an Impact Fee/Transition Fee Rebate Program. Otherwise the program will have expired without any further action by the Village Board.

RESOLUTION NO. 2015-1103C

A Resolution Instituting an Impact Fee/Transition Fee Rebate Program in the Village of Sugar Grove, Kane County, Illinois

WHEREAS, the Village of Sugar Grove, has for many years, been imposing impact fees through its annexation agreements and development agreements, special uses and Planned Unit Developments where appropriate; and

WHEREAS, due to the difficult economic conditions, development in the Village has been substantially reduced or halted; and,

WHEREAS, the Village finds that attempts to stimulate development are in the best interests of the citizens of the Village of Sugar Grove.

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

1. That, pursuant to various annexation agreements, development agreements, Planned Unit Development Ordinances, and similar documents granting entitlements to property and developers of property, the Village imposes permit, impact and transition fees on units in the Village of Sugar Grove.
2. That, certain units pay no such impact fees or transition fees, due to their not being subject to any such entitlement documents as outlined in Paragraph 1 above.
3. That, only to the extent that a given unit would be assessed fees in an amount greater than \$16,500 shall the provisions of this program applies.
4. Staff is hereby delegated the power to determine the appropriate fees due to the Village.
5. As certain fees are currently due at building permit and certain applicable fees are due at issuance of the certificate of occupancy. Staff is further hereby delegated the power to defer payment of fees from building permit application to issuance of the certificate of occupancy in their discretion.
6. All applicable fees shall be paid at issuance of building permit by the individual/entity wishing to participate in this program.
7. This resolution shall expire on October, 31, 2016 at 4:30 P.M. In order to be entitled to participate in this program, the individual/entity must apply for and receive a building permit by the above date/time along with payment of any fees due at building permit.
8. Any permit applications/payments not actually received (regardless of delays in mailing or other delays) by Village staff by said date/time shall not qualify for these rebates.

9. However, some of the fees that may be assessed are not due until the certificate of occupancy is applied for. If the individual/entity wishing to participate has timely applied for its building permit as required above, fees due at certificate of occupancy shall be considered timely, if the certificate of occupancy is issued and paid for by October 31, 2016 at 4:30 P.M. Additionally, the certificate of occupancy must be issued and paid for by October 31, 2016 at 4:30 P.M. or said participation in the program shall be automatically revoked and the amount previously credited shall be due prior to issuance of the certificate of occupancy for said unit.

10. Regardless of the above expiration date, the maximum number of single family or multi-family units (i.e. a single family house is one unit and one residence of a multi-family structure is one unit) that shall be entitled to participate in this program shall be thirty-five (35) on a first come first served basis.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 3rd day of November, 2015.

P. Sean Michels
President, Village of Sugar Grove

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

	Aye	Nay	Absent	Abstain
Trustee Kevin Geary	___	___	___	___
Trustee Sean Herron	___	___	___	___
Trustee Mari Johnson	___	___	___	___
Trustee Ted Koch	___	___	___	___
Trustee Rick Montalto	___	___	___	___
Trustee David Paluch	___	___	___	___

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: PATRICK J. ROLLINS, CHIEF OF POLICE
SUBJECT: ORDINANCE: AMENDING THE VILLAGE CODE FOR DAMAGE AND TRESPASS TO PROPERTY 5-2-4 AND FIREARMS; WEAPONS 5-2-2-8
AGENDA: NOVEMBER 3, 2015 REGULAR BOARD MEETING
DATE: OCTOBER 30, 2015

ISSUE

Should the Village amend the Village Code, Section 5-2-4 for Damage and Trespass to Property and for Section 5-2-2-8 Firearms and Weapons.

DISCUSSION

The police department has encountered instances where an individual has damaged property belonging to the Village and would like to have a specific charging document to present to the violator, if one is warranted. Adding Section 5-2-4-4 to the Code would assist the police department in dealing with this matter.

5-2-4: DAMAGE AND TRESPASS TO PROPERTY:

5-2-4-4: DAMAGE TO VILLAGE PROPERTY:

No person shall willfully, carelessly, or negligently damage any property owned or under control of the village.

In addition to a specific one for the Village, it would be in the best interest also to include other government bodies located in the Village to have the same mechanism for the police department to charge on their behalf. Adding Section 5-2-4-5 to the Code would assist the police department by having a charging document available, if needed.

5-2-4-5: DAMAGE TO PUBLIC PROPERTY:

It shall be unlawful for anyone to injure, deface or interfere with any public property without proper authority from the governing public body.

The Police Department is requesting to amend the Village Code by adding Section 5-2-2-8 Section E paragraph 3-D (5-2-2-8-E-3-D) in order to have a charging document if needed for those individuals who shoot a Bow and Arrow or Crossbow in the Village that causes damage to others property or causes injury to another individual.

5-2-2-8: FIREARMS; WEAPONS:

E. Air Guns/ Bows and Arrows:

d. It is unlawful for any person to shoot or discharge any bow and arrow or crossbow recklessly or with intent to do bodily injury to another or to destroy or damage property. For the purpose of this section, a person shall be presumed to have acted recklessly or with the intent to do bodily injury to another or to destroy or damage property when it is shown that any arrow, or like projectile has struck, lodged, or otherwise been carried onto public property or private property owned by any person other than the person discharging the bow and arrow or crossbow

COST

Costs of this item are limited to legal services for review of the language and is estimated at less than \$300 which can be accommodated in the General Fund Police account #01-51-6301 Legal Services.

RECOMMENDATION

Staff recommends that the Village Board approve Ordinance # 20151105A amending the Damage and Trespass to Property Section 5-2-4, and Firearms, Weapons Section, subject to attorney review.



VILLAGE OF SUGAR GROVE
KANE COUNTY, ILLINOIS

ORDINANCE 20151103B

An Ordinance Amending
Title 5, Chapter 2
Of the Code of Ordinances
Of the Village of Sugar Grove,
Kane County, Illinois
For the Village of Sugar Grove, Illinois

Adopted by the Board of Trustees and President
Of the Village of Sugar Grove
This 3rd day of November, 2015

Published in Pamphlet Form
By authority of the Board of Trustees
Of the Village of Sugar Grove, Kane County,
Illinois this 3rd day of November, 2015

ORDINANCE 20151103B

An Ordinance Amending Title 5, Chapter 2
Of the Code of Ordinances
of the Village of Sugar Grove
Kane County, Illinois

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

WHEREAS, the Village is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and, pursuant to the powers granted to it under 65 ILCS 5/3.1-300-5:

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

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

SECTION ONE: 5-2-2-8 FIREARMS; WEAPONS of the Sugar Grove Village Code is Hereby amended to add item d as follows:

5-2-2-8

E. Airguns/Bows and Arrows

d. It is unlawful for any person to shoot or discharge any bow and arrow or crossbow recklessly or with intent to do bodily injury to another or to destroy or damage property. For the purpose of this section, a person shall be presumed to have acted recklessly or with the intent to do bodily injury to another or to destroy or damage property when it is shown that any arrow, or like projectile has struck, lodged or otherwise been carried onto public property or private property owned by any person other than the person discharging the bow and arrow or crossbow.

SECTION TWO: DAMAGE TO VILLAGE PROPERTY shall be added in its entirety to the Sugar Grove Village as follows:

5-2-4-4

No person shall willfully, carelessly, or negligently damage any property owned or under control of the village.

SECTION THREE: DAMAGE TO PUBLIC PROPERTY shall be added in its entirety to the Sugar Grove Village as follows

5-2-4-5

It shall be unlawful for anyone to injure, deface or interfere with any public property without proper authority from the governing public body.

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

SECTION FIVE: This Ordinance shall be in full force and effect from and after is 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 3rd day of November, 2015.

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

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

ATTEST: _____
Cynthia L. Galbreath, Village Clerk

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR
MIKE FERENCAK, VILLAGE PLANNER
SUBJECT: DISCUSSION: PROPOSED MINOR AMENDMENT TO THE LANDINGS
OFFICE PARK PLANNED UNIT DEVELOPMENT (PUD)
AGENDA: NOVEMBER 3, 2015 COMMITTEE OF THE WHOLE MEETING
DATE: OCTOBER 30, 2015

ISSUE

Should the Village Board consider a request to amend the approved PUD signage and landscaping at The Landings Office Park.

DISCUSSION

The applicant, Scott Ladendorf of Accurate Repro, Inc., on behalf of the multiple property owners in The Landings Office Park, has submitted a request for Minor PUD Amendment with the primary purpose being to add an allowance for wall signage and to amend the ground signage at The Landings Office Park.

The Plan Commission agreed with the staff recommendation and recommends the Minor PUD Amendment be granted subject to certain conditions:

1. The Plan Commission agreed with the staff recommendation and recommends the Minor PUD Amendment be granted subject to certain conditions. That the Minor PUD Amendment shall conform to the Signage Plan, titled "The Landings Lot 8 Sign Plan", by Accurate Repro, Inc., sheets 1-2, dated November 26, 2014, last revised May 20, 2015 and the Landscape Plan Amendment titled "The Landings Lot 8 Signage Landscaping Plan", by Sebert Landscaping, sheets 1-2, dated April 15, 2015, except as such plans may be revised to conform to Village codes and ordinances and the conditions below.
2. That Ordinance 2013-0917D is replaced by an ordinance approving the current proposed Minor PUD Amendment. This new ordinance will

consider the text of Ordinance 2007-1218A. The proposed signage plan will be a complete replacement of the signage plan listed in Ordinance 2007-1218A. The proposed landscape plan will be an amendment to the landscape plan listed in Ordinance 2007-1218A.

More detailed information can be found in the Plan Commission Recommendation PC15-11.

ATTACHMENTS

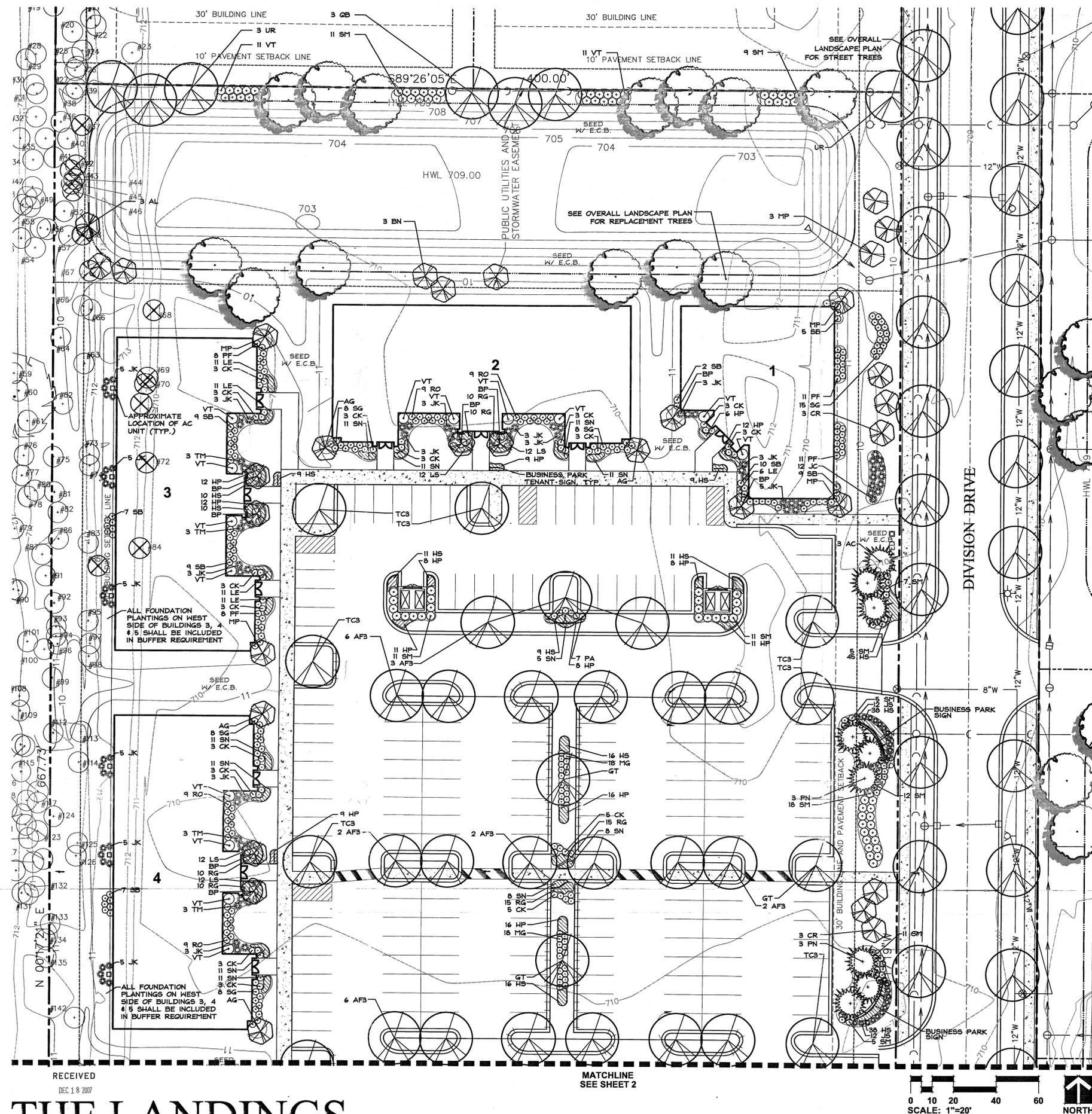
- Plan Commission Recommendation PC15-11
- Proposed Signage Plan last revised May 20, 2015 (replaces approved) and Proposed Landscape Plan dated April 15, 2015 (partially amends approved)
- The Landings Office Park PUD Landscape Plan dated December 17, 2007 and Signage Plan dated November 26, 2007
- Photo of current wall sign approved by 2013 PUD Amendment

COSTS

The applicant is responsible for all costs associated with the review of this application.

RECOMMENDATION

That the Committee review and provide feedback to the interested parties and staff on this proposed amendment.



PLANT LIST

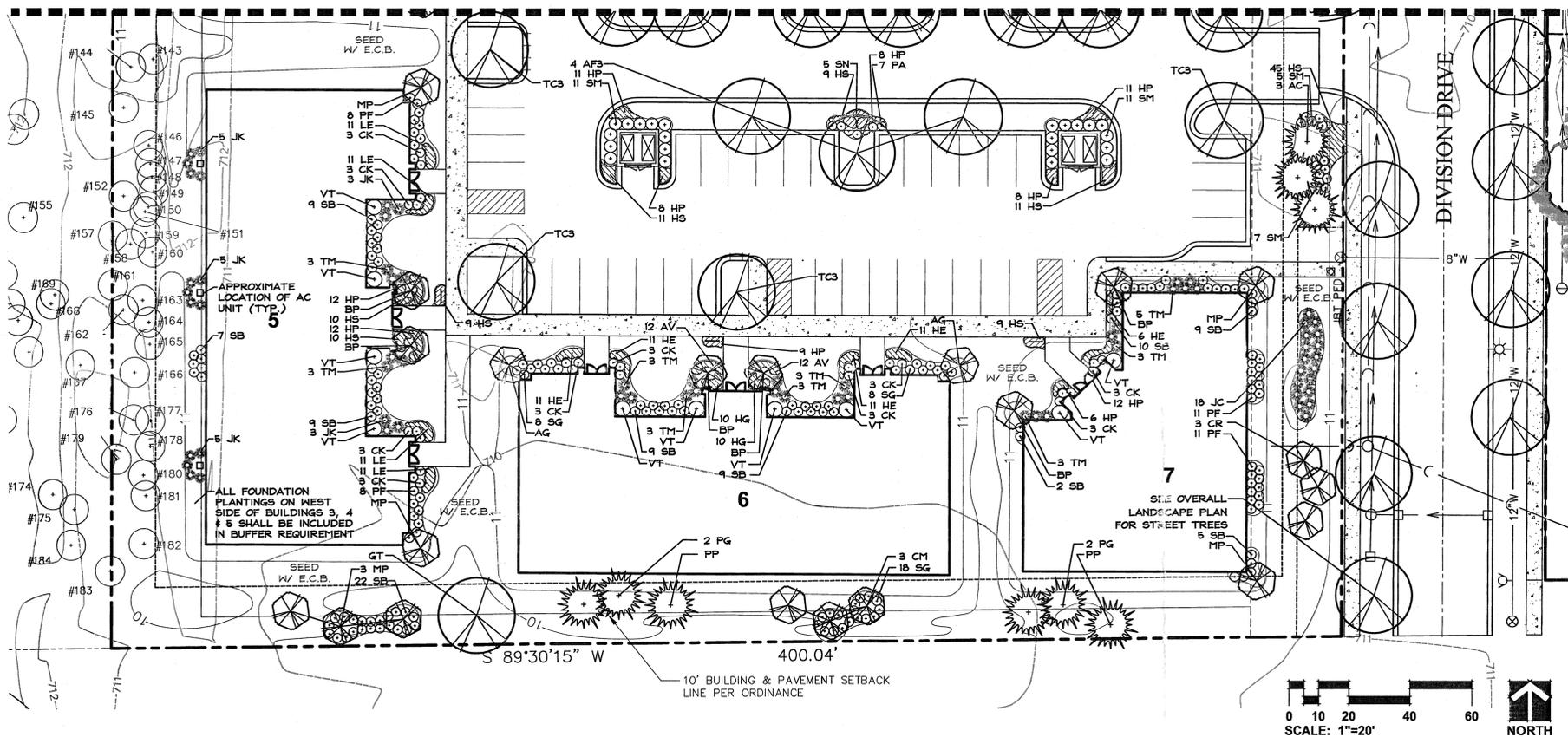
Key	Quantity	Botanical/Common Name	Size	Remarks
SHADE TREES				
AFB	25	Acer freemanii AUTUMN BLAZE MAPLE	3" Cal.	
GT	4	Gleditsia triacanthos inermis 'Skyline' SKYLINE HONEYLOCUST	2 1/2" Cal.	
TC3	11	Tilia cordata 'Greenspire' GREENSPIRE LINDEN	3" Cal.	
GB	3	Quercus bicolor SWAMP WHITE OAK	2 1/2" Cal.	
UR	3	Ulmus carpinifolia 'Regal' REGAL SMOOTHLEAF ELM	2 1/2" Cal.	
ORNAMENTAL TREES				
AG	6	Amelanchier grandiflora APPLE SERVICEBERRY	6' Tall	Clump Form
BN	3	Betula nigra RIVER BIRCH	6' Tall	Clump Form
BP	14	Betula platyphylla japonica 'Whitespire' WHITESPIRE BIRCH	6' Tall	Clump Form
AL	3	Alnus glutinosa BLACK ALDER	6' Tall	Clump Form
CM	3	Cornus mas CORNELIANCHERRY DOGWOOD	6' Tall	Clump Form
CR	9	Crotaegus crus-galli inermis THORNLESS COCKSPUR Hawthorn	6' Tall	Clump Form
MP	14	Malus 'Prairie Fire' PRAIRIE FIRE CRABAPPLE	6' Tall	Clump Form
EVERGREEN TREES				
AC	6	Abies concolor WHITE FIR	6' Tall	
PG	4	Picea canadensis BLACK HILLS SPRUCE	6' Tall	
PP	2	Picea pungens GREEN COLORADO SPRUCE	6' Tall	
PN	6	Pinus nigra AUSTRIAN PINE	6' Tall	
DECIDUOUS SHRUBS				
PF	76	Potentilla fruticosa GOLD DROP POTENTILLA	24" Tall	3' O.C.
RO	36	Rosa 'Knockout' KNOCKOUT ROSE	5 Gal.	
SB	149	Spiraea x burndickii 'Anthony Materer' ANTHONY MATERER SPIREA	24" Wide	3' O.C.
SG	81	Spiraea x burndickii 'Gold Flame' GOLD FLAME SPIREA	24" Wide	3' O.C.
SM	139	Syringa meyeri 'Palibin' DWARF KOREAN LILAC	24" Tall	4' O.C.
VT	46	Viburnum trilobum 'Compactum' COMPACT CRANBERRYBUSH VIBURNUM	36" Tall	4' O.C.
EVERGREEN SHRUBS				
JC	30	Juniperus chinensis 'Seagreen' SEAGREEN JUNIPER	24" Wide	4' O.C.
JK	121	Juniperus chinensis 'Kallays Compact' KALLAYS COMPACT FITZGER JUNIPER	24" Wide	4' O.C.
JS	24	Juniperus chinensis 'Sargentii' SARGENT JUNIPER	24" Wide	3' O.C.
TM	41	Taxus x media 'Densaformis' DENSE YEW	24" Wide	4' O.C.
PERENNIALS AND ORNAMENTAL GRASSES				
AV	24	Astilbe chinensis 'Viviana' VIVIAN ASTILE	1 Gal.	18" O.C.
CK	82	Calamagrostis x exaltifolia 'Karl Foerster' KARL FOERSTER FEATHER REED GRASS	3 Gal.	3' O.C.
HE	50	Heuchera 'Palace Purple' PALACE PURPLE CORAL BELLS	1 Gal.	18" O.C.
HG	20	Hosta 'Golden Tiara' GOLDEN TIARA HOSTA	1 Gal.	18" O.C.
HP	235	Hemerocallis 'Pardon Me' PARDON ME DATILY	1 Gal.	18" O.C.
HS	336	Hemerocallis 'Stella De Oro' STELLA DE ORO DATILY	1 Gal.	18" O.C.
LE	94	Leucanthemum x superbum 'Silver Princess' SILVER PRINCESS DAISY	1 Gal.	18" O.C.
LS	48	Liatris spicata 'Kobold' KOBOLD GATFEATHER	1 Gal.	18" O.C.
MG	36	Miscanthus sinensis 'Gracillimus' MAIDEN GRASS	3 Gal.	3' O.C.
PA	14	Pennisetum alopecuroides FOUNTAIN GRASS	3 Gal.	3' O.C.
RG	70	Rudbeckia fulgida 'Goldsturm' BLACK EYED SUSAN	1 Gal.	18" O.C.
SN	114	Salvia nemorosa 'East Friesland' EAST FRIESLAND SALVIA	1 Gal.	18" O.C.
MISCELLANEOUS MATERIALS				
95		MULCH	C.Y.	
2.5		SEED WITH ECB (FOR ALL TURF AREAS WITHIN LOT 8)	AC.	

TYPICAL AC UNIT PLANTING PLAN
SCALE: 1"=10'

- GENERAL NOTES**
- Contractor shall verify underground utility lines and is responsible for any damage.
 - The contractor shall avoid all existing utilities underground and overhead where applicable. Where underground utilities exist, field adjustments must be approved by the landscape architect prior to installation.
 - Contractor shall verify all existing conditions in the field prior to construction and shall notify landscape architect of any variance.
 - Material quantities shown are for contractor's convenience only. The Contractor must verify all material and supply sufficient materials to complete the job per plan.
 - Work shall conform to American Standard for Nursery Stock, State of Illinois Horticultural Standards, and Local Municipal requirements.
 - The landscape architect reserves the right to inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements of variety, size and quality.
 - The landscape architect reserves the right to reject landscape material on site whether stock piled or installed in place.
 - All plants shall be planted per the landscape plan and specifications. Plantings not found to be in compliance shall be replanted correctly at no additional expense to the owner.
 - Fine grade, fertilize and seed all disturbed areas within the construction limits as shown. All areas shall drain completely and shall not pond nor puddle.
 - Where planting beds meet turf areas, the contractor shall provide a cultivated edge. Mulch all shrub beds to the line shown.
 - For trees planted in turf areas, provide a 3'-0" dia. mulch ring (remove existing turf) at 2" thick with a cultivated edge.
 - An approved pre-emergent herbicide shall be applied in all planting beds at a rate specified by manufacturer for each plant variety.
 - Contractor shall secure and pay for all permits, fees, and inspections necessary for the proper execution of this work and comply with all codes applicable to this work.

THE LANDINGS
SUGAR GROVE, ILLINOIS
LOT 8 LANDSCAPE PLAN 12/17/07

ROYAL ASSETS, INC.
P.O. BOX 4256
NAPERVILLE, ILLINOIS 60567



LANDSCAPE WORK PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- The work shall consist of furnishing, transporting and installing all seeds, plants and other materials required for:
 - The establishment of trees, shrubs, perennial, annual and lawn areas as shown on Landscape Plan;
 - The provision of post-planting management as specified herein;
 - Any remedial operations necessary in conformance with the plans as specified in this document;
 - Permits which may be required.

1.2 QUALITY ASSURANCE

- Work shall conform to State of Illinois Horticultural Standards and local municipal requirements.
- Quality Control Procedures:
 - Ship landscape materials with certificates of inspection as required by governmental authorities. Comply with governing regulations applicable to landscape materials.
 - Do not make substitutions, if specified landscape material is not obtainable, submit to Landscape Architect proof of non-availability and proposal for use of equivalent material.
 - Analysis and Standards: Package standard products with manufacturer's certified analysis.

1.3 SUBMITTALS

- Planting Schedule
 - Submit three (3) copies of the proposed planting schedule showing dates for each type of planting.
- Maintenance Instruction - Landscape Work
 - Submit two (2) copies of typewritten instructions recommending procedures to be established by the Owner for the maintenance of landscape work for one full year. Submit prior to expiration of required maintenance periods.

Instructions shall include: watering, fertilizing, spraying, mulching and pruning for plant material and trimming groundcover. Instructions for watering, fertilizing and mowing grass areas shall be provided ten (10) days prior to request for inspection for final acceptance. Landscape Architect shall receive copies of all instructions when issued.
- Submit two (2) copies of soil test of existing topsoil with recommendations for soil additive requirement for Landscape Architect's review.

1.4 JOB CONDITIONS

- Examine and evaluate grades, soils and water levels. Observe the conditions under which work is to be performed and notify Landscape Architect of unsatisfactory conditions. Do not proceed until the work until unsatisfactory conditions have been corrected in an acceptable manner.
- Utilities: Review underground utility location maps and plans; Notify local utility location services; demonstrate an awareness of utility locations; and certify acceptance of liability for the protection of utilities during course of work. Contractor shall be responsible for any damage to utilities or property.
- Excavation: When conditions detrimental to plant growth are encountered such as rubble fill, adverse drainage conditions or obstructions, notify Landscape Architect before planting.

1.5 GUARANTEES

- Guarantee seeded areas through the specified maintenance period and until final acceptance.
- Guarantee trees, shrubs, groundcover and perennials for a period of one year after date of acceptance against defects including death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others or unusual phenomena or incidents which are beyond Landscape Installer's control.

LANDSCAPE WORK PART 2 - PLANT MATERIALS

2.1 LAWN SEED MIXTURE

Grass Seed: Provide fresh, clean, new crop seed complying with the tolerance for purity and germination established by the Official Seed Analysis of North America. Provide seed of the grass species, proportions and maximum percentage of weed seed, as specified.

- Lawn Seed Mixture - 5 lbs./1,000 sq. ft.
 - 50% Kentucky Bluegrass RB/BS
 - 10% Cutler Perennial Ryegrass
 - 10% Sparta Hard Fescue
 - 10% Edge Perennial Ryegrass
 - 10% Express Perennial Ryegrass
 - 5% Pennlawn Creeping Red Fescue

2.2 GROUNDCOVERS, PERENNIALS AND ANNUALS

Provide plants established and well-rooted in removable containers or integral peat pots and with not less than the minimum number and length of runners required by ANSI Z60.1 for the pot size shown or listed.

2.3 TREES AND SHRUBS

- Name and Variety: Provide nursery grown plant material true to name and variety.
- Quality: Provide trees, shrubs and other plants complying with the recommendations and requirements of ANSI Z60.1 "Standard for Nursery Stock" and as further specified.
- Deciduous Trees: Provide trees of height and caliper listed and shown with branching configuration recommended by ANSI Z60.1 for type and species required. Provide single stem trees except where special forms are shown or listed. Provide balled and burlapped (B&B) deciduous trees.
- Deciduous Shrubs: Provide shrubs of the height shown or listed and with not less than the minimum number of canes required by ANSI Z60.1 for the type and height of shrub required. Provide balled and burlapped (B&B) deciduous shrubs.
- Coniferous Evergreen: Provide evergreens of the sizes shown or listed. Dimensions indicate minimum spread for spreading and semi-spreading type evergreens and height for other types. Provide quality evergreens with well-balanced form complying with requirements for other size relationships to the primary dimension shown. Provide balled and burlapped (B&B) evergreen trees and containerized shrubs.
- Inspection: All plants shall be subject to inspection and review at the place of growth or upon delivery and conformity to specification requirements as to quality, right of inspection and rejection upon delivery at the site or during the progress of the work for size and condition of balls or roots, diseases, insects and latent defects or injuries. Rejected plants shall be removed immediately from the site.

2.4 PLANTING SOIL MIXTURE

Provide planting soil mixture consisting of three (3) parts friable topsoil (stockpiled-at-site) and one part mushroom compost for all planting pits, perennial, annual and groundcover areas.

2.5 EROSION CONTROL

- Erosion Control Blanket: North American Green S75, or equivalent. The blanket shall be of consistent thickness with the straw evenly distributed over the entire area of the mat. The blanket shall be covered on the top side with a lightweight photodegradable polypropylene netting having an approximate 0.50 x 0.50 inch mesh and be spun together on 150 inch centers (50 stitches per roll width) with degradable thread. The blanket shall be secured to the soil surface with a minimum of 0.7 staples per square yard using manufacturer's staple pattern "A". Installation staple patterns shall be clearly marked on the erosion control blanket with environmentally safe paint. All mats shall be manufactured with a colored thread stitched along both outer edges (approximately 2 - 5 inches from the edge) as an overlap guide for adjacent rolls. Install per manufacturer's recommendations. Roll size is 6.67' x 108' @ 40 lbs. per roll.

2.6 TRUNK WRAP

Standard water-proofed tree wrapping paper, 2-1/2" wide, made of two layers of crepe kraft paper weighing not less than 30 pounds per ream (Fall Planting Only).

2.7 MULCH

Provide mulch consisting of shredded hardwood. Provide sample to Landscape Architect for approval prior to ordering materials.

LANDSCAPE WORK PART 3 - EXECUTION

3.1 PLANTING SCHEDULE

At least thirty (30) days prior to the beginning of work in each area, submit a planting schedule for approval by the Landscape Architect.

3.2 PLANTINGS

- Seeding New Lawns
 - Remove existing grass, vegetation and turf. Dispose of such material legally off-site. Do not turn over into soil being prepared for lawns.
 - Till to a depth of not less than 6", apply soil amendments; remove high areas and fill in depressions; till soil to a homogeneous mixture of fine texture, remove lumps, clods, stones over 1-1/2" diameter, roots and other extraneous matter. Dispose of such material legally off-site.

- Seeded lawn areas shall receive an application of commercial fertilizer at the rate of 5 lbs. per 1,000 sq. ft. and shall be 6-24-24. Fertilizer shall be uniformly spread and mixed into the soil to a depth of 1-1/2" inches.

- Do not use wet seed or seed which is moldy or otherwise damaged in transit or storage.

- Sow seed using a spreader or seeding machine. Do not seed when wind velocity exceeds five (5) miles per hour. Distribute seed evenly over entire area by sowing equal quantity in two directions at right angles to each other.
- Sow not less than specified rate.

- Rake lawn seed lightly into top 1" of soil, roll lightly and water with a fine spray.

- After the seeding operation is completed, spray a wood fiber mulch (Comueb 2000 with tacifier or approved equal) over the entire grassed area at the rate of 2,000 lbs. per acre. Use a mechanical spray unit to insure uniform coverage. Exercise care to protect buildings, automobiles and people during the application of the mulch.

B. Groundcover and Perennial Beds

Groundcover, perennials, and annuals shall be planted in continuous beds of planting soil mixture a minimum of 8" deep. Install per spacing indicated on plan.

C. Trees and Shrubs

- Set balled and burlapped (B&B) stock on layer of compacted topsoil mixture, plumb in center of pit or trench with top of ball at same elevation as adjacent finished landscape grades. When set, place additional topsoil backfill around base and sides of ball and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill. Remove burlap from sides of balls; retain on bottoms.
- Dish top of backfill to allow for mulching. Provide additional backfill berm around edge of excavations to form shallow saucer to collect water.
- Mulch pits, trenches and planted areas. Provide not less than 2" thickness of mulch and work into top of backfill and finish level with adjacent finish grades.
- Prune, thin and shape trees in accordance with standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise directed by Landscape Architect, do not cut tree leaders and remove only injured or dead branches from flowering trees, if any. Prune shrubs to retain natural character.
- Remove and replace excessively pruned or ill-formed stock resulting from improper pruning.
- The Contractor shall be wholly responsible for assuring that all trees are planted in a vertical and plumb position and remain so throughout the life of this contract and guarantee period. Deciduous trees may or may not be staked and guyed depending upon the individual preference of the Contractor; however, any bracing procedure(s) must be approved by the Owner prior to its installation.

3.3 INITIAL MAINTENANCE

- Begin maintenance immediately after planting, continuing until final acceptance. A minimum of thirty (30) days.
- Maintain planted and seeded areas by watering, rolling/grading, replanting and implementing erosion control as required to establish vegetation free of eroded or bare areas.

3.4 CLEAN UP AND PROTECTION

- During landscape work, store materials and equipment where directed. Keep pavements clean and work areas and adjoining areas in an orderly condition.
- Protect landscape work and materials from damage due to landscape operations, operations by other trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed by Landscape Architect.

3.5 INSPECTION AND ACCEPTANCE

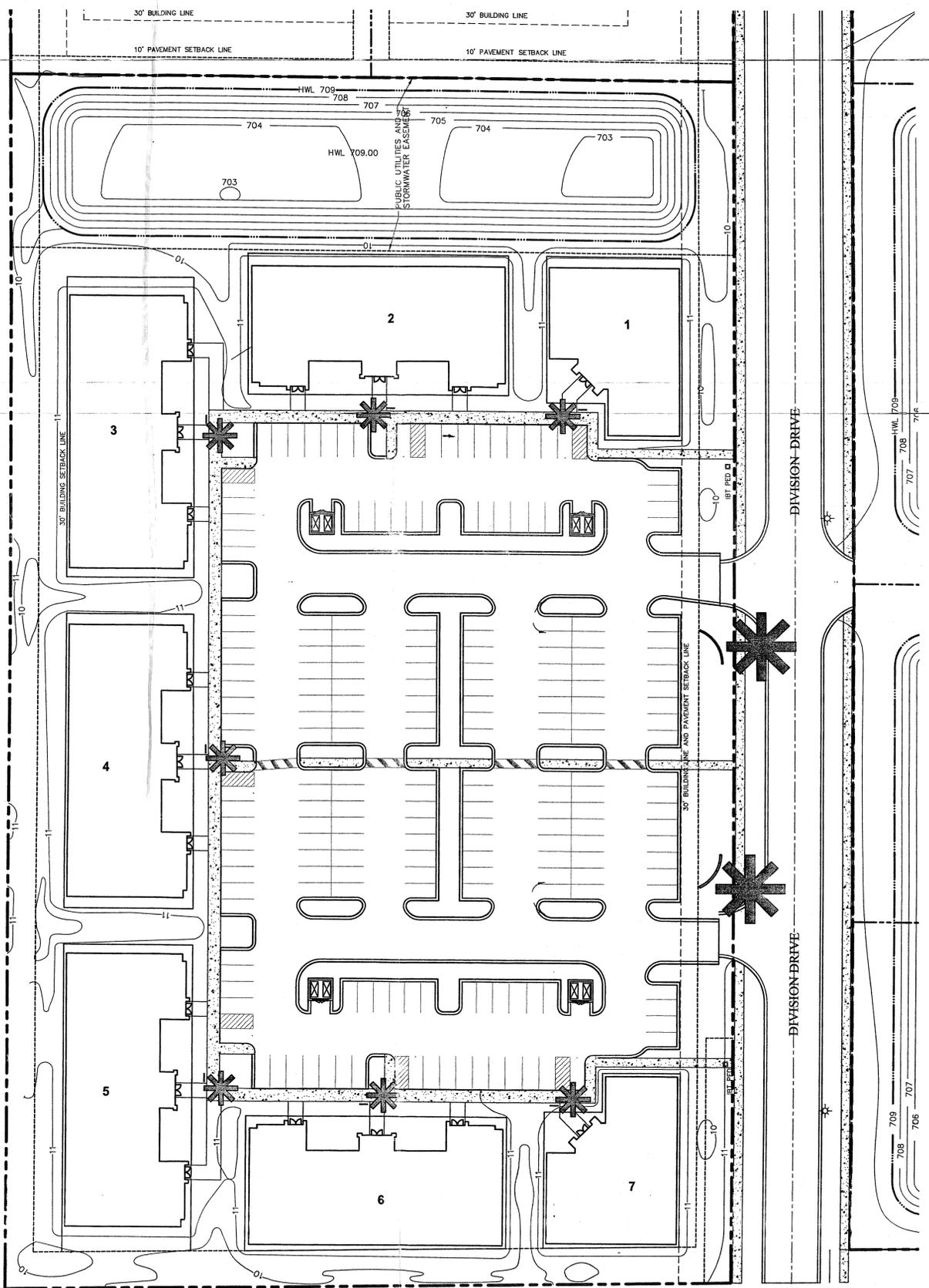
- The Landscape Architect reserves the right to inspect seeds, plants, trees and shrubs either at place of growth or at site before planting for compliance with requirements for name, variety, size, quantity, quality and mix proportion.
- Supply written affidavit certifying composition of seed mixtures and integrity of plant materials with respect to species, variety and source.
- Notify the Landscape Architect within five (5) days after completing initial and/or supplemental plantings in each area.
- When the landscape work is completed, including maintenance, the Landscape Architect will, upon request, make a final inspection to determine acceptability. After final acceptance, Owner will be responsible for maintenance.

EXISTING TREE LIST

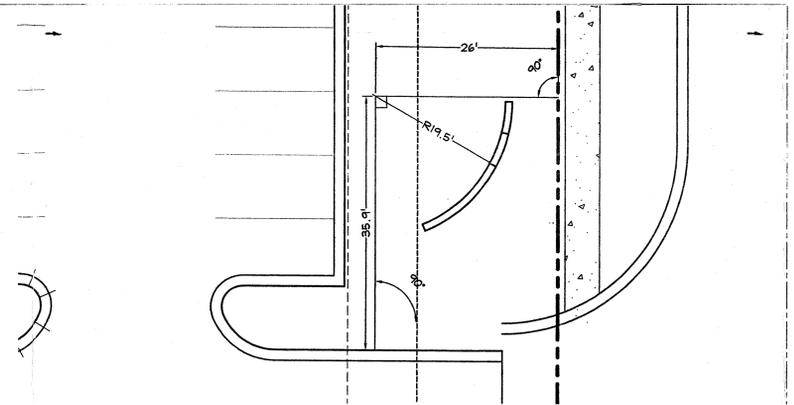
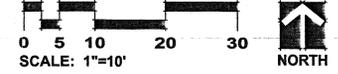
Top #	DBH	Common Name	Condition	Top #	DBH	Common Name	Condition	Top #	DBH	Common Name	Condition
1	14	Cottonwood	3	64	7	Box Elder	3	128	23	Box Elder	3
2	7	Wild Black Cherry	3	65	7	Box Elder	5	129	18	Box Elder	3
3	18	Box Elder	3	66	10	Box Elder	3	130	6	Box Elder	5
4	6	Box Elder	3	73	6	Box Elder	3	131	12	Box Elder	5
5	34	Box Elder	3	74	6	Box Elder	3	132	15	Box Elder	3
6	6	Box Elder	3	75	14	Box Elder	3	133	13	Box Elder	3
7	8	Box Elder	3	76	29	Box Elder	3	134	10	Box Elder	3
8	8	Box Elder	3	77	19	Box Elder	3	135	38	Box Elder	3
9	9	Box Elder	3	78	21	Box Elder	3	136	18	Buckthorn	3
10	7	Box Elder	4	79	19	Box Elder	3	137	14	Box Elder	3
11	10	Box Elder	3	80	7	Wild Black Cherry	5	138	11	Box Elder	5
12	7	Box Elder	3	81	11	Box Elder	3	139	18	Buckthorn	3
13	54	Wild Black Cherry	5	82	14	Box Elder	4	140	18	Box Elder	5
14	23	Box Elder	3	83	10	Box Elder	3	141	26	Box Elder	3
15	22	Mulberry	3	86	16	Box Elder	4	142	7	Box Elder	3
16	6	Box Elder	3	87	34	Box Elder	4	143	13	Box Elder	3
17	12	Box Elder	3	88	8	Box Elder	3	144	10	Box Elder	3
18	7	Box Elder	3	89	14	Buckthorn	3	145	6	Box Elder	3
19	18	Box Elder	4	90	20	Box Elder	3	146	18	Box Elder	3
20	15	Box Elder	3	91	23	Box Elder	5	147	7	Box Elder	3
21	9	Box Elder	3	92	10	Box Elder	3	148	10	Box Elder	3
22	6	Box Elder	3	93	16	Box Elder	3	149	5	Box Elder	3
23	8	Wild Black Cherry	3	94	11	Box Elder	5	150	8	Box Elder	3
24	8	Box Elder	3	95	8	Box Elder	3	151	8	Box Elder	3
25	9	Box Elder	5	96	19	Box Elder	3	152	10	Box Elder	3
26	7	Box Elder	3	97	8	Box Elder	3	153	7	Box Elder	3
27	7	Box Elder	3	98	8	Box Elder	3	154	12	Box Elder	3
28	8	Box Elder	3	99	13	Box Elder	3	155	27	Box Elder	3
29	7	Box Elder	3	100	8	Box Elder	5	156	8	Box Elder	3
30	18	Box Elder	3	101	20	Box Elder	4	157	9	Box Elder	3
31	10	Box Elder	5	102	10	Mulberry	3	158	6	Box Elder	3
32	10	Box Elder	5	103	14	Buckthorn	3	159	10	Box Elder	3
33	10	Box Elder	5	104	9	Box Elder	3	160	14	Box Elder	3
34	10	Box Elder	5	105	36	Box Elder	4	161	13	Buckthorn	3
35	10	Box Elder	5	106	17	Buckthorn	3	162	12	Box Elder	3
36	12	Box Elder	5	107	11	Buckthorn	3	163	9	Box Elder	3
37	7	Box Elder	3	108	15	Box Elder	3	164	8	Box Elder	3
38	7	Box Elder	3	109	13	Buckthorn	3	165	8	Box Elder	3
39	9	Box Elder	3	110	10	Box Elder	3	166	8	Box Elder	3
40	8	Box Elder	3	111	15	Buckthorn	3	167	8	Box Elder	3
41	7	Box Elder	3	112	10	Mulberry	3	168	6	Box Elder	3
42	9	Box Elder	3	113	19	Mulberry	3	169	12	Box Elder	3
43	16	Box Elder	3	114	11	Box Elder	3	170	8	Box Elder	3
44	15	Box Elder	3	115	9	Box Elder	4	171	7	Box Elder	3
45	8	Box Elder	5	116	25	Box Elder	3	172	8	Box Elder	3
46	10	Box Elder	5	117	9	Box Elder	5	173	25	Box Elder	5
47	9	Box Elder	5	118	12	Box Elder	3	174	7	Box Elder	3
48	12	Box Elder	5	119	7	Wild Black Cherry	4	175	8	Box Elder	3
49	10	Box Elder	3	120	21	Box Elder	4	176	10	Box Elder	3
50	7	Box Elder	5	121	17	Box Elder	3	177	9	Box Elder	3
51	7	Box Elder	5	122	6	Box Elder	4	178	6	Box Elder	3
52	10	Box Elder	5	123	12	Box Elder	4	179	10	Box Elder	3
53	9	Box Elder	5	124	10	Box Elder	3	180	8	Box Elder	3
54	12	Box Elder	5	125	22	Mulberry	3	181	13	Box Elder	3
55	10	Box Elder	3	126	28	Mulberry	3	182	13	Box Elder	3
56	7	Box Elder	5	127	7	Box Elder	4	183	16	Wild Black Cherry	4
57	10	Box Elder	3					184	8	Box Elder	3



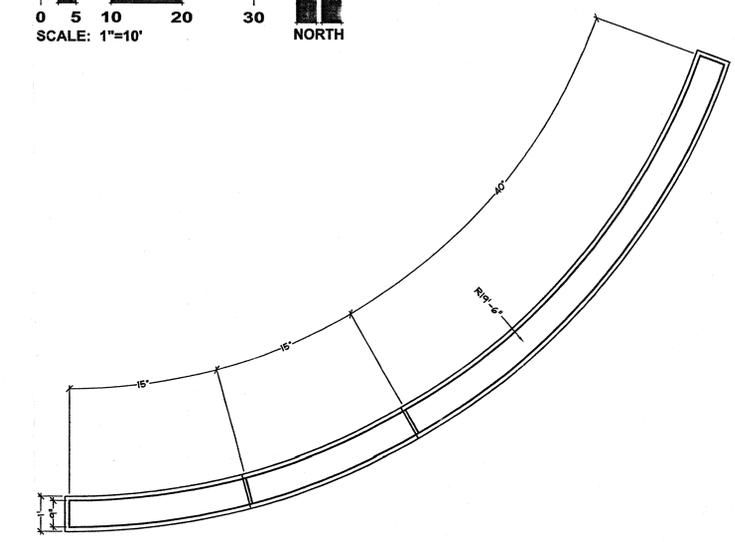
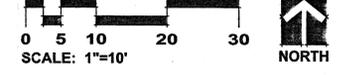
GARY R. WEBER
ASSOCIATES, INC.
LAND PLANNING
LANDSCAPE ARCHITECTURE
224 SOUTH MAIN STREET
WHEATON, ILLINOIS
TELEPHONE: 630-668-7197
FACSIMILE: 630-668-9693



BUSINESS PARK NORTH SIGN LAYOUT PLAN



BUSINESS PARK SOUTH SIGN LAYOUT PLAN

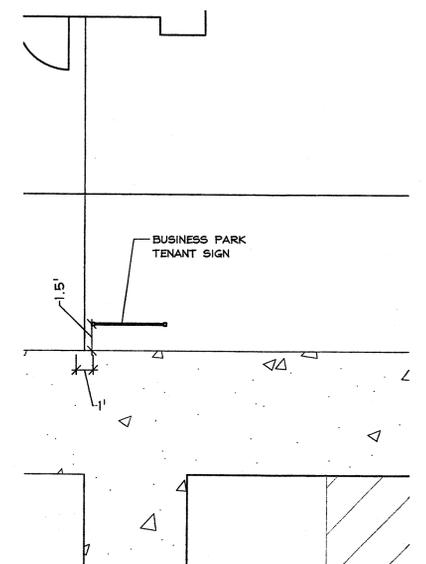


BUSINESS PARK SIGN FOUNDATION PLAN

SCALE: 1/2"=1'-0"

SIGN NOTES

1. CONTRACTOR SHALL SUBMIT COLOR AND MATERIAL SAMPLES TO OWNER FOR APPROVAL PRIOR TO CONSTRUCTION.
2. SUBMIT SHOP DRAWINGS FOR REVIEW TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO INSTALLATION.
3. REINFORCED CONCRETE FOUNDATION TO BE DESIGNED BY OWNER'S STRUCTURAL ENGINEER.
4. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION AND SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY VARIANCE FROM CONSTRUCTION DRAWINGS.
5. CONTRACTOR SHALL VERIFY UNDERGROUND UTILITY LINES AND IS RESPONSIBLE FOR ANY DAMAGE.
6. CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS, FEES, AND INSPECTION NECESSARY FOR THE PROPER EXECUTION OF THE WORK AND COMPLY WITH ALL CODES APPLICABLE TO THIS WORK.
7. CONTRACTOR IS RESPONSIBLE TO ENSURE PROPER BEARING CAPACITY OF BASE MATERIAL PRIOR TO CONSTRUCTION.
8. ALL PIERS/FENCE POSTS/MONUMENTS SHALL BE LOCATED OUT OF INFLUENCE OF CITY OWNED AND MAINTAINED UNDERGROUND UTILITIES.



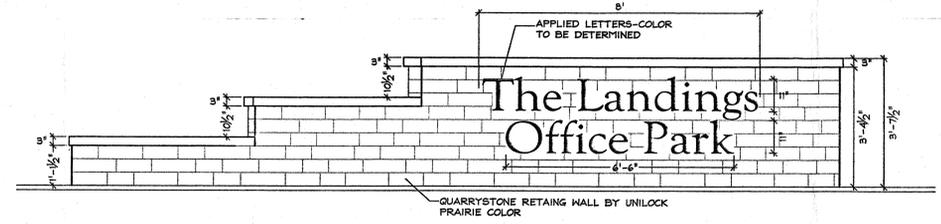
BUSINESS PARK TENANT SIGN LAYOUT PLAN TYP.



LEGEND

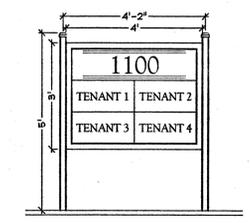
- BUSINESS PARK PARK SIGN (2) SIGN PANEL AREA - 15 SQ. FT.
- BUSINESS PARK TENANT SIGN (7) SIGN PANEL AREA - 12 SQ. FT.

SIGN KEY MAP



BUSINESS PARK SIGN ELEVATION

SCALE: 1/2"=1'-0"



BUSINESS PARK TENANT SIGN

SCALE: 1/2"=1'-00"

THE LANDINGS
SUGAR GROVE, ILLINOIS
LOT 8 SIGN PLAN

11/26/07

ROYAL ASSETS, INC.
P.O. BOX 4256
NAPERVILLE, ILLINOIS 60567

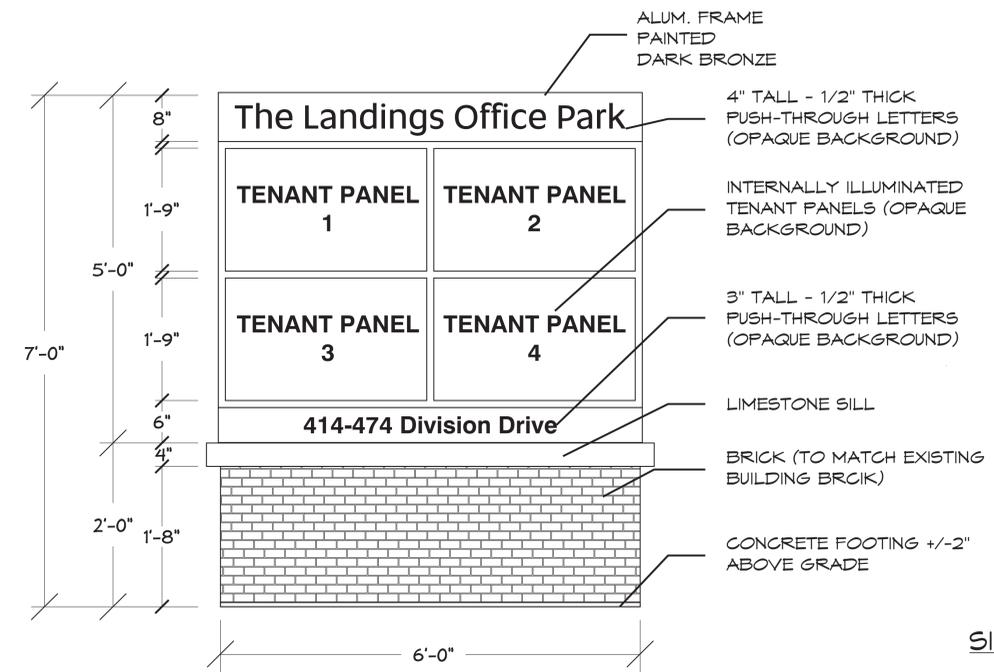
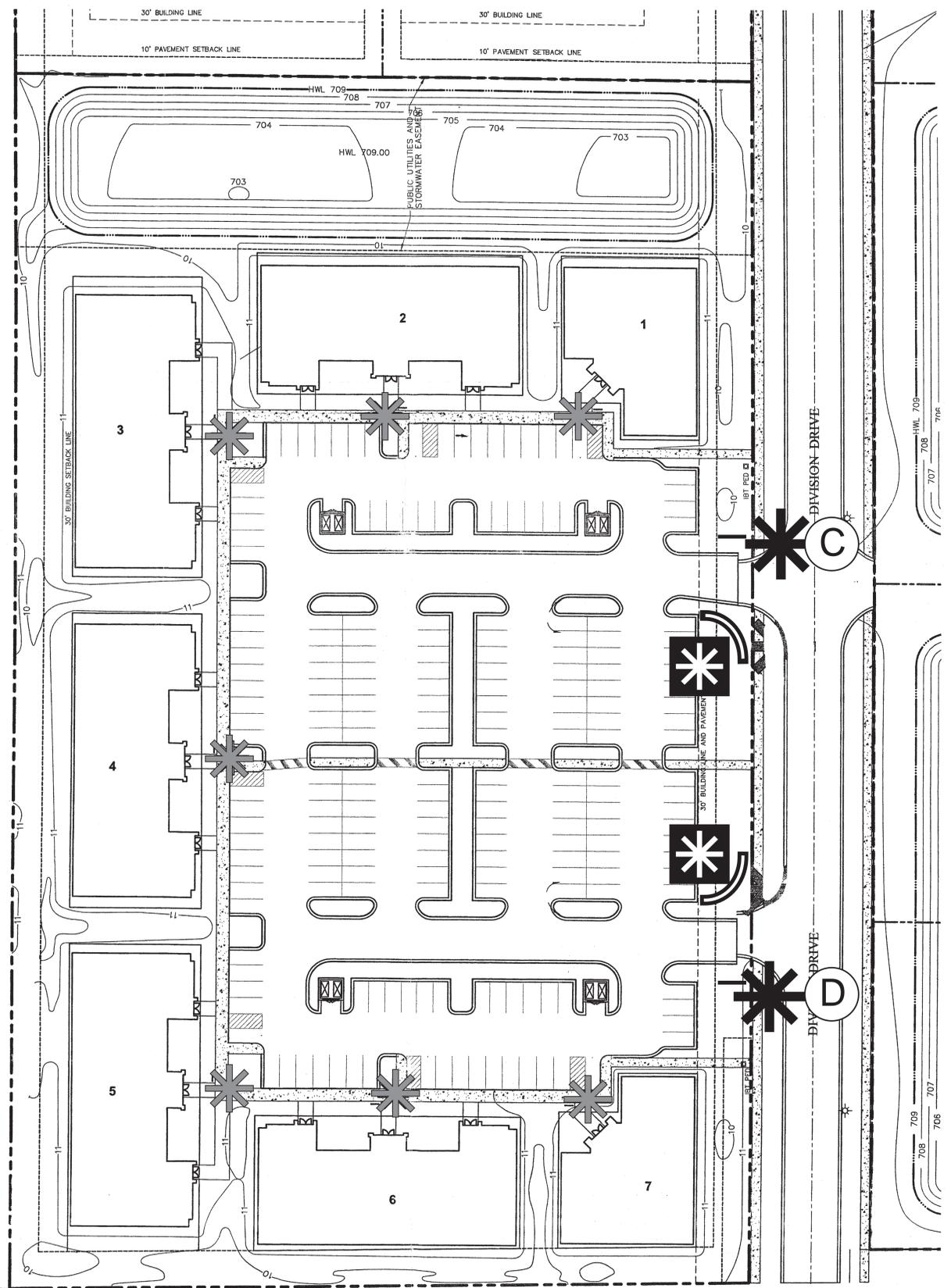
\\PROJECTS\JG0604\ACAD\JG0604_F02_03LP



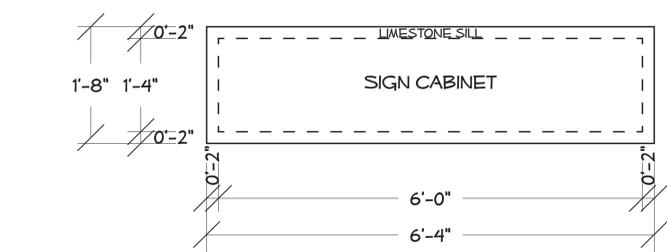
GARY R. WEBER
ASSOCIATES, INC.
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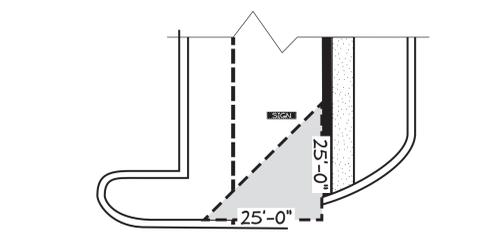
11/26/2014	FOR REVIEW
12/08/2014	REVISED
02/23/2015	REVISED
03/13/2015	REVISED
03/17/2015	REVISED
03/18/2015	REVISED
05/20/2015	REVISED



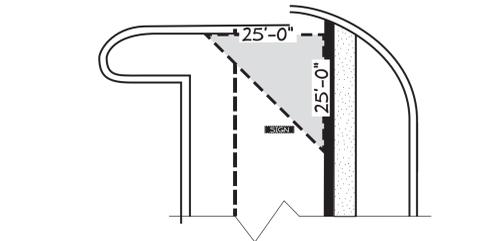
A Business Park Sign - Front Elevation
1" = 1'-0" Scale



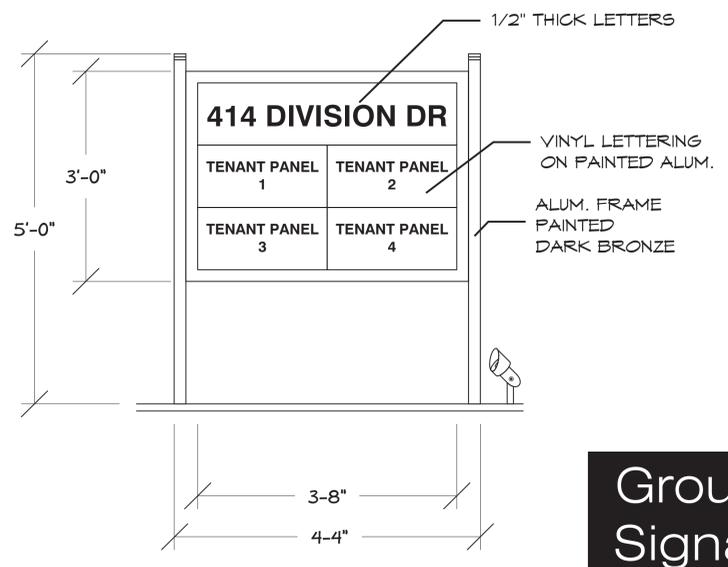
B Business Park Sign - Plan View
1" = 1'-0" Scale



C Business Park Sign - North Plan View
1" = 15'-0" Scale



D Business Park Sign - South Plan View
1" = 15'-0" Scale



E Tenant Sign - Front Elevation
1" = 1'-0" Scale

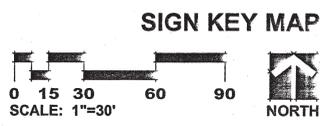
SIGN NOTES

- BUSINESS PARK SIGNAGE**
 - A. A "LANDINGS OFFICE PARK ASSOCIATION" TO BE CREATED TO DELEGATE SIGNAGE OWNERSHIP/MAINTENANCE AGREEMENTS
 - B. (1) ONE TENANT PANEL ALLOWED PER TENANT ON BOTH SIDES OF BUSINESS PARK SIGN UNTIL FUTURE DEVELOPMENT IS COMPLETED OR IS DETERMINED BY A "LANDINGS OFFICE PARK ASSOCIATION"
 - C. TENANT PANELS TO HAVE OPAQUE BACKGROUNDS WITH TRANSLUCENT LETTERS/LOGOS
 - D. ALUMINUM FRAME TO BE PAINTED DARK BRONZE
 - E. INTERNAL LIGHTING TO BE ON A TIMER AND MUST BE TURNED OFF BY 11PM EVERY NIGHT UNLESS IT IS A 24 HOUR BUSINESS
 - F. OBSERVE 8' SETBACK FROM PROPERTY LINE/DRIVE AISLE
 - G. SIGN TO BE LOCATED OUTSIDE OF THE 25' SITE TRIANGLE
- TENANT SIGNAGE**
 - A. (1) SINGLE SIDED NON-ILLUMINATED TENANT SIGN ALLOWED PER BUILDING
 - B. SIGN MAY HAVE UP TO (4) FOUR BUSINESSES LISTED
 - C. ADDRESS MUST BE AT THE TOP OF THE SIGN
 - D. ALUMINUM FRAME TO BE PAINTED DARK BRONZE
 - E. (1) ONE GROUND MOUNTED FLOOD LIGHT ALLOWED PER SIGN (TO BE ON A TIMER AND MUST BE TURNED OFF BY 11PM EVERY NIGHT UNLESS IT IS A 24 HOUR BUSINESS)
- EXISTING MONUMENT SIGNAGE**
 - A. REMOVE THE ALUMINUM "LANDINGS OFFICE PARK" LETTERING FROM BOTH EXISTING MONUMENT SIGNS
 - B. FILL HOLES WITH MORTAR TO MATCH STONE
 - C. REDUCE HEIGHT OF STONE WALL TO BE EVEN HEIGHT AND LENGTH FOR BOTH WALLS WITHOUT STEP-DOWNS

LEGEND
* **A** BUSINESS PARK SIGN (2)
DOUBLE SIDED - ILLUMINATED
SIGN PANEL AREA - 27 SQ.FT.

* **E** TENANT PANEL SIGN (1)
SINGLE SIDED - NON-ILLUMINATED
SIGN PANEL AREA - 12 SQ.FT.

* EXISTING MONUMENT WALL
WITH FLAT CUT ALUMINUM LETTERS
WALL TO REMAIN, LETTERS TO BE REMOVED
AND WALL HEIGHT REDUCED (SEE NOTES)



**THE LANDINGS
SUGAR GROVE, ILLINOIS
LOT 8 SIGN PLAN**

**Ground
Signage**

SHEET NO. **1**



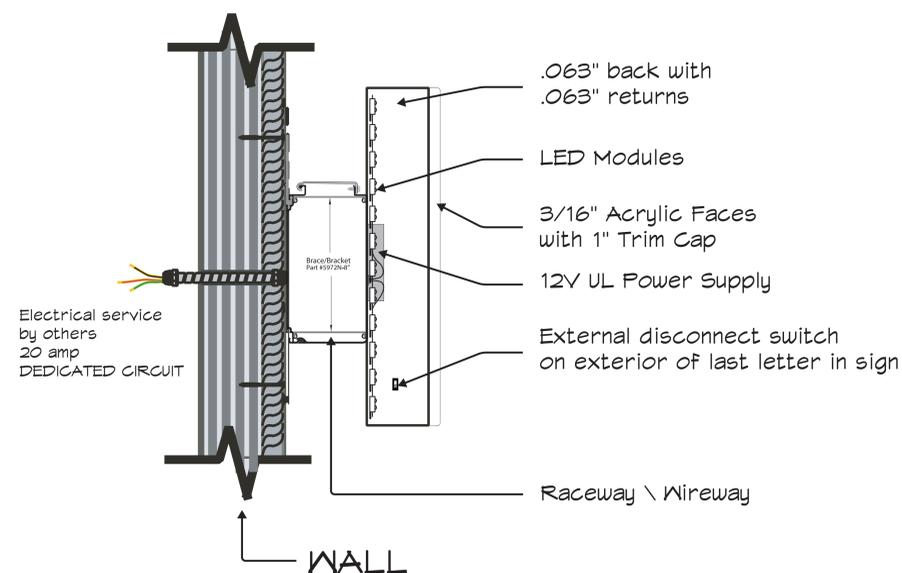
F Wall Sign - Front Elevation
1" = 1'-0" Scale

SIGN NOTES

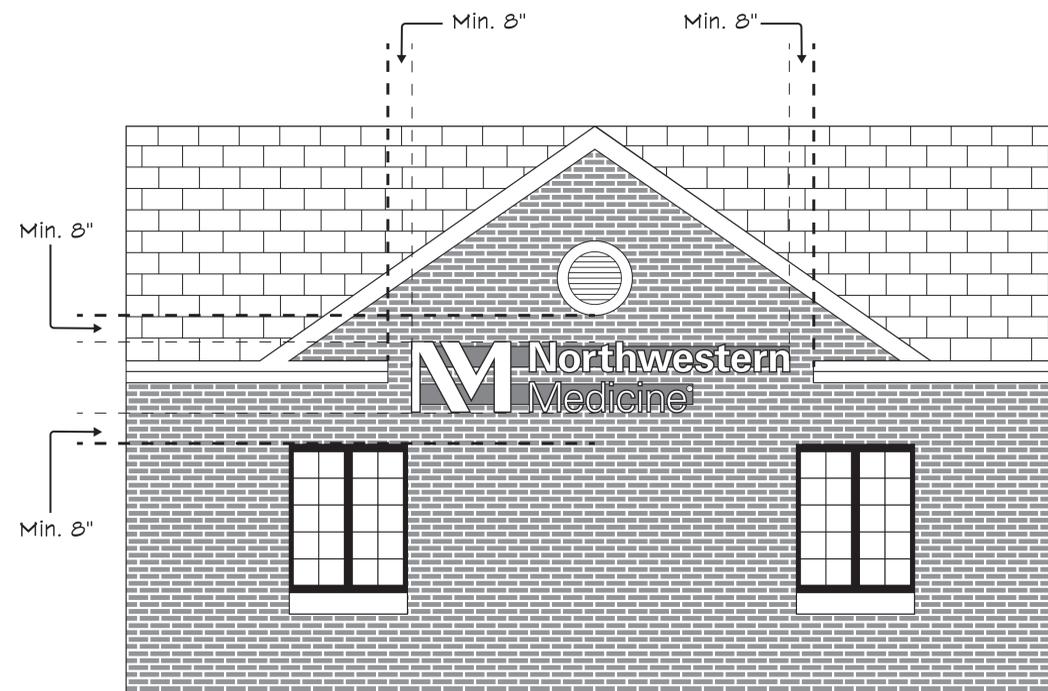
1. **WALL SIGNAGE**
 - A. BUILDINGS 1 AND 7 WILL BE LIMITED TO ONE SIGN EACH FACING DIVISION DRIVE
 - B. BUILDINGS 2, 4 & 6 WILL BE LIMITED TO ONE SIGN PER (3) LARGE GABLES FACING PARKING LOT.
 - C. BUILDINGS 3 & 5 WILL BE LIMITED TO ONE SIGN PER (2) LARGE GABLES CLOSEST TO PARKING LOT.
 - D. SIGN MUST BE LOCATED UNDER THE GABLE AND NOT TO ENCRACH CLOSER THAN 8" FROM ANY ADDRESS, ROOF LINE, WINDOW, OR GABLE VENTS
 - E. FACE LIT INTERNAL LED ILLUMINATION IS ALLOWED
 - F. NO BOX SIGNS ALLOWED
 - G. SIGN MUST BE A CHANNEL LETTER DISPLAY OR FLAT CUT DIMENSIONAL LETTER (IF NON-ILLUMINATED)
 - H. RACEWAYS, RETURNS AND TRIM CAP TO BE PAINTED TO MATCH EXTERIOR OF BUILDING
 - I. NO SIGN TO EXTEND FURTHER THAN 15" FROM WALL
 - J. SIGN ORDINANCE SUBSECTION 11-14-TB LINE 12 GOVERNING MULTI-TENANT WALL SIGNAGE DOES NOT APPLY TO THIS PUD
2. **EXISTING TEMPORARY WALL SIGNAGE**
 - A. EXISTING TEMPORARY SIGN TO BE REMOVED & HOLES FILLED

Typical Raceway Mounted Channel Letters with LED's

Low voltage power supply mounted behind wall in weatherproof can



G Wall Sign - Section Detail
Not to Scale



H Wall Sign - Elevation View
Not to Scale



1550 W. BARTLETT RD.
BARTLETT, IL 60103
P: 630-497-1000
F: 630-497-2110
www.sebert.com

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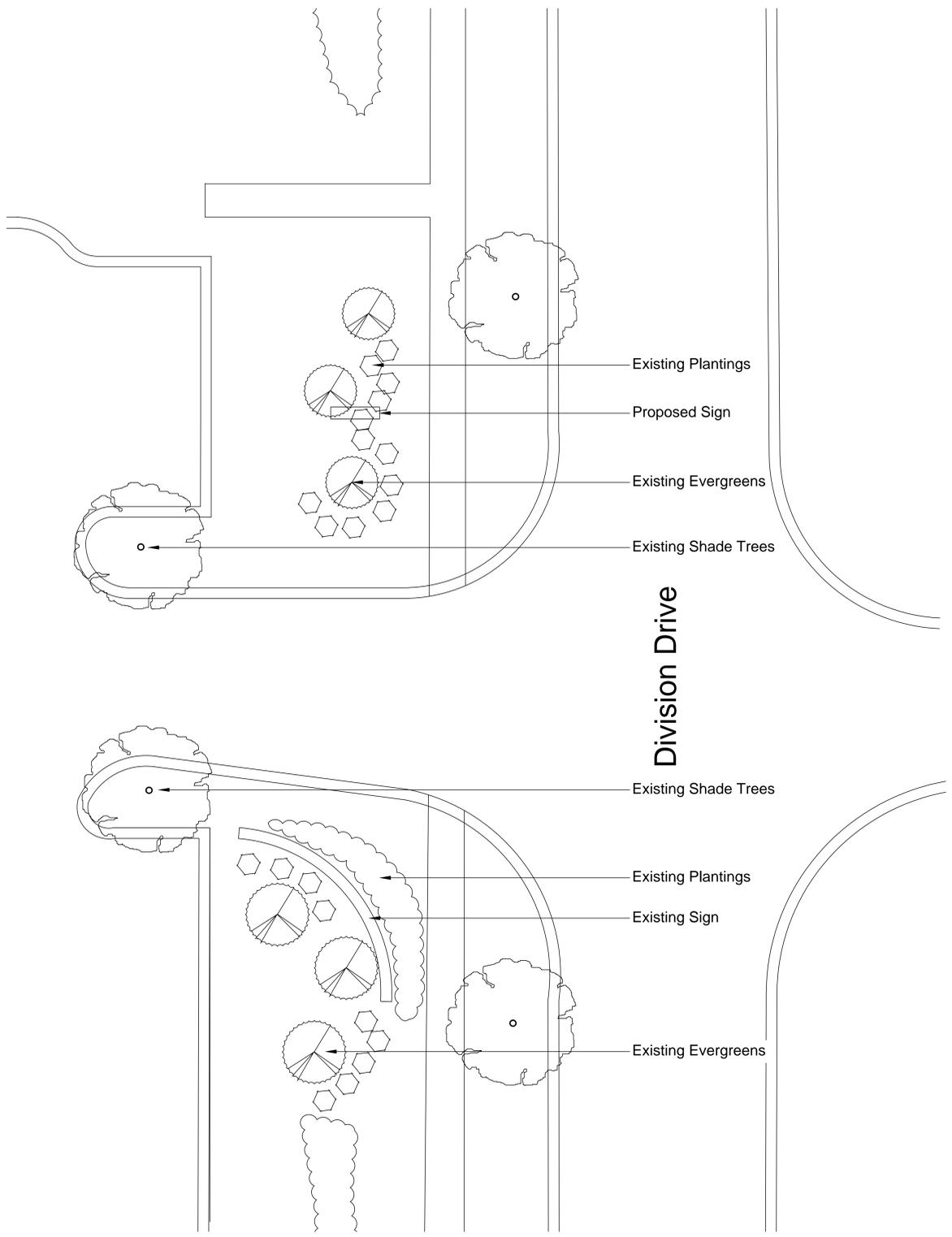
The Landings

Sugar Grove, IL

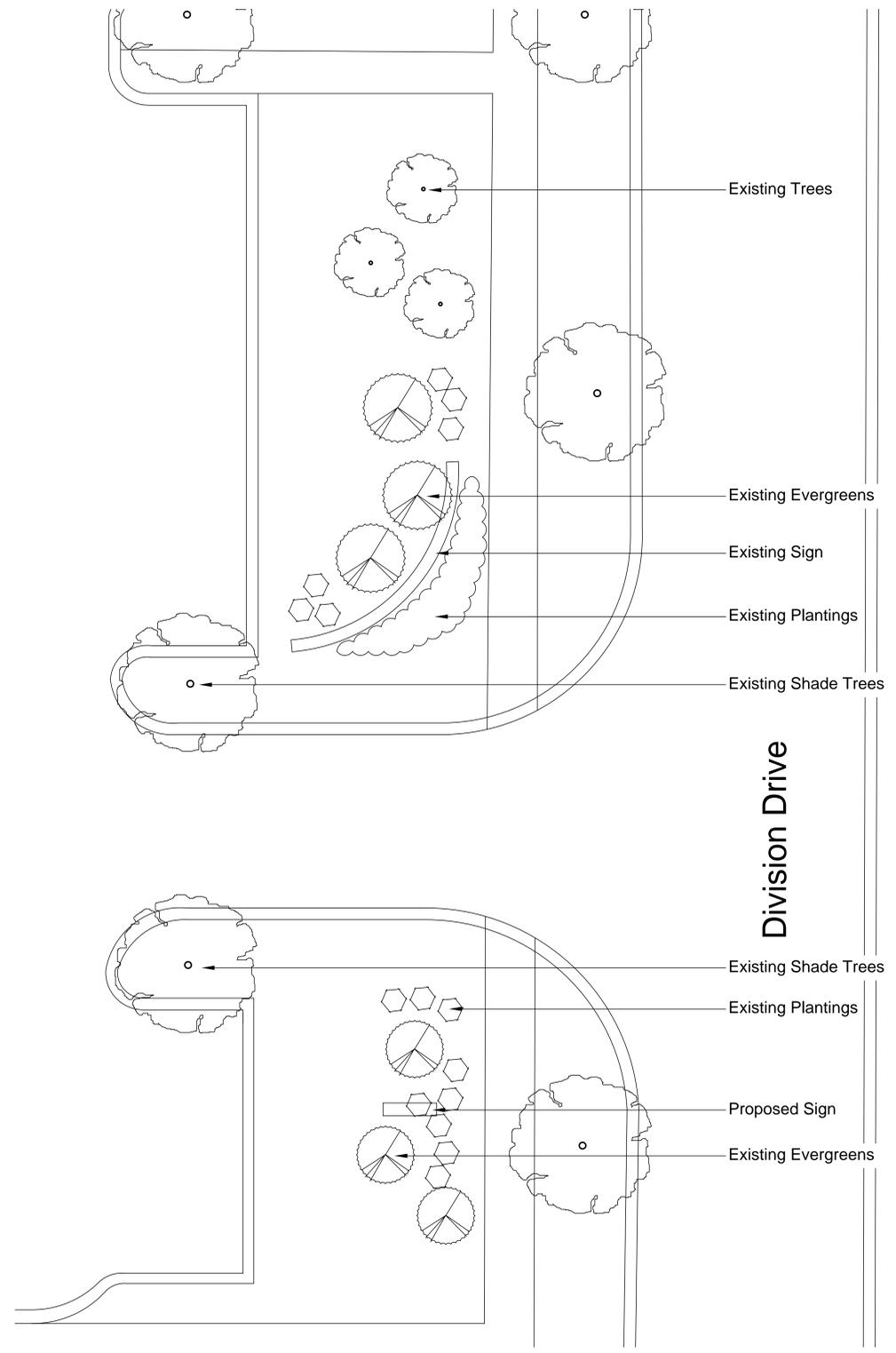
Lot 8 Signage - Existing



PAGE:	2 of 2
DATE:	4-15-2015
SCALE:	1/8" = 1'
DESIGNED BY:	J. CZAJA



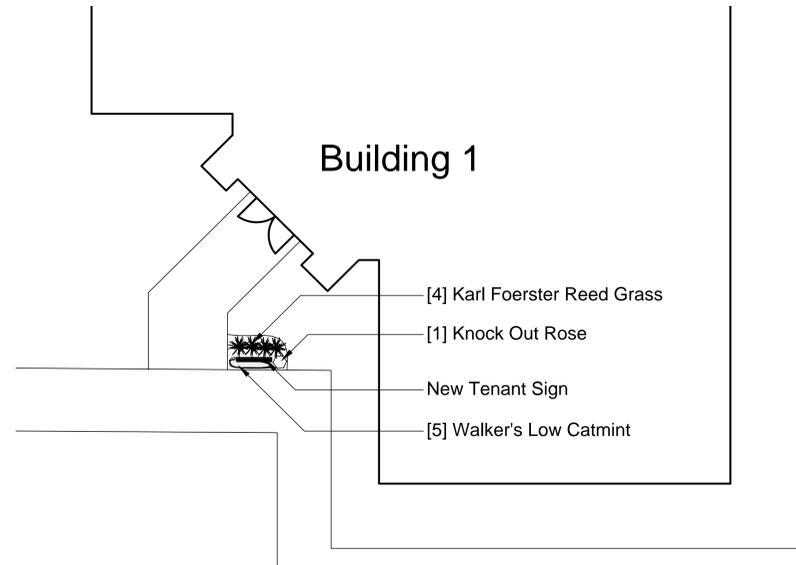
North Entrance on Division Drive



South Entrance on Division Drive

Tenant Sign at Building 1

Typical Plantings for all Tenant Signs



Plant List - Tenant Sign at Building 1			
Deciduous Shrubs			
Qty	Size	Botanical Name	Common Name
1	18"	Rosa x 'Radrazz 2000'	Knock Out Rose
Perennials			
Qty	Size	Botanical Name	Common Name
5	1G	Nepeta faassenii 'Walker's Low'	Walker's Low Catmint
Ornamental Grasses			
Qty	Size	Botanical Name	Common Name
4	1G	Calamagrostis acutifolia 'Karl Foerster'	Karl Foerster Reed Grass

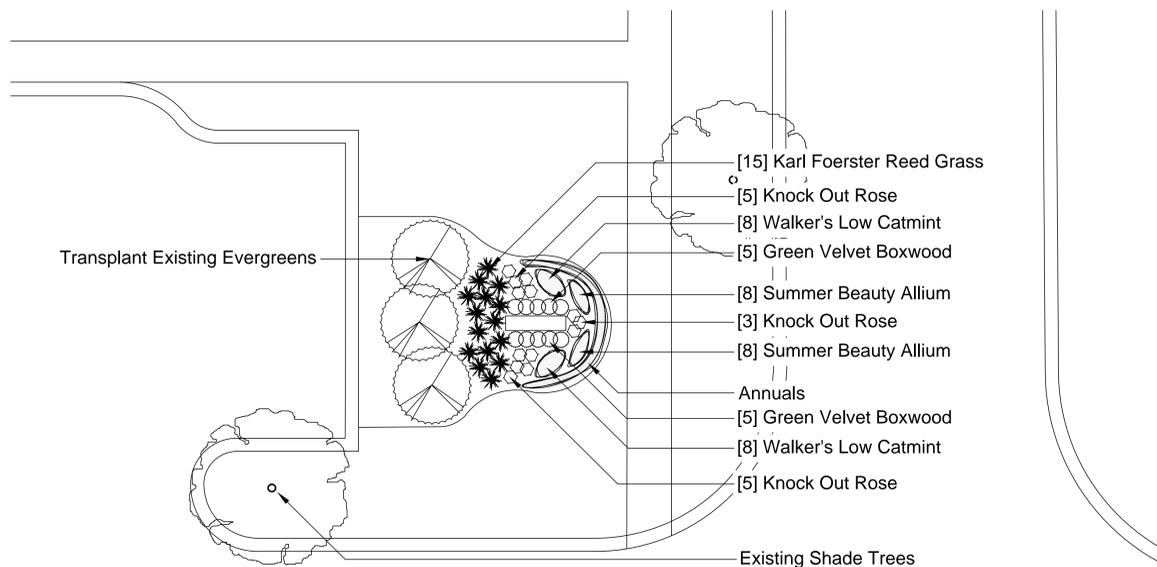
Plant List - Entrances on Division Drive			
Deciduous Shrubs			
Qty	Size	Botanical Name	Common Name
54	18"	Rosa x 'Radrazz 2000'	Knock Out Rose
Evergreen Shrubs			
Qty	Size	Botanical Name	Common Name
42	18"	Buxus microphylla x B. sempervirens 'Green Velvet'	Green Velvet Boxwood
Perennials			
Qty	Size	Botanical Name	Common Name
56	1G	Allium 'Summer Beauty'	Summer Beauty Allium
85	1G	Nepeta faassenii 'Walker's Low'	Walker's Low Catmint
Ornamental Grasses			
Qty	Size	Botanical Name	Common Name
68	1G	Calamagrostis acutifolia 'Karl Foerster'	Karl Foerster Reed Grass



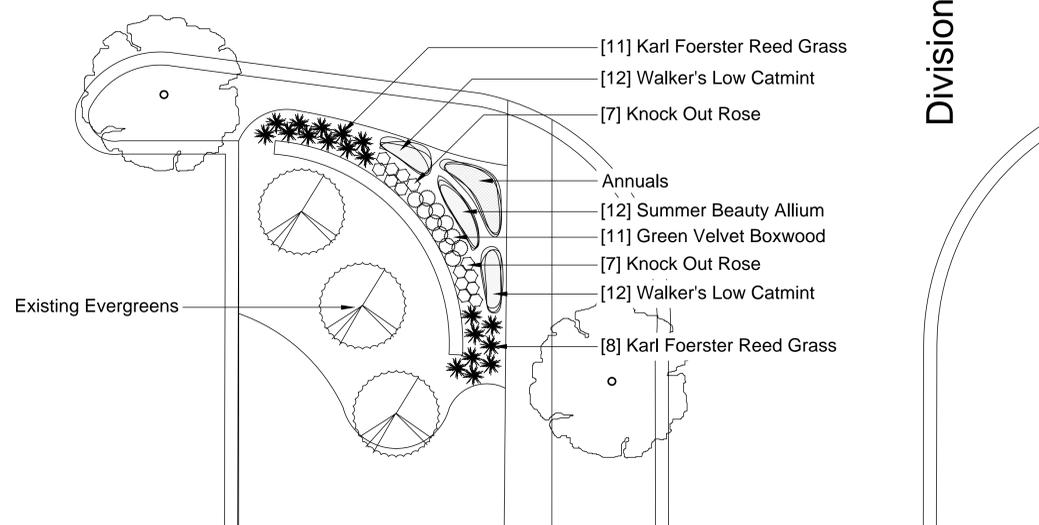
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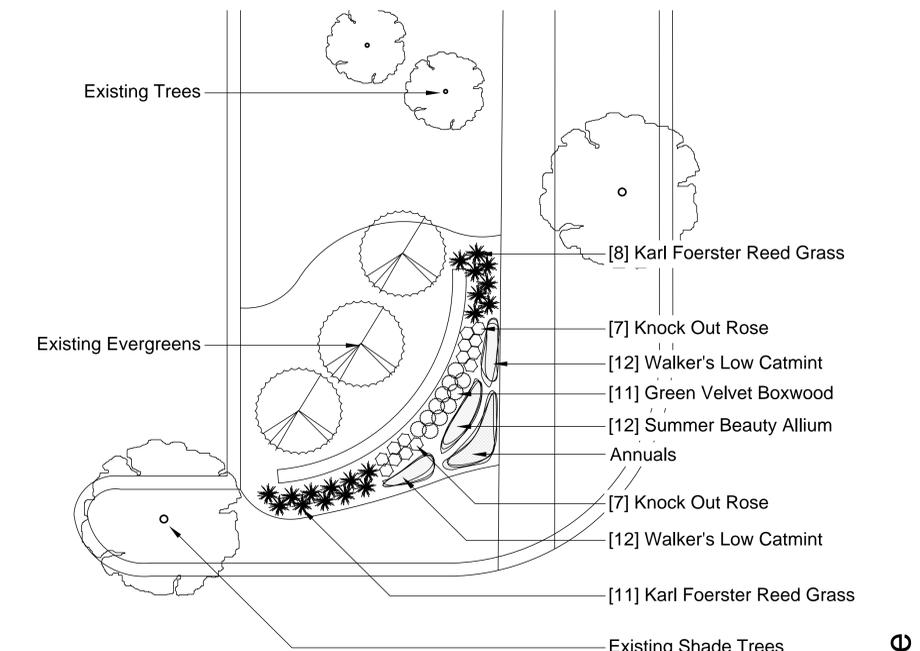
THESE DRAWINGS ARE INTENDED TO ILLUSTRATE DESIGN INTENT AND SHOULD BE USED AS A GENERAL REFERENCE GUIDELINE.



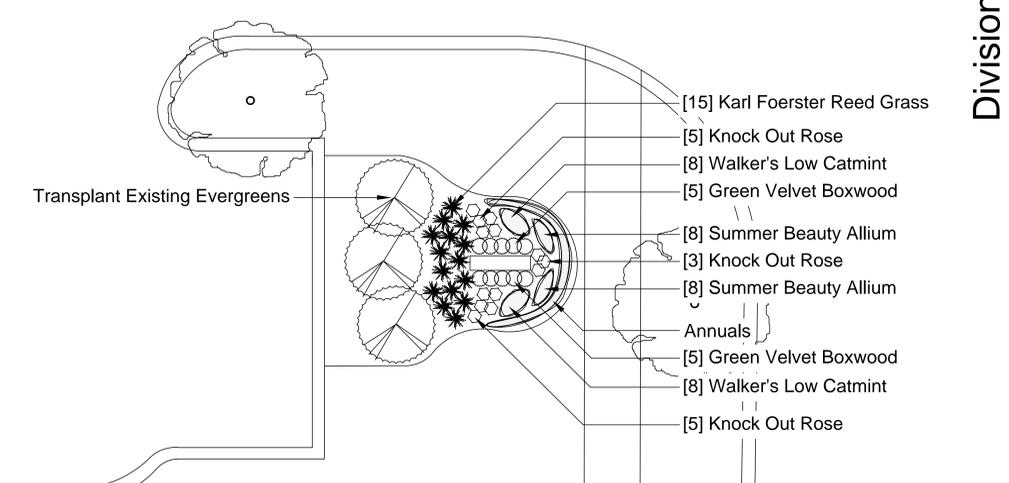
Division Drive



North Entrance on Division Drive



Division Drive



South Entrance on Division Drive

The Landings

Sugar Grove, IL

Lot 8 Signage - Landscaping Plan



PAGE:	1 of 2
DATE:	4-15-2015
SCALE:	1/8" = 1'
DESIGNED BY:	J. CZAJA

VILLAGE PRESIDENT

P. Sean Michels

VILLAGE ADMINISTRATOR

Brent M. Eichelberger

VILLAGE CLERK

Cynthia Galbreath



COMMUNITY DEVELOPMENT DEPARTMENT

VILLAGE TRUSTEES

Kevin Geary

Sean Herron

Mari Johnson

Ted Koch

Rick Montalto

David Paluch

R E C O M M E N D A T I O N

PC15-11

TO: Village President and Board of Trustees

FROM: Plan Commission

DATE: Meeting of October 21, 2015

CASE FILE: 15-016
The Landings Office Park 2nd Minor PUD Amendment

PROPOSAL

The applicant is requesting a Minor PUD Amendment for The Landings Office Park (Ordinance 2007-1218A and Ordinance 2013-0917D) to amend the sign and landscape plans.

GENERAL INFORMATION

PROJECT NAME: The Landings Office Park 2nd Minor Amendment

APPLICANT: Scott Ladendorf of Accurate Repro Inc. on behalf of the multiple property owners

LOCATION: 414-492 Division Drive

PARCEL NUMBER(S): 14-16-176-008 thru 14-16-176-014, inclusive, and 14-16-176-016 thru 14-16-176-018, inclusive

PARCEL SIZE: 6.10 acres

CURRENT ZONING: B-3 Regional Business District PUD

CONTIGUOUS ZONING: NORTH: SR Senior Residential District PUD
SOUTH: B-3 Regional Business District PUD
EAST: (across Division Drive) B-3 Regional Business District PUD
WEST: R-1 Low Density Residential District

CURRENT LAND USE: Office Park

CONTIGUOUS LAND USE: NORTH: Open / vacant (proposed Prairie Pointe Assisted Living)
 SOUTH: Agricultural
 EAST: (across Division Drive) Retail building and open / vacant
 WEST: Windsor West bicycle path common outlot

LAND USE PLAN DESIGNATION: Corridor Commercial

CHARACTER OF AREA

The subject property is located on the west side of Division Drive between Park Avenue and Galena Boulevard. It is located east of Windsor West, a fully developed residential development including both townhomes and single-family homes. The Landings is a partially developed commercial development with undeveloped lots to the north and on the opposite side of Division Drive. An undeveloped commercial lot is immediately south of the subject property but is not part of the Landings subdivision. Part of The Landings was recently resubdivided, planned, and zoned for Prairie Pointe Assisted Living.

BACKGROUND & HISTORY

The applicant, Scott Ladendorf of Accurate Repro, Inc., on behalf of the multiple property owners of The Landings Office Park, is proposing to amend the approved sign and landscape plans for this development.

The Landings Office Park is a development within The Landings subdivision. The Landings Office Park was granted a Major PUD Amendment, Final PUD, and Preliminary / Final Plat approval on December 18, 2007 (Ordinance 2007-1218A and Resolution 2007-1218A) which included a Landscape and Signage Plan. It was also granted a Minor PUD Amendment for a single wall sign with an allowance of three years on September 17, 2013 (Ordinance 2013-0917D).

Buildings located at Lot 12 (474 Division Drive) and Lot 16 (414 Division Drive) are constructed and occupied. The remaining building lots remain unimproved.

EVALUATION & DISCUSSION

Ownership

Lot 16 is owned by CDH-Delnor Health System d/b/a Northwestern Medicine. Lot 12 is partially owned by 474 Division SG, LLC (Bill and Amy Peters—the owners of Brightest Stars Preschool) and partially owned by Old Second National Bank. The unimproved building lots and the common lot (that includes the shared parking area) are owned by WB Pad Holdings, LLC (Wheaton Bank). CDH-Delnor Health System or Cadence Health is now Northwestern Medicine. Northwestern Medicine has organized the owners to apply for a revised comprehensive sign plan for the office park.

PUD and Zoning Requirements for Signs

Wall Advertising Signs

Consistent with the older Ordinance 2007-0403B for The Landings, The Landings Office Park sign plan approved as part of Ordinance 2007-1218A intentionally does not allow for wall signage. Condition #18

in Ordinance 2007-0403B requires "...No additional exterior signs on the individual buildings will be permitted, except name plates on the buildings or window signs."

Minor PUD Amendment Ordinance 2013-0917D was approved in 2013 and granted Cadence Health placement of one wall sign on the Lot 16 building for a period of three years.

The proposed wall sign plan includes much input from staff restricting the number, placement, size, type, and characteristics of the wall signs that would be allowed on these residential-styled buildings. The proposed wall sign plan is in generally in compliance with the Zoning Ordinance, but not the original intent of the PUD.

Ground Advertising Signs

The Landings Office Park sign plan provided for two ground advertising signs which were constructed. The ground signs are actually block walls with lettering reading "The Landings Office Park". The zoning ordinance only allowed one ground sign since the development has one frontage, but two signs were approved as part of the original PUD.

The proposed ground sign plan includes much input from staff. The existing ground signs (walls) would have their lettering removed so they would no longer be considered signs. Two new signs would be constructed. While two signs would not be in compliance with the Zoning Ordinance (only one is allowed), together the signs would be smaller than the existing ground signs (walls). Also, the walls would remain, but be reduced in height.

The Zoning Ordinance also requires that ground signs for a lot with multiple buildings only contain the name of the subdivision. However, the proposed signs would include four tenant panels each.

Other than the exceptions for sign count and content, the signs would be in compliance with the Zoning Ordinance for size, materials, location, etc.

The ground signs would not be permitted until an owners association has been created for the office park.

Ground Directional Signs

Proposed in front of each of the seven buildings is one directional sign mounted on the ground. The proposed directional sign is the same as that approved in the original PUD plan for the office park.

While the directional sign size is slightly larger than that permitted in the Zoning Ordinance, it is the same as those already approved.

The directional signs are compliant with the Zoning Ordinance for count, content, and location.

Landscape Plan Modifications

The proposed ground advertising signs would disturb existing landscaping and require landscape adjustments. The applicant included an amendment of the existing approved landscape plan specific to these areas. The landscaping proposed includes 96 shrubs and 204 perennials compared to 81 shrubs and 168 perennials on the original plan / planted. Also, six evergreen trees would be transplanted.

RECOMMENDATION

The Plan Commission recommends the Village Board approve the Minor PUD Amendment for changes to the sign and landscape plan for The Landings Office Park, pursuant to Section 11-11-7 of the Sugar Grove Zoning Ordinance, subject to the following conditions:

1. That the Minor PUD Amendment shall conform to the Signage Plan, titled "The Landings Lot 8 Sign Plan", by Accurate Repro, Inc., sheets 1-2, dated November 26, 2014, last revised May 20, 2015 and the Landscape Plan Amendment titled "The Landings Lot 8 Signage Landscaping Plan", by Sebert Landscaping, sheets 1-2, dated April 15, 2015, except as such plans may be revised to conform to Village codes and ordinances and the conditions below.
2. That Ordinance 2013-0917D is replaced by an ordinance approving the current proposed Minor PUD Amendment. This new ordinance will consider the text of Ordinance 2007-1218A. The proposed signage plan will be a complete replacement of the signage plan listed in Ordinance 2007-1218A. The proposed landscape plan will be an amendment to the landscape plan listed in Ordinance 2007-1218A.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS
GEOFF PAYTON, STREETS & PROPERTIES SUPERVISOR
SUBJECT: PRESENTATION: PHASE I & PHASE II ENGINEERING SERVICES FOR
BLISS ROAD AT IL ROUTE 47 STP PROJECT - EEI
AGENDA: NOVEMBER 3, 2015 COMMITTEE OF THE WHOLE MEETING
DATE: OCTOBER 28, 2015

ISSUE

Engineering Enterprises, Inc. (EEI) will provide an update on Phase I and Phase II engineering services related to the Bliss Road at IL Route 47 STP Project.

DISCUSSION

In an effort to utilize Grant funding sources for pavement maintenance, staff has acquired approval for STP Funding for improvements to the Bliss Road / Wheeler Road / IL 47 Intersection. The Surface Transportation Program (STP) provides funding to municipalities for projects on the Federal-Aid Highway System. Projects approved for STP funding are eligible for a match ratio of 75% of the construction and construction engineering costs. The improvements include adding left turn lanes to all legs of the intersection, some minor curb and gutter work, installing pedestrian and bicycle pathways and traffic signal modifications.

At the February 4, 2014 Village Board Meeting, an engineering agreement was awarded to EEI for Phase I and Phase II engineering associated with this project. Phase I and II Engineering would be funded 100% by the Village. EEI will be presenting an update on the progress to date.

COST

There are no costs associated with this presentation.

RECOMMENDATION

The Village Board listen to the presentation by EEI and ask any questions as needed.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: DISCUSSION: VISION FOR DIVISION DRIVE
AGENDA: NOVEMBER 3, 2015 COMMITTEE OF THE WHOLE MEETING
DATE: OCTOBER 30, 2015

ISSUE

Shall the Village Board consider developing a plan or encourage mixed-use development along Division Drive.

DISCUSSION

The Committee last discussed this topic on February 17, 2015 and gave Village staff direction to prepare a specific proposal for developing a vision for mixed-use development along Division Drive.

The Village staff has concluded the property can physically accommodate mixed-use development but the staff is not equipped to determine whether a market exists in Sugar Grove to support this type of development and how much can be supported.

Village staff identified a number of issues to discuss in order to move along to recruiting one or more developers to achieve the vision.

I will make a Powerpoint presentation at the meeting to illustrate the opportunities and challenges that lie ahead.

COSTS

There are no costs associated with the requested action.

RECOMMENDATION

That the Village Board determine whether this development concept is worthy of further investigation.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: BRENT M. EICHELBERGER, VILLAGE ADMINISTRATOR
SUBJECT: 140 S. MUNICIPAL – VILLAGE HALL COSTS AND FINANCING
AGENDA: NOVEMBER 3, 2105 COTW
DATE: OCTOBER 29, 2015

ISSUE

Should the Village consider financing portions of the costs of remodeling the building at 140 S. Municipal Drive to serve at a new Village Hall.

DISCUSSION

This item was last discussed at the October 20 Regular Board Meeting under New Business. At that meeting the Village's architect presented a cost estimate of \$1.7 – 1.8M to gut and remodel the building at 140 S. Municipal Drive for Village Hall purposes. The Board directed staff to prepare a recommendation for funding the improvements.

The need for the new Village Hall is driven by the need for expansion of the Police Department. Previous studies of how to best achieve the needed additional space for the Police determined that expansion into the Administration, Finance and Board areas of the current Village Hall/Police facility, following a relocation of those functions, is the most efficient option. Relocation of the Police function and a building addition were explored and determined to be lesser options. The Village purchased the 140 Building for the express purpose of relocating the Village Hall.

The space needs for the Police is the result of the growth of the Village. The Village collects an impact fee on new residential construction to fund additional space needs. Depending upon the subdivision, the amount per new home for space needs is from \$2,000 - \$7,000. The Village currently about \$600,000 available for this purpose. Using an average of \$4,500 per home, the Village would need to permit about 260 homes to cover the remaining \$1.2M.

The Village also has approximately \$400,000 in GF Reserve, above the 25% policy requirement, which could be used.

Staff contacted a local bank to get information on financing the project through a bank qualified tax exempt loan. Various options were presented. For discussion purposes, staff is focusing on the 15 year amortization / 7 year balloon payment option with an estimated rate of 2.70%. Under this option, a \$1M loan would have an annual payment of approximately \$81K, while a \$1.2M loan would be \$97K and \$1.4M at \$113K.

Under normal circumstances staff would not hesitate to recommend going forward with the project. The status of the state budget and its impacts on LGDF and other funds, as well as the Settlers Ridge Bond case, make current circumstances far from normal.

The Village does not have to make a final decision on proceeding with 140 build out at this time. Two other decision points, prior to going out to bid and bid acceptance remain. The status of LGDF and other state distributed funds and the bond case should be significantly clarified before the final decision point.

Staff recommends that Board authorize continuation of the project (finalizing design and developing bid documents), and direct staff to report back to the Board for authorization before going out to bid. At that time staff can provide an update on the various factors.

COST

Costs at this time are included in the already approved architectural services contract. Additional costs will be incurred only if the Board determines at a later date to go out to bid and approve construction.

RECOMMENDATION

That the Board authorize development of final design and bid documents, and require an update and approval before going out to bid.