

<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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**June 7, 2016  
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:                   Vouchers
  - b. Resolution:                Authorizing an IGA with Kane County for Bliss Road Improvements
  - c. Ordinance:                Declaring Surplus Property
  - d. Resolution:                2016 Road Program Engineering Services Agreement – Change #1
  - e. Approval:                 Temporary Liquor Licenses – Legion & SG Fire Fighters Auxiliary for 2016 Corn Boil
8. General Business
  - a. Approval:                 Authorizing Settlers Ridge Phase I – Change Order #2
  - b. Ordinance:                Amending the Zoning Code
  - c. Resolution:                Purchase of a Radar Sign Trailer
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

<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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**Committee of the Whole**  
**June 7, 2016**  
**6:30 p.m.**

1. Call to Order
2. Roll Call
3. Public Comment
4. Discussion: Amending Animal Regulations
5. Discussion: Micro Antennas in the Public ROW
6. Discussion: Reimbursement for Development Related Work
7. Discussion: Business Registration Requirement
8. Discussion: Zoning Ordinance Amendments – Parks, Accessory Structures and Uses
9. Closed Session: Land Acquisition, Personnel, Litigation
10. Adjournment

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT MICHELS & BOARD OF TRUSTEES  
**FROM:** FINANCE  
**SUBJECT:** APPROVAL OF VOUCHERS  
**AGENDA:** JUNE 7, 2016 BOARD MEETING  
**DATE:** JUNE 3, 2016

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**ISSUE**

Approval of Vouchers

**DISCUSSION**

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

**COST**

Vouchers total \$127,363.67 and manual checks total \$250,319.92

**RECOMMENDATION**

Approval of vouchers totalling \$127,363.67 and ratification of manual checks totaling \$250,319.92.

DATE: 06/03/2016  
TIME: 10:00:29  
ID: AP444000.WOW

VILLAGE OF SUGAR GROVE  
DETAIL BOARD REPORT

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MANUAL CHECKS ISSUED 05/17/2016 THRU 06/03/2016

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	CHECK #	CHECK DATE	ITEM AMT
-----							
C0379	CDW GOVERNMENT, INC.						
CDJ8580	05/19/16	01	POL/LAPTOP COMMUNICATIONS	01516307	049168	05/19/16	2,078.19
						INVOICE TOTAL:	2,078.19
						VENDOR TOTAL:	2,078.19
G0739	GENEVA CONSTRUCTION COMPANY						
PAY EST 10	02/29/16	01	S&P/DUGAN/GRANART REALIGNMENT	35537008	049170	05/31/16	244,642.08
						INVOICE TOTAL:	244,642.08
						VENDOR TOTAL:	244,642.08
I0916	ILLINOIS DEPARTMENT OF						
DC-662061742	05/19/16	01	CD/QTRLY CHRGES - MF 1/1-3/31	01556204	049167	05/19/16	3,059.00
						INVOICE TOTAL:	3,059.00
						VENDOR TOTAL:	3,059.00
T0001679	ROBERT MACK						
0272000205-04	05/19/16	01	W&S/FNL W&S REF - 254 E PARK	50001210	049166	05/19/16	249.15
						INVOICE TOTAL:	249.15
						VENDOR TOTAL:	249.15
V2211	VAN'S LOCK AND KEY						
60455	02/11/16	01	W&S/PADLOCKS FOR WELLS	50606611	049169	05/31/16	251.50
						INVOICE TOTAL:	251.50
60456	02/11/16	01	BM/SPRING LATCHES	01546611	049169	05/31/16	40.00
						INVOICE TOTAL:	40.00
						VENDOR TOTAL:	291.50
						TOTAL ALL INVOICES:	250,319.92

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VILLAGE OF SUGAR GROVE  
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INVOICES DUE ON/BEFORE 06/07/2016

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
A0003	ARCO MECHANICAL EQUIP. SALES						
15238	05/11/16	01	BM/TOXALERT REPAIR	01546406		06/07/16	380.00
		02	W&S/TOXALERT REPAIR	50596406			380.00
						INVOICE TOTAL:	760.00
						VENDOR TOTAL:	760.00
A0031	ADVANCED AUTOMATION & CONTROLS						
16-2469	05/19/16	01	W&S/WELL 7 SCADA REPAIRS	50596313		06/07/16	1,073.66
						INVOICE TOTAL:	1,073.66
						VENDOR TOTAL:	1,073.66
A8037	AIRGAS NORTH CENTRAL						
9935643590	04/30/16	01	W&S/CHEMICALS	50656607		06/07/16	19.34
						INVOICE TOTAL:	19.34
						VENDOR TOTAL:	19.34
A8959	APPLIED CONCEPTS INC						
288958	05/20/16	01	POL/STALKER RADAR REPAIR	01516403		06/07/16	84.75
						INVOICE TOTAL:	84.75
						VENDOR TOTAL:	84.75
A8964	ADVANCED WEIGHING						
21626	05/17/16	01	POL/SCALES CHECKS & TEST	01516603		06/07/16	300.00
						INVOICE TOTAL:	300.00
						VENDOR TOTAL:	300.00
B0230	BLUE CROSS & BLUE SHIELD OF IL						
JUNE-16	05/13/16	01	ADM/HEALTH INSURANCE-JUNE 2016	01506201		06/07/16	2,784.79
		02	POL/HEALTH INSURANCE-JUNE 2016	01516201			11,996.68
		03	S&P/HEALTH INSURANCE-JUNE 2016	01536201			2,917.11

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
B0230	BLUE CROSS & BLUE SHIELD OF IL						
JUNE-16	05/13/16	04	BM/HEALTH INSURANCE-JUNE 2016	01546201		06/07/16	697.03
		05	CD/HEALTH INSURANCE-JUNE 2016	01556201			3,436.92
		06	FIN/HEALTH INSURANCE-JUNE 2016	01566201			1,248.21
		07	W&S/HEALTH INSURANCE-JUNE 2016	50506201			1,796.30
		08	PW/HEALTH INSURANCE-JUNE 2016	50596201			4,502.20
		09	EMP/EMPLOYEE SHARE-JUNE 2016	01002180			4,988.57
						INVOICE TOTAL:	34,367.81
						VENDOR TOTAL:	34,367.81
B0816	BETTER BUSINESS PLANNING						
36804FSA	06/01/16	01	FIN/FSA ADMIN FEE JUNE 16	01566309		06/07/16	13.50
		02	W7S/FSA ADMIN FEE JUNE 16	50506309			13.50
						INVOICE TOTAL:	27.00
36806HSA	06/01/16	01	FIN/HSA ADMIN FEE - JUNE 16	01566309		06/07/16	16.17
		02	W&S/HSA ADMIN FEE - JUNE 16	50506309			16.16
						INVOICE TOTAL:	32.33
						VENDOR TOTAL:	59.33
C0027	CAM-VAC INC.						
996	05/19/16	01	S&P/TELEVISE STORM SEWER LINE	01536405		06/07/16	1,000.00
		02	MALLARD PT	** COMMENT **			
						INVOICE TOTAL:	1,000.00
						VENDOR TOTAL:	1,000.00
C0031	CINTAS FIRE PROTECTION CORP						
F9400142478	05/15/16	01	W&S/WELL 11 5/1-7/31/16	50596406		06/07/16	233.00
						INVOICE TOTAL:	233.00
						VENDOR TOTAL:	233.00
C0034	CALL ONE						

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
C0034 CALL ONE							
1134017-516	05/15/16	01	ADM/5/15-6/14 CALL ONE	01506502		06/07/16	66.25
		02	POL/5/15-6/14 CALL ONE	01516502			245.60
		03	S&P/5/15-6/14 CALL ONE	01536502			36.24
		04	BM/5/15-6/14 CALL ONE	01546502			107.25
		05	CD/5/15-6/14 CALL ONE	01556502			129.17
		06	FIN/5/15-6/14 CALL ONE	01566502			66.25
		07	W&S/5/15-6/14 CALL ONE	50506502			98.89
		08	PW/5/15-6/14 CALL ONE	50596502			224.50
		09	S&P/5/15-6/14 T1 9392	01536502			113.23
		10	PW/5/15-6/14 T1 9392	50596502			113.22
						INVOICE TOTAL:	1,200.60
						VENDOR TOTAL:	1,200.60
C0316 CENTRAL LIMESTONE COMPANY							
6498	05/16/16	01	S&P/RIP RAP - DUGAN WOODS ISLD	35537008		06/07/16	957.89
						INVOICE TOTAL:	957.89
						VENDOR TOTAL:	957.89
C0355 COMMUNICATIONS DIRECT, INC							
IN135943	05/26/16	01	POL/MICROPHONE	01516407		06/07/16	260.73
						INVOICE TOTAL:	260.73
						VENDOR TOTAL:	260.73
C0361 COM ED							
2082154034-051116	05/11/16	01	S&P/2082154034 DUGAN 4/12-5/11	01536511		06/07/16	745.20
						INVOICE TOTAL:	745.20
7090127000-052016	05/20/16	01	S&P/70912700 LIGHTS 4/20-5/19	01536511		06/07/16	55.48
						INVOICE TOTAL:	55.48
						VENDOR TOTAL:	800.68
C0362 COMMONWEALTH EDISON							

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
C0362	COMMONWEALTH EDISON						
9390162025-050916	05/09/16	01	S/9390162025 LS 9 4/7-5/6	50656511		06/07/16	205.58
						INVOICE TOTAL:	205.58
						VENDOR TOTAL:	205.58
C0379	CDW GOVERNMENT, INC.						
CSS2161	04/18/16	01	IT/DKNG STATION,MOUSE,SCREEN	01496307		06/07/16	180.00
		02	ITPW/DKNGSTATION,MOUSE,SCREEN	50496307			180.00
						INVOICE TOTAL:	360.00
DBW9824	05/16/16	01	ITPW/CISCO ROUTER	50496307		06/07/16	293.30
		02	IT/CISCO ROUTER	01496307			293.30
						INVOICE TOTAL:	586.60
DCG2101	05/21/16	01	IT/CISCO ROUTER	01516307		06/07/16	507.50
		02	ITPW/CISCO ROUTER	50496307			507.50
						INVOICE TOTAL:	1,015.00
						VENDOR TOTAL:	1,961.60
C0384	COMPUTER NETWORK MGMT. LLC						
1600410	04/30/16	01	IT/CHANGE OUT BACK UPS	01496307		06/07/16	52.00
		02	PWIT/CHANGE OUT BACK UP DRIVE	50496307			52.00
		03	IT/NETWORK MISC	01496307			646.49
		04	PWIT NETWORK MISC	50496307			646.49
		05	IT/JUNGLE DISK	01496307			29.00
						INVOICE TOTAL:	1,425.98
						VENDOR TOTAL:	1,425.98
C0394	CLAESSON JANITORIAL SERVICE						
5746	05/19/16	01	BM/JANITORIAL SERVICE MAY 16	01546406		06/07/16	1,087.50
		02	W&S/JANITORIAL SERVICE MAY 16	50596406			412.50
						INVOICE TOTAL:	1,500.00
						VENDOR TOTAL:	1,500.00

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
C8050	COLLEGE OF DUPAGE						
7118	05/27/16	01	POL/TRUCK ENFORCEMENT FOREST	01516208		06/07/16	295.00
						INVOICE TOTAL:	295.00
						VENDOR TOTAL:	295.00
D0012	DELUXE						
006124061	05/24/16	01	FIN/ACCONTS PAYABLE CHECKS	01566504		06/07/16	309.98
		02	W&S/ACCOUNTS PAYABLE CHECKS	50506613			309.98
						INVOICE TOTAL:	619.96
						VENDOR TOTAL:	619.96
D0421	DREYER MEDICAL CLINIC						
28669072	04/27/16	01	POL/PRE EMPLOYMENT PANEL RR	01516306		06/07/16	297.00
						INVOICE TOTAL:	297.00
28669073	04/27/16	01	POL/CHEST XRAY RR	01516306		06/07/16	70.00
						INVOICE TOTAL:	70.00
28690895	04/27/16	01	POL/LIFT TEST RR	01516306		06/07/16	80.00
						INVOICE TOTAL:	80.00
						VENDOR TOTAL:	447.00
D8026	DYNEGY ENERGY SERVICES						
146638816051	05/23/16	01	W/0135162168 ENERGY 4/20-5/18	50606511		06/07/16	6,005.05
						INVOICE TOTAL:	6,005.05
						VENDOR TOTAL:	6,005.05
D8028	DORNER CO						
133229-IN	05/15/16	01	W&S/WELL 10 REPAIRS	50606603		06/07/16	104.94
						INVOICE TOTAL:	104.94
						VENDOR TOTAL:	104.94

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VILLAGE OF SUGAR GROVE  
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-----							
E0012	RANDAL ERICKSON						
206520	05/20/16	01	CD/INSPECTIONS 4/25-5/8	01556309		06/07/16	2,175.00
						INVOICE TOTAL:	2,175.00
						VENDOR TOTAL:	2,175.00
E0542	ENTENMANN-ROVIN COMPANY						
0116884-IN	03/31/16	01	POL/FLAT & DOME POLICE BADGES	01516209		06/07/16	822.40
						INVOICE TOTAL:	822.40
						VENDOR TOTAL:	822.40
E0544	ENGINEERING ENTERPRISES, INC.						
58243	05/26/16	01	CD/HANNAFORD FARMS SG0330	01556303		06/07/16	395.00
						INVOICE TOTAL:	395.00
58244	05/26/16	01	CD/MEADOWRIDGE VILLAS SG0627	01556303		06/07/16	150.00
						INVOICE TOTAL:	150.00
58245	05/26/16	01	CD/COLLEGE CORNER SG0922	01556303		06/07/16	79.00
						INVOICE TOTAL:	79.00
58246	05/26/16	01	CD/SETTLERSRIDGECOASTOAKSG1113	01556303		06/07/16	285.00
						INVOICE TOTAL:	285.00
58247	05/26/16	01	CD/AMERICANHEARTLANDBANKSG1209	01556303		06/07/16	298.00
						INVOICE TOTAL:	298.00
58250	05/26/16	01	CD/SENIORLIVINGCTRSG1402	01556303		06/07/16	1,034.00
						INVOICE TOTAL:	1,034.00
58251	05/26/16	01	CD/PRAIRIEPOINTEASSTLVGSG1413	01556303		06/07/16	79.00
						INVOICE TOTAL:	79.00
58256	05/26/16	01	CD/PRODUCERSCHEMTANKFARMSG1516	01556303		06/07/16	140.00
						INVOICE TOTAL:	140.00

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
E0544	ENGINEERING ENTERPRISES, INC.						
58259	05/26/16	01	CD/VOSGGENERAL	01556303		06/07/16	1,527.00
						INVOICE TOTAL:	1,527.00
58261	05/26/16	01	CD/AUTOZONE (LOT7SGCTR) SG1606	01556303		06/07/16	316.00
						INVOICE TOTAL:	316.00
58299	05/26/16	01	CD/SELECTIVLABLEXPANSION	01556303		06/07/16	600.00
		02	SG1515	** COMMENT **			
						INVOICE TOTAL:	600.00
						VENDOR TOTAL:	4,903.00
F0602	4 SEASONS LANDSCAPING PLUS, INC						
6124U	05/18/16	01	S&P/INSTALL 12 TREES MULCH	01536606		06/07/16	1,355.00
						INVOICE TOTAL:	1,355.00
6125U	05/18/16	01	S&P/SIDWALK RESTORATIONS 320	01536405		06/07/16	700.00
		02	MALLARD	** COMMENT **			
						INVOICE TOTAL:	700.00
						VENDOR TOTAL:	2,055.00
F0608	FOX METRO WATER RECLAMATION						
2016 505	04/21/16	01	CD/WATERI NSP APRIL-	01556309		06/07/16	60.00
		02	585 RIDGEVIEW LN,	** COMMENT **			
		03	1734 BETA DR A &B	** COMMENT **			
						INVOICE TOTAL:	60.00
						VENDOR TOTAL:	60.00
F0656	FOX METRO WATER RECLAMATION						
061250-0516	05/16/16	01	BM/10 MUNI SERER 2/29-4/30	01546512		06/07/16	48.96
						INVOICE TOTAL:	48.96
063908-0516	05/16/16	01	BM/601 HEARTLAND SEWER	01546512		06/07/16	46.24

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
F0656	FOX METRO WATER RECLAMATION						
063908-0516	05/16/16	02	PW/601 HEARTLAND SEWER	50596512		06/07/16	46.24
						INVOICE TOTAL:	92.48
						VENDOR TOTAL:	141.44
F8027	FAIREL ANNE DESIGNS						
2016214	05/24/16	01	BSD/SGCOMMNEWSLETTER-1/4 MAY16	01576309		06/07/16	1,460.00
						INVOICE TOTAL:	1,460.00
						VENDOR TOTAL:	1,460.00
F8031	FLATSO'S TIRE SHOP INC						
1857	05/14/16	01	S&P/TIRES	01536617		06/07/16	123.88
						INVOICE TOTAL:	123.88
						VENDOR TOTAL:	123.88
G0736	GROUND EFFECTS, INC.						
33252	05/06/16	01	W&S/PLUVERIZED DIRT	50606606		06/07/16	125.95
		02	S&P/PLUVERIZED DIRT	01536606			125.95
						INVOICE TOTAL:	251.90
						VENDOR TOTAL:	251.90
G8009	GUARDIAN						
503669-0616	05/15/16	01	ADM/DENTAL INSURANCE-JUNE 2016	01506201		06/07/16	143.83
		02	POL/DENTAL INSURANCE-JUNE 2016	01516201			824.70
		03	S&P/DENTAL INSURANCE-JUNE 2016	01536201			246.07
		04	BM/DENTAL INSURANCE-JUNE 2016	01546201			64.98
		05	CD/DENTAL INSURANCE-JUNE 2016	01556201			274.90
		06	FIN/DENTAL INSURANCE-JUNE 2016	01566201			83.72
		07	W&S/DENTAL INSURANCE-JUNE 2016	50506201			107.33
		08	PW/DENTAL INSURANCE-JUNE 2016	50596201			470.48
		09	EMP/EMPLOYEE SHARE-JUNE 2016	01002180			807.87
						INVOICE TOTAL:	3,023.88
						VENDOR TOTAL:	3,023.88

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
H0006	HARRIS COMPUTER SYSTEMS						
XT00005593	05/27/16	01	W&S/ICONNECT HOSTING MAY 16	50506307		06/07/16	242.19
						INVOICE TOTAL:	242.19
						VENDOR TOTAL:	242.19
H0827	HOME DEPOT CREDIT SERVICES						
2051641	04/06/16	01	W&S/WELL 10 LIGHT BULBS &	50606611		06/07/16	256.83
		02	CLEANING SUPPLIES	** COMMENT **			
						INVOICE TOTAL:	256.83
						VENDOR TOTAL:	256.83
H1483	HD SUPPLY WATERWORKS, LTD						
F515014	05/13/16	01	W&S/METERS & RADIOS (50)	50606603		06/07/16	10,600.00
						INVOICE TOTAL:	10,600.00
						VENDOR TOTAL:	10,600.00
H8027	H.A.T						
09	05/20/16	01	W&S/ADAPTER/REDUCER	50656603		06/07/16	350.00
						INVOICE TOTAL:	350.00
						VENDOR TOTAL:	350.00
I0907	ILLINOIS CITY/CNTY MGMT ASSOC						
2016-2017	05/20/16	01	ADM/IILCMA DUES -BE 2016-2017	01506208		06/07/16	329.39
						INVOICE TOTAL:	329.39
						VENDOR TOTAL:	329.39
I0957	ILLCO, INC.						
1299260	05/02/16	01	W&S/PLUMBING SUPPLIES -WELL 10	50606612		06/07/16	68.93
						INVOICE TOTAL:	68.93
						VENDOR TOTAL:	68.93

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
I8027	ILLINOIS POLICE ACCRED COALITI						
04202016	04/20/16	01	POL/2016-17 MEMBRSHP DUES IPAC	01516208		06/07/16	50.00
						INVOICE TOTAL:	50.00
						VENDOR TOTAL:	50.00
K0021	KB COLLISION & CUSTOMS						
05312016	05/31/16	01	POL/REPAIRS 09 CROWN VIC	01516407		06/07/16	2,631.47
						INVOICE TOTAL:	2,631.47
						VENDOR TOTAL:	2,631.47
K1321	KONICA MINOLTA BUSINESS						
239682146	05/14/16	01	S&P/COPIES THRU 5/14/16	01536403		06/07/16	12.65
		02	BM/COPIES THRU 5/14/16	01546403			0.02
		03	CD/COPIES THRU 5/14/16	01556403			51.37
		04	W&S/COPIES THRU 5/14/16	50596403			17.32
		05	UB/COPIES THRU 5/14/16	50506403			1.55
		06	EDC/COPIES THRU 5/14/16	01556403			22.43
						INVOICE TOTAL:	105.34
239682234	05/14/16	01	ADM/COPIES THRU 4/15-5/14	01506403		06/07/16	9.60
		02	FIN/COPIES THRU 4/15-5/14	01566403			33.35
		03	BOARD/COPIES THRU 4/15-5/14	01576403			64.17
		04	UB/COPIES THRU 4/15-5/14	50506403			64.62
						INVOICE TOTAL:	171.74
239682235	05/14/16	01	POL/COPIES THRU 4/15-5/14	01516403		06/07/16	128.51
						INVOICE TOTAL:	128.51
						VENDOR TOTAL:	405.59
L1274	LOCAL GOV NEWS						
5102016	05/01/16	01	ADM/MEMBERSHIP LOCAL GOVNEWS	01506608		06/07/16	780.00
						INVOICE TOTAL:	780.00
						VENDOR TOTAL:	780.00

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M0024	MCHENRY ANALYTICAL WATER						
1602169	05/03/16	01	W&S/WATER SAMPLES COLIFORM	50606311		06/07/16	200.00
						INVOICE TOTAL:	200.00
390484	05/10/16	01	W&S/WATER SAMPLES IRON MAGANES	50606311		06/07/16	19.80
		02	W&S/WATER SAMPLES FLOURIDE	50606311			90.00
						INVOICE TOTAL:	109.80
						VENDOR TOTAL:	309.80
M0025	MUTUAL OF OMAHA						
531782097	05/19/16	01	ADM/LIFE INSURANCE MAY 16	01506202		06/07/16	13.20
		02	POL/LIFE INSURANCE MAY 16	01516202			88.00
		03	S&P/LIFE INSURANCE MAY 16	01536202			32.00
		04	BM/LIFE INSURANCE MAY 16	01546202			8.00
		05	CD/LIFE INSURANCE MAY 16	01556202			24.00
		06	FIN/LIFE INSURANCE MAY 16	01566202			8.00
		07	W&S/LIFE INSURANCE MAY 16	50506202			10.80
		08	PW/LIFE INSURANCE MAY 16	50596202			48.00
						INVOICE TOTAL:	232.00
						VENDOR TOTAL:	232.00
N0280	NCPERS GROUP LIFE INSURANCE						
41660616	05/23/16	01	SUPPLEMENTAL LIFE INS - JUNE16	01002180		06/07/16	112.00
						INVOICE TOTAL:	112.00
						VENDOR TOTAL:	112.00
N1414	NORTH EAST MULTI-REGIONAL						
204663	03/28/16	01	POL/MEMBERSHIIP 7/1/16-7/1/17	01516208		06/07/16	1,710.00
						INVOICE TOTAL:	1,710.00
						VENDOR TOTAL:	1,710.00
N1415	NICOR GAS						

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N1415	NICOR GAS						
06187900003-052316	05/23/16	01	W/06187900003 WH7 3/24-5/23	50606510		06/07/16	57.89
						INVOICE TOTAL:	57.89
06772635188-052416	05/24/16	01	S/06772635188LS7 4/25-5/23	50656510		06/07/16	27.37
						INVOICE TOTAL:	27.37
27737210008-052316	05/23/16	01	W/27737210008 WH74 4/22-5/23	50606510		06/07/16	25.39
						INVOICE TOTAL:	25.39
94500482487-052316	05/23/16	01	S/94500482487 LS9 4/26-5/23	50656510		06/07/16	83.92
						INVOICE TOTAL:	83.92
96872934904-052416	05/24/16	01	S/96872934904 LS8 4/28-5/27	50656510		06/07/16	27.86
						INVOICE TOTAL:	27.86
						VENDOR TOTAL:	222.43
P0006	PADDOCK PUBLICATIONS INC						
T4439762	05/01/16	01	CD/PUBLIC HEARING NOTICE MISC	01556503		06/07/16	57.50
						INVOICE TOTAL:	57.50
T4439773	05/02/16	01	CD/PUBLIC HEARING NOTICE MISC	01556503		06/07/16	62.10
						INVOICE TOTAL:	62.10
						VENDOR TOTAL:	119.60
P0031	PROSHRED SECURITY						
100073279	05/20/16	01	ADM/SHREDDING MAY 16	01506309		06/07/16	12.50
		02	PD/SHREDDING MAY 16	01516309			12.50
		03	BRD/SHREDDING MAY 16	01576309			12.50
		04	FIN/SHREDDING MAY 16	01566309			12.50
		05	CD/SHREDDING MAY 16	01556309			5.00
						INVOICE TOTAL:	55.00
						VENDOR TOTAL:	55.00

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P0500	VICTOR E. PUSCAS, JR.						
136	05/11/16	01	POL/PRESIDE OVER VEHICLE SEIZU	01516301		06/07/16	350.00
						INVOICE TOTAL:	350.00
						VENDOR TOTAL:	350.00
P1618	PESSINA TREE SERVICE						
1812-322	05/16/16	01	S&P/TREE REMOVAL ON ANNETTE	01536405		06/07/16	3,250.00
						INVOICE TOTAL:	3,250.00
1812-323	05/16/16	01	S&P/TREE REMOVAL ON MERRILL	01536405		06/07/16	1,350.00
						INVOICE TOTAL:	1,350.00
						VENDOR TOTAL:	4,600.00
R0023	RT REPAIRS						
11370	05/13/16	01	W&S/TRUCK REPAIRS TRK #01	50596407		06/07/16	1,201.06
						INVOICE TOTAL:	1,201.06
						VENDOR TOTAL:	1,201.06
R1813	RICH'S AUTO SERVICE						
05042016	05/04/16	01	POL/MOUNT& BALANCE TIRES SQD48	01516407		06/07/16	119.00
						INVOICE TOTAL:	119.00
05062016	06/02/16	01	POL/OIL FILTER -TAURUS	01516407		06/07/16	57.20
						INVOICE TOTAL:	57.20
						VENDOR TOTAL:	176.20
R8119	ROSS MECHANICAL GROUP, INC						
160464	05/11/16	01	W&S/WELL 10-INSTALLED NEW PUMP	50606403		06/07/16	1,440.00
						INVOICE TOTAL:	1,440.00
						VENDOR TOTAL:	1,440.00
S0038	CHRISTOPHER SPRINGBORN						

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
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S0038	CHRISTOPHER SPRINGBORN						
060116	06/01/16	01	POL/MEDICAL INS REIMB. 06/2016	01516201		06/07/16	521.18
						INVOICE TOTAL:	521.18
						VENDOR TOTAL:	521.18
S1887	SUBURBAN TREE CONSORTIUM						
6292-IN	04/30/16	01	S&P/PUGSLEY * LAHAIE 698	01536603		06/07/16	10,099.00
		02	S&P/WILSONNURSERIES 0287386-IN	01536603			10,135.00
		03	S&P/WILSONNURSERIES0287705-IN	01536606			5,749.00
		04	S&P/MCHENRY COUNTY NURSRY 1382	01536606			2,827.00
						INVOICE TOTAL:	28,810.00
						VENDOR TOTAL:	28,810.00
S1926	SECRETARY OF STATE						
161410	05/18/16	01	POL/VEHICLE TITLE 2009 HONDA	01516617		06/07/16	95.00
						INVOICE TOTAL:	95.00
						VENDOR TOTAL:	95.00
S8043	SUGAR GROVE ACE						
1776/1	04/12/16	01	S&P/S/F RESPIRATOR 2 PK	01536604		06/07/16	19.98
						INVOICE TOTAL:	19.98
1777/1	04/12/16	01	S&P/18 GA STEEL WIRE GALV	01536603		06/07/16	13.98
						INVOICE TOTAL:	13.98
1814/1	04/18/16	01	BM/TOILET TANK LEVER	01546611		06/07/16	9.99
						INVOICE TOTAL:	9.99
1897/1	05/06/16	01	W&S/WELL 10 FUNNEL, CHLORINE	50606603		06/07/16	12.37
						INVOICE TOTAL:	12.37
1954/1	05/17/16	01	W&S/WELL 10	50606603		06/07/16	43.95
						INVOICE TOTAL:	43.95

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S8043	SUGAR GROVE ACE						
1967/1	05/19/16	01	BM/BULBS	01546611		06/07/16	9.18
						INVOICE TOTAL:	9.18
1985/1	05/24/16	01	POL/SECURITY BIT SET	01516613		06/07/16	4.99
						INVOICE TOTAL:	4.99
						VENDOR TOTAL:	114.44
S8046	SOURCE ONE OFFICE PRODUCTS						
406167	05/02/16	01	CD/PAPER, CLEANER, FOLDERSETC	01556613		06/07/16	55.65
		02	W&S/PHONE PADS HIGHLIGHTERS	50596613			9.48
		03	S&P/PHONE PADS HIGHLIGHTERS	01536613			9.48
						INVOICE TOTAL:	74.61
406756	05/18/16	01	CD/11X17 PAPER	01556613		06/07/16	4.00
		02	W&S/11 X 17 PAPER	50596613			4.00
		03	S&P/ 11 X 17 PAPER	01536613			3.99
						INVOICE TOTAL:	11.99
406882	05/20/16	01	ADM/THERMAL POUCHES AND LEAD	01506613		06/07/16	9.94
		02	FIN/FOLDRS, CALCROLL, RUBBERBAND	01566613			78.31
		03	W&S/FOLDRS, CALROLL, RUBBERBAND	50506613			78.31
						INVOICE TOTAL:	166.56
524265	05/17/16	01	CD/BUSINESS CARDS	01556613		06/07/16	21.99
		02	W&S/BUSINESS CARDS	50596613			11.00
		03	S&P/BUSINESS CARDS	01536613			10.99
						INVOICE TOTAL:	43.98
						VENDOR TOTAL:	297.14
T0001680	ROBERT WOODRICK						
026400035300	05/01/16	01	W&S/FNL W&S REF 353 NORMANDIE	50001210		06/07/16	72.17
						INVOICE TOTAL:	72.17
						VENDOR TOTAL:	72.17

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T0001681 JAMES MAGNUSON							
0271000005701	05/01/16	01	W&S/FNL W&S REF 621 HICKORY	50001210		06/07/16	58.07
						INVOICE TOTAL:	58.07
						VENDOR TOTAL:	58.07
T0001682 PETER FIKIS							
025300000401	05/01/16	01	W&S/FNL W&S REF 103 WESTBOURNE	50001210		06/07/16	93.05
						INVOICE TOTAL:	93.05
						VENDOR TOTAL:	93.05
T0001683 M&T EXTERIORS							
CR2655	05/12/16	01	CD/REFUNDCONTRACTORREGISTER	01003291		06/07/16	150.00
						INVOICE TOTAL:	150.00
						VENDOR TOTAL:	150.00
T0001684 POWERS HOME REMODELING							
20160134	05/17/16	01	CD/REIMBURSEMENT FOR PERMIT	01003310		06/07/16	65.00
		02	120 TERRY DRIVE , JENSEN	** COMMENT **			
						INVOICE TOTAL:	65.00
						VENDOR TOTAL:	65.00
T2041 THOM GRAVEL & EXCAVATING, INC.							
13316	05/05/16	01	S&P/TOP SOIL	01536606		06/07/16	50.00
		02	W&S/TOPSOIL	50606606			50.00
						INVOICE TOTAL:	100.00
						VENDOR TOTAL:	100.00
T2603 THOMAS JUNGELS							
102115	10/21/15	01	BM/ROD DRAIN AT PW	01546406		06/07/16	62.50
		02	W&S/ROD DRAIN AT PW	50596406			62.50
						INVOICE TOTAL:	125.00

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T2603	THOMAS JUNGELS						
121115	12/11/15	01	BM/ROD DRAIN AT PW	01546406		06/07/16	62.50
		02	W&S/ROD DRAIN AT PW	50596406			62.50
						INVOICE TOTAL:	125.00
						VENDOR TOTAL:	250.00
T8048	BRETT THOELE						
05242016	05/24/16	01	POL/UNIFORM ALLOWANCE	01516209		06/07/16	487.92
						INVOICE TOTAL:	487.92
						VENDOR TOTAL:	487.92
V2231	VERIZON WIRELESS						
9764942271	05/06/16	01	PD/ACCT642009991-00001 4/7-5/6	01516502		06/07/16	237.54
		02	S&P/ACCT642009991-00001 4/7-5/	01536502			98.65
		03	BM/ACCT642009991-00001 4/7-5/6	01546502			37.88
		04	CD/ACCT642009991-00001 4/7-5/6	01556502			60.77
		05	FIN/ACCT642009991-00001 4/7-5/	01566502			12.10
		06	BD/ACCT642009991-00001 4/7-5/6	01576502			60.77
		07	PW/ACCT642009991-00001 4/7-5/6	50596502			301.00
		08	PD/MOBILE BROADBAND CARDS	01516502			380.10
						INVOICE TOTAL:	1,188.81
						VENDOR TOTAL:	1,188.81
V2232	VESCO REPROGRAPHIC						
R77538	05/05/16	01	CD/SCANNING	01556309		06/07/16	84.00
						INVOICE TOTAL:	84.00
						VENDOR TOTAL:	84.00
W8035	BILL WHITMER						
518376837	05/13/16	01	CD/REIMBURSE FOR KANE CO	01556208		06/07/16	35.00
		02	LEADER SUMMIT	** COMMENT **			
						INVOICE TOTAL:	35.00
						VENDOR TOTAL:	35.00
						TOTAL ALL INVOICES:	127,363.67

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE COUNTY OF KANE AND THE VILLAGE OF SUGAR GROVE**

This Agreement entered into this \_\_\_\_ day of June 2016, by and between the COUNTY of KANE, body corporate and politic of the State of Illinois, acting by and through its Division of Transportation, hereinafter called the "COUNTY", and the VILLAGE OF SUGAR GROVE, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", The County and the Village are collectively referred to as the "PARTIES" and each individually as a "PARTY".

**WITNESSETH:**

WHEREAS, the COUNTY in order to facilitate the free flow of traffic and ensure safety to the motoring public, desire to improve Kane County Highway No. 78 (also known as Bliss Road) by making the following improvements:

Replacement and widening of the Bliss Road Bridge over Blackberry Creek between Ke-De-Ka Road and Illinois State Route 47 in Sugar Grove Township, Kane County, Illinois (hereinafter referred to as the "Project"), and all other work appurtenant thereto and necessary to complete the Project in accordance with the approved plans and specifications as set forth in Section No.: 08-00058-02-BR;

and

WHEREAS, the COUNTY, as part of the Project, requires VILLAGE water main relocation which includes adjustments to the VILLAGE's fire hydrants and valve vaults to accommodate various Project improvements; and

WHEREAS, the PARTIES by this instrument, desire to determine and establish their respective responsibilities toward engineering and construction, funding and maintenance of the Project as proposed; and

WHEREAS, the COUNTY by virtue of its powers as set forth in the County Code 55 ILCS 5/1-1001 is authorized to enter into this Agreement; and

WHEREAS, the VILLAGE by virtue of its powers as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1 is authorized to enter into this Agreement; and

WHEREAS, an intergovernmental agreement is appropriate and is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, of the Illinois Compiled Statutes, (5 ILCS 220/1).

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto mutually, covenant agree and bind themselves as follows; to wit:

## **I. ENGINEERING**

- A.** The COUNTY shall, at its sole expense, perform preliminary and final design engineering, obtain necessary surveys, for the Project.
- B.** The VILLAGE shall review the Project plans and specifications which impact the VILLAGE's water main facilities within thirty (30) calendar days of receipt thereof from the COUNTY. Upon review, the VILLAGE shall send a letter to the COUNTY indicating its approval, or its disapproval of the design of the water main relocation, fire hydrant and valve vault adjustments. Approval by the VILLAGE shall mean the VILLAGE agrees with all specifications in the plans for, including alignment and location of the water main relocation and improvements. In the event of disapproval of the water main relocation and improvements, the VILLAGE will detail in writing its objections to the proposed plans and specifications therefor for review and consideration by the COUNTY.
- C.** Any dispute concerning the plans and specifications for the Project shall be resolved in accordance with Section IX of this Agreement.
- D.** The COUNTY shall have overall PROJECT responsibility, including assuring that all permits (U.S. Army Corps of Engineers, Office of Natural Resources, Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required for the Project are secured by the PARTIES in support of general Project schedules and deadlines. The PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the Project.

## **II. RIGHT OF WAY**

- A.** The COUNTY shall perform all survey work and prepare all parcel plats and legal descriptions for and acquire all right of way (both permanent and temporary) necessary for the construction of the Project, pursuant to the plans and specifications.
- B.** Right of way acquired exclusively for construction of Bliss Road or for other improvements to be maintained by the COUNTY shall be acquired in the name of the COUNTY by the COUNTY. Right of way acquired exclusively for relocation of VILLAGE water main or for other improvements to be maintained by the VILLAGE shall be acquired in the name of the VILLAGE by the COUNTY.

- C. Parcel plats and legal descriptions for property required for COUNTY facilities shall conform to the Kane County Division of Transportation format.
- D. Right of way costs shall include the purchase price thereof, as well as the costs of negotiations, appraisals, title evidence, relocation assistance payment, property management, and such legal fees and expenses as may be necessary to acquire said right of way.

### **III. UTILITY RELOCATION**

- A. The COUNTY agrees to provide the VILLAGE, as soon as they are identified, the locations (existing and proposed) of VILLAGE utility facilities (including water main) within the existing and proposed COUNTY right of way of Bliss Road, which require adjustment as part of the Project. As part of its Project engineering responsibilities, the COUNTY shall identify adjustments to the aforementioned existing utilities.
- B. The COUNTY agrees to make all reasonable efforts to minimize amount of water main relocation and the number of utility adjustments in the design of improvements to VILLAGE water main facilities relocated as part of the Project.
- C. The COUNTY agrees to make arrangements for and issue all permits for the Project and cooperate with necessary adjustments to existing utilities located within existing COUNTY rights of way, and on proposed COUNTY rights of way where improvements to COUNTY highways are proposed by the COUNTY to be done in conjunction with the Project. Adjustments for and relocation of VILLAGE water main facilities shall be at the sole expense of the VILLAGE.
- D. At all locations where public utilities are located on COUNTY rights of way which must be adjusted due to work proposed by the COUNTY, the VILLAGE agrees to cooperate with the COUNTY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the COUNTY or the VILLAGE.

### **IV. CONSTRUCTION**

- A. The Illinois Department of Transportation (IDOT) shall advertise and receive bids, and obtain COUNTY approval prior to awarding a contract for the Project. Prior to approving contract for the Project, the COUNTY shall advise the VILLAGE of the bids for the Project work to be funded wholly or partially by the VILLAGE. Within fifteen (15) business days the VILLAGE shall accept or reject the bids for the Project work to be funded wholly or partially by the VILLAGE whether to award or reject said bids prior to award, The COUNTY shall approve the award the contract(s), provide construction

engineering inspections and cause the Project to be constructed in accordance with the Project plans and specifications, subject to reimbursement by the VILLAGE as hereinafter stipulated.

1. The COUNTY shall request IDOT include the following notice in its bid package for the Project:

NOTICE

The water main facility relocation portion of the project (fire hydrant, valve vault adjustments and the like) is funded by the Village of Sugar Grove. Either the County of Kane or the Village of Sugar Grove reserves the right to reject bids for their respective portions of the project. In the event that the County of Kane or the Village of Sugar Grove rejects any bids as aforesaid, the bid for the entire project may be rejected. However, the County of Kane reserves the right to accept any bid for its respective portion of the project (minus the water relocation work) and award a contract therefor. The bidder is therefore cautioned and encouraged to accurately allocate costs among various bid items.

- B.** After award of the construction contract(s), any proposed changes from the plans and specifications that affect the VILLAGE shall be submitted to the VILLAGE for approval prior to commencing such work. The VILLAGE shall review the proposed changes and indicate its approval or disapproval thereof in writing. If the proposed change to the plans and specifications are not acceptable, the VILLAGE shall detail in writing its specific objections. If the COUNTY receives no written response from the VILLAGE within five (5) calendar days after delivery to the VILLAGE of the proposed change, the proposed change shall be deemed approved by the VILLAGE.
- C.** After award of the construction contract(s), assuming there are no proposed changes to the plans and specifications that affect the VILLAGE, the COUNTY shall provide no less than seven (7) calendar days notice to the VILLAGE prior to commencement of work on the Project.
- D.** The COUNTY shall require its contractor(s) working within the COUNTY's rights of way to comply with the indemnification provision contained in the Standard Specifications for Road and Bridge Construction of the Illinois Department of Transportation (most recent edition).
- E.** The COUNTY shall require that the VILLAGE, and their agents, officers, directors and employees be included as additional insured parties in the General Liability Insurance the COUNTY requires of its contractor(s) and that the VILLAGE will be added as additional protected parties on all performance bonds required of the contractor(s). These requirements shall be included in

the Special Provisions of the construction contract(s). The COUNTY will also require that the COUNTY's contractor(s) maintain the VILLAGE insurance documentation of the said insurance throughout the construction of the Project. Said insurance documentation will include copies of policies or insurance certificates including copies of the applicable Additional Insured endorsements as required by this Agreement.

- F.** The COUNTY, on its own behalf and on the behalf of any entity working on behalf of the COUNTY pursuant to this Agreement, to the extent allowable by law, agrees to indemnify and hold harmless the VILLAGE and its officers, directors, employees and agents from and against, and shall pay all damages, costs and expenses, including attorneys' fees incurred by the VILLAGE with respect to any claim arising out of or relating to bodily injury, including death, or property damage caused by the COUNTY's or its employees', agents' or representatives' negligent acts or omissions in the performance of the COUNTY's obligations pursuant to this AGREEMENT.
- G.** The VILLAGE, on its own behalf and on the behalf of any entity working on behalf of the VILLAGE, pursuant to this AGREEMENT, to the extent allowable by law, agrees to indemnify and hold harmless the COUNTY and its officers, directors, employees and agents from and against, and shall pay all damages, costs and expenses, including attorneys' fees incurred by the COUNTY with respect to any claim arising out of or relating to bodily injury, including death, or property damage caused by the VILLAGE's or its employees', agents' or representatives' acts or omissions in the performance of the VILLAGE's obligations pursuant to this AGREEMENT.
- H.** Notices required to be delivered by the PARTIES pursuant to this Agreement shall be delivered as indicated in Section IX of this Agreement.
- I.** No inspections or approvals of the specifications or the work by the VILLAGE or their employees, officers or agents shall relieve the COUNTY's contractor(s) of responsibility and liability for the proper performance of the work as determined by the COUNTY. COUNTY inspections and approvals shall not be considered a waiver of any right the VILLAGE may have pursuant to this Agreement. All VILLAGE communications and correspondence with the COUNTY's contractor(s) or relating to a contract shall be through the COUNTY, unless otherwise specifically approved by the Director of Transportation/County Engineer of the COUNTY. In the event a VILLAGE representative discovers VILLAGE related work that is not being performed or has not been performed in accordance with the approved plans and specifications, the VILLAGE representative shall promptly notify in writing the Director of Transportation/County Engineer of the COUNTY or the Director of Transportation/County Engineer's duly designated representative.

## **V. FINANCIAL**

- A.** Except as otherwise identified herein, the COUNTY agrees to pay or cause to be paid all Project related engineering, right of way, construction engineering and construction costs subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B.** It is mutually agreed by the PARTIES that the estimated cost to the VILLAGE for the relocation of the VILLAGES water main is \$163,032.00.
- C.** It is further agreed that notwithstanding the estimated cost, the VILLAGE will be responsible for the actual costs to relocate the water main, and adjust the fire hydrants and valve vaults all in conjunction with the Project.
- D.** The VILLAGE agrees that upon commencement of the Project and receipt of an invoice from the COUNTY, the VILLAGE will pay to the COUNTY, an amount equal to 80% of its obligation incurred under this Agreement, based upon actual bid prices, and will pay the remainder of its obligation in a lump sum, upon completion of the Project based on final costs within 30 calendar days of receipt of an invoice therefore from the COUNTY.
- E.** The COUNTY shall maintain, for a minimum of three (3) years after the completion of the Project, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement.
- F.** The VILLAGE may request, after the construction contract(s) are let by the COUNTY, that supplemental work that increases the total costs of the Project or more costly substitute work be added to the construction contract(s). The COUNTY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the Project. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full as previously set forth herein.

## **VII. MAINTENANCE - RESPONSIBILITIES**

- A.** The COUNTY shall continue to have exclusive jurisdiction over Bliss Road in its entirety.
- B.** The VILLAGE agrees to maintain, or cause to be maintained its water main located within the Bliss Road right of way in its entirety, relocate the same when requested by the COUNTY and be solely responsible for all the costs thereof.

- C. It is understood and agreed by the PARTIES that this Agreement shall supersede any and all earlier agreements entered into by the PARTIES regarding maintenance of COUNTY highways and/or VILLAGE highways within the limits of the Project.
- D. All items of construction which are stipulated in this Agreement to be maintained by the COUNTY shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the COUNTY. All items of construction which are stipulated in this Agreement to be maintained by the VILLAGE shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the VILLAGE.

## **IX. GENERAL PROVISIONS**

- A. It is understood and agreed that this is an intergovernmental agreement between the Village of Sugar Grove and the County of Kane.
- B. It is understood and agreed by the PARTIES that the COUNTY shall have jurisdiction of Bliss Road. The VILLAGE shall retain jurisdiction of the water main. For the purpose of this Agreement, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. Wherever in this Agreement approval or review by any of the PARTIES hereto is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. Not later than fourteen (14) calendar days after execution of this Agreement each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the construction of the Project. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this Agreement. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- E. In the event of a dispute between the PARTIES in the carrying out of the terms of this Agreement, the Director of Transportation/County Engineer of the COUNTY and the Director of Public Works of the VILLAGE shall meet and resolve the issue.
- F. Any dispute concerning this Agreement that is not resolved as provided above shall be resolved by decision of the Village President of the VILLAGE, the Board Chairman of the COUNTY and their decision shall be final.

- G.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- H.** The COUNTY certifies that its correct Federal Tax Identification number is FEIN 36-6006585 and it is doing business as a governmental entity, whose mailing address is, 41W011 Burlington Road, St. Charles, Illinois 60175. The VILLAGE certifies that its correct Federal Tax Identification number is FEIN 36-6009121 and it is doing business as a governmental entity, whose mailing address is, 10 S. Municipal Drive, Sugar Grove Illinois 60554
- I.** This Agreement may only be modified by written modification executed by duly authorized representatives of the PARTIES.
- J.** This Agreement and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this Agreement.
- K.** This Agreement shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.
- L.** It is agreed that the laws of the State of Illinois shall apply to this Agreement and that, in the event of litigation, venue shall lie in Kane County, Illinois.
- M.** All notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:

To the COUNTY:

The Kane County Division of  
Transportation  
41 W 011 Burlington Road  
St. Charles, Illinois 60175.  
Attn: Director of Transportation/County  
Engineer

To the VILLAGE:

The Village of Sugar Grove  
10 S. Municipal Drive  
Sugar Grove, Illinois 60554  
Attn: Director of Public Works

N. The introductory recitals included at the beginning of this Agreement are agreed to and incorporated into this Agreement.

IN WITNESS THEREOF, the PARTIES have executed this Agreement on the dates indicated.

**THE VILLAGE OF SUGAR GROVE**

By: \_\_\_\_\_  
Village President

Attest: \_\_\_\_\_

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

**THE COUNTY OF KANE**

By: \_\_\_\_\_  
County Board Chairman

Attest: \_\_\_\_\_

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

DRAFT

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS  
BRAD MERKEL, PUBLIC UTILITIES SUPERVISOR  
**SUBJECT:** RESOLUTION: AUTHORIZING AN INTERGOVERNMENTAL  
AGREEMENT WITH KANE COUNTY FOR UTILITY RELOCATION FOR  
THE BLISS ROAD BRIDGE PROJECT  
**AGENDA:** JUNE 7, 2016 REGULAR BOARD MEETING  
**DATE:** MAY 31, 2016

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**ISSUE**

Should the Village approve an Intergovernmental Agreement (IGA) with Kane County for utility relocation in conjunction with the Bliss Road Bridge Replacement Project.

**DISCUSSION**

Utility relocation will be necessary as a part of Kane County's project to replace and widen the Bliss Road Bridge over the Blackberry Creek. As such, Kane County has drafted an IGA that outlines the various responsibilities and costs associated with the project. The IGA is attached for your review.

The scope of items needing relocation include water main, fire hydrants and valve vaults and the work would be completed as part of the contract let by the County. The estimated costs for the relocation of these items is \$163,032.00 and would be 100% the responsibility of the Village. The County will invoice the Village for 80% of the actual contract costs up front at the start of the project. The remaining balance will be invoiced to the Village based on final costs once the project is completed. All engineering would be completed by the County at no cost to the Village.

Staff and EEI have reviewed the plans and recommend approving the IGA with the County.

**COST**

The total estimated costs associated with the IGA are \$163,032.00. The Water and Sewer Fund would need to allocate the funds.

## **RECOMMENDATION**

That the Village Board approve **Resolution #20160607PW1** approving the Intergovernmental Agreement with Kane County for the utility relocation associated with the Bliss Road Bridge Project.



**RESOLUTION NO. 20160607PW1**

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

**RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH COUNTY OF KANE FOR THE BLISS ROAD BRIDGE PROJECT UTILITY RELOCATION**

**WHEREAS**, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to execute the an Intergovernmental Agreement with the County of Kane for the Bliss Road Bridge Project Utility Relocation, 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 the Intergovernmental Agreement between the County of Kane and the Village of Sugar Grove for the Bliss Road Bridge Project Utility Relocation. The President and Clerk are hereby authorized to execute said Intergovernmental Agreement on behalf of the Village and to take such further actions as are necessary to fulfill the terms of said agreement.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on the 7th day of June, 2016.

\_\_\_\_\_  
 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 Mari Johnson	_____	_____	_____	_____
Trustee Ted Koch	_____	_____	_____	_____
Trustee Rick Montalto	_____	_____	_____	_____
Trustee David Paluch	_____	_____	_____	_____



June 1, 2016

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

**Re: 2016 Road Program – Crack Sealing, Patching and Resurfacing  
Village of Sugar Grove, Kane Co., IL  
Supplement for Additional Services (Dugan Woods Islands)**

Dear Mr. Speciale:

This letter is written to submit our proposal to provide additional professional engineering services to the Village for the coordinating the work in the Dugan Woods Islands.

### **BACKGROUND AND DESCRIPTION**

A previous agreement was approved for the 2016 Road Program which consisted of the design and construction engineering required for the roadway resurfacing and patching program, which will utilize MFT Funds to pay for a portion of construction only. After the contracting was completed for the construction portion of the project, the Village directed EEI to investigate alternatives to pave the two landscaped islands in the Dugan Woods subdivision.

### **SCOPE OF SERVICES**

We propose to furnish the necessary personnel, materials, equipment and expertise to complete the preliminary and construction engineering in accordance with Village requirements. As this work is not eligible to be added to 2016 Road Program which is being administered through IDOT, the contractor (Builders Paving, LLC) will need to invoice the Village separately for the work.

A listing of the activities and items to be covered and/or provided is as follows:

1. **Preliminary/Design Engineering**
  - Perform Preliminary Investigation of Islands and Measurements
  - Prepare Cost Estimates for Various Alternatives (full roadway patching including outside curbs, medians only, medians only with Village doing partial work)
  - Confirm Scope of Work with Village
  - Coordinate with Contractor on Proposal
  
2. **Construction Observation & Administration**
  - Provide Periodic On-Site Observation to Ensure Contractor Compliance with Specifications
  - Documentation of Installed Quantities
  - Collect Material Inspection Documents as Required
  - Develop Payment Estimates (separate from the 2016 Program)

Mr. Anthony Speciale  
Village of Sugar Grove  
June 1, 2016  
Page 2

- Prepare Change Orders (separate from the 2016 Program)

### **PERSONNEL AND PROJECTS**

We believe that we are qualified to perform the proposed work for the Village of Sugar Grove. Mr. Tim Weidner, P.E. and Mr. Eric Meschewski, P.E., will be the principal members of the firm to perform and direct the work. These individuals have extensive practical experience and academic training related to the development and execution of pavement maintenance and rehabilitation contracts.

### **FEES AND CONDITIONS**

The proposed fee for the above-described scope of services will be a Lump Sum price of **\$5,645.75**. This work is inclusive of the preliminary/design (**\$3,845.75**) and construction (**\$1,800.00**) activities to be performed for the successful development, administration, execution and closeout of the contract. Payment for all work performed will be based on invoices submitted periodically by our firm, but not more frequently than monthly, as the work progresses and will be payable by the Village within 30 days of the date of invoice.

Additional assignments not described above, will be performed at an hourly rate for the various classifications of employees who will perform the work per the approved Standard Schedule of Charges in place with the Village at the time of the execution of this Contract, or at an agreed upon Lump Sum price. All such extra work will be performed only in accordance with authorization by the Village of Sugar Grove.

This proposal shall be effect for a period of thirty (30) days from this date. If this proposal is not accepted within that period of time, we reserve the right to withdraw or revise this proposal. This proposal specifically provides for the right to use existing maps, plans, records and computer analysis as an agent of the Village.

### **ACCEPTANCE**

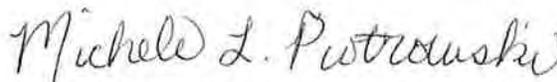
If selected for this project, we will give our full attention to the project so that the results will be available as soon as practicable, consistent with performance of our services, response by state agencies and suppliers, meetings with the Village and other considerations.

If the Program Description, Scope of Services, Personnel, Fees and Conditions as listed above are satisfactory, please indicate your acceptance by signing both of the enclosed proposals and returning one of them to us for our records which will serve as our Agreement for Professional Engineering Services.

We look forward to working with and for you on this project so that we can apply our talents to the cost-effective solution of your pavement maintenance problems.

Very truly yours,

ENGINEERING ENTERPRISES, INC.



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

MLP/ars

**AGREEMENT**

All terms and conditions to this Agreement for Professional Services

accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By \_\_\_\_\_

By \_\_\_\_\_

VILLAGE OF SUGAR GROVE  
Organization

10 Municipal Drive  
Address

Sugar Grove                      IL                      60554  
City                                      State                                      Zip

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2016

ENGINEERING ENTERPRISES, INC.  
Organization

52 Wheeler Road  
Address

(corporate seal)

Sugar Grove                      IL                      60554  
City                                      State                                      Zip

By Michelo L. Pistrowski  
Project Manager

By Dibran M. Mirini  
Administrative Assistant







# Standard Schedule of Charges

January 1, 2016

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$190.00
Principal	E-3	\$185.00
Senior Project Manager	E-2	\$180.00
Project Manager	E-1	\$163.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$150.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$141.00
Project Engineer/Planner/Surveyor	P-4	\$129.00
Senior Engineer/Planner/Surveyor	P-3	\$117.00
Engineer/Planner/Surveyor	P-2	\$108.00
Associate Engineer/Planner/Surveyor	P-1	\$ 97.00
Senior Project Technician II	T-6	\$141.00
Senior Project Technician I	T-5	\$129.00
Project Technician	T-4	\$117.00
Senior Technician	T-3	\$108.00
Technician	T-2	\$ 97.00
Associate Technician	T-1	\$ 84.00
Engineering/Land Surveying Intern	I-1	\$ 80.00
GIS Technician	G-1	\$ 65.00
Administrative Assistant	A-3	\$ 78.00

## CREW RATES, VEHICLES AND REPROGRAPHICS

1 Man Field Crew with Standard Survey Equipment		\$153.00
2 Man Field Crew with Standard Survey Equipment		\$240.00
1 Man Field Crew with RTS or GPS *		\$190.00
2 Man Field Crew with RTS or GPS *		\$276.00
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

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS  
GEOFF PAYTON, STREETS & PROPERTIES SUPERVISOR  
**SUBJECT:** RESOLUTION: AUTHORIZING AN AGREEMENT WITH EEI FOR THE  
ROADWAY PROGRAM SUPPLEMENT FOR ADDITIONAL SERVICES  
**AGENDA:** JUNE 7, 2016 BOARD MEETING  
**DATE:** JUNE 3, 2016

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**ISSUE**

Should the Village Board approve a resolution with Engineering Enterprises, Inc. for Roadway Program Supplement for Additional Services.

**DISCUSSION**

Engineering Enterprises, Inc. has prepared a Supplement for Additional Services to provide professional engineering services to cover additional work for the Dugan Woods Islands Removal.

1. Preliminary / Design Engineering
2. Construction Observation and Administration

Engineering Enterprises, Inc. supplemental engineering services for the Roadway Maintenance Program is \$5,645.75.

**COST**

The Fiscal Year 16-17 Infrastructure Budget, account number 35-50-6303: Engineering Services has \$28,800. budgeted for this project. The additional costs for engineering would be included in Account 35-53-6303: Engineering Services and would be covered by the General Fund transfer.

**RECOMMENDATION**

The Village Board approves Resolution **#20160607PW2** authorizing an Agreement with Engineering Enterprises, Inc. for the Supplemental Professional Engineering Services for the Roadway Program.



**RESOLUTION NO. 20160607PW2**

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

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH  
ENGINEERING ENTERPRISES, INC. FOR SUPPLEMENTAL SERVICES  
FOR THE ROADWAY PROGRAM**

**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 supplemental engineering services for the Roadway Program, 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 engineering services for the Roadway Program. 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 7th day of June, 2016.

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

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

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

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** PRESIDENT AND BOARD OF TRUSTEES  
**FROM:** CYNTHIA L. GALBREATH, VILLAGE CLERK  
**SUBJECT:** SUGAR GROVE CORN BOIL LIQUOR LICENSE APPROVAL  
**AGENDA:** JULY 7, 2015 CONSENT AGENDA  
**DATE:** JUNE 3, 2016

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**ISSUE**

Should the Village of Sugar Grove approve the 2015 Sugar Grove Corn Boil liquor licenses submitted by the Sugar Grove American Legion and Sugar Grove Fire Fighters Auxiliary.

**DISCUSSION**

Village Code 3-2-2(B) (1) requires that the granting of any Liquor License is subject to approval by Liquor Commissioner and Commission. The Legion and the Fire Fighters Association have submitted applications for a Class C license for the 2016 Sugar Grove Corn Boil.

The Legions application is complete. The Legions also submitted information regarding what they intend to offer for sale at the Corn Boil. This information verifies that that alcohol content by weight is 5.0033% (which is less that the 6% allowed by Village Code). The Fighters Association still need to submit paperwork on BASSET training and insurance certification.

It is the recommended that President Michels and the Board in their capacity as the Village of Sugar Grove's Liquor Commissioner and Commission approve the Temporary Liquor Licenses as applied for the 2016 Sugar Grove Corn Boil for the Sugar Grove American Legion and conditionally for the Fire Fighters Association.

**COSTS**

There is no cost with these agenda items.

**RECOMMENDATION**

That the President and Board acting in their capacity as the Liquor Commissioner and Commission approve a Class C Temporary Liquor License for the 2016 Sugar Grove Corn Boil for the Sugar Grove American Legion and pending receipt of proof of BASSET training and certificate of insurance for the Sugar Grove Fire Fighters Auxiliary.

# Change Order No. 2 Sidewalk Exhibit



## Legend

..... = Proposed Sidewalk Location



Total Net Change: \$ 399,528.51  
 Amount of Original Contract: \$ 990,688.00  
 Amount of Previous Change Orders: \$ 42,214.08  
 Amount of adjusted/final contract: \$ 1,432,430.59

Total net addition to date \$ 441,742.59 which is 44.59 % of the contract price.  
 (addition, deduction)

State fully the nature and reason for the change: Addition of Gordon Road Improvements and Additional Sidewalk Improvements as  
identified on the attached exhibits.

When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- The undersigned has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- The undersigned has determined that the change is germane to the original contract as signed.
- The undersigned has determined that this change is in the best interest of the Local Agency and is authorized by law.

Prepared by: \_\_\_\_\_  
 Michele L. Piotrowski  
 Title of Preparer

For County and Road District Projects

\_\_\_\_\_  
 Highway Commissioner

\_\_\_\_\_  
 Date

Submitted/Approved

\_\_\_\_\_  
 County Engineer/Superintendent of Highways

\_\_\_\_\_  
 Date

For Municipal Projects

\_\_\_\_\_  
 Municipal Officer

\_\_\_\_\_  
 Title of Municipal Officer

\_\_\_\_\_  
 Date

Approved

\_\_\_\_\_  
 Regional Engineer

\_\_\_\_\_  
 Date

Note: Make out separate form for change in length quantities.  
 Give net quantities  
 Submit 6 Originals  
 If plans are required attached 3 sets.

# Change Order No. 2 Sidewalk Exhibit



## Legend

..... = Proposed Sidewalk Location



- ① 3" Mill, 1 1/4" Level Binder, 1 3/4" surface (Place crown in area north of boulevard to Galena)
- ② 3" Mill, Transition to 1" Mill After Blvd. section, 1 3/4" Surface and 1" Level (shoulder stone)
- ③ 1" Mill, 1" Level binder, 1 3/4" Surface Course, Shoulder stone, 20% Patching



Builders Paving, LLC  
 4413 Roosevelt Road  
 Suite 108  
 Hillside, IL 60162  
 (847) 419-9000  
 Fax (847) 419-9050

<b>To:</b>	Village Of Sugar Grove	<b>Contact:</b>	
<b>Address:</b>	10 Municipal Drive	<b>Phone:</b>	
	Sugar Grove, IL 60554	<b>Fax:</b>	
<b>Project Name:</b>	Settlers Ridge Units 1A And 1B (Gordon Road)	<b>Bid Number:</b>	6964
<b>Project Location:</b>	Gordon Road & Galena Blvd, Sugar Grove, IL	<b>Bid Date:</b>	05/31/16
<b>Addendum #:</b>	2		

The following is a recap of our quantities and pricing for this project.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>SECTION 1 (GALENA BLVD TO SETTLERS BLVD)</b>					
1	BIT MAT TACK COAT	4,118.00	LB	\$0.01	\$41.18
2	HMA SURF REM BUTT JT	130.00	SY	\$13.00	\$1,690.00
3	HMA SURF REM 3	6,100.00	SY	\$2.60	\$15,860.00
4	CLASS D PATCHES 3.5	122.00	SY	\$23.00	\$2,806.00
5	LEVEL BINDER MM N50	439.00	TON	\$55.25	\$24,254.75
6	HMA SURF CSE MIX D N50	614.00	TON	\$54.25	\$33,309.50
7	THERMOPLASTIC PAVT MKG LINE 4"	3,598.00	FOOT	\$0.50	\$1,799.00
8	THERMOPLASTIC PAVT MKG LINE 6"	437.00	FOOT	\$1.05	\$458.85
9	THERMOPLASTIC PAVT MKG LINE 24"	80.00	FOOT	\$5.25	\$420.00
10	THERMOPLASTIC PAVT MKG LTRS & SYMBOLS	254.80	SF	\$5.25	\$1,337.70
11	CRACK SEALING (CURBS)	1,480.00	FOOT	\$0.50	\$740.00
<b>Total Price for above SECTION 1 (GALENA BLVD TO SETTLERS BLVD) Items:</b>					<b>\$82,716.98</b>
<b>SECTION 2 (SETTLERS BLVD TO PARKSIDE BLVD)</b>					
12	BIT MAT TACK COAT	8,130.00	LB	\$0.01	\$81.30
13	HMA SURF REM BUTT JT	50.00	SY	\$13.00	\$650.00
14	HMA SURF REM 3	8,134.00	SY	\$2.60	\$21,148.40
15	HMA SURF REM 1	3,912.00	SY	\$1.25	\$4,890.00
16	CLASS D PATCHES 3.5	945.00	SY	\$23.00	\$21,735.00
17	LEVEL BINDER MM N50	810.00	TON	\$55.25	\$44,752.50
18	HMA SURF CSE MIX D N50	1,212.00	TON	\$54.25	\$65,751.00
19	AGG WEDGE SHOULDER TYPE B	44.00	TON	\$34.25	\$1,507.00
20	THERMOPLASTIC PAVT MKG LINE 4"	6,660.00	FOOT	\$0.50	\$3,330.00
21	THERMOPLASTIC PAVT MKG LINE 24"	80.00	FOOT	\$5.25	\$420.00
22	THERMOPLASTIC PAVT MKG LTRS & SYMBOLS	36.40	SF	\$5.25	\$191.10
23	CRACK SEALING (CURBS)	2,420.00	FOOT	\$0.50	\$1,210.00
24	HMA DRIVEWAY REM & REP	47.00	SY	\$60.00	\$2,820.00
25	PCC SIDEWALK REM & REP	200.00	SF	\$7.45	\$1,490.00
26	DETECTABLE WARNINGS	40.00	SF	\$27.00	\$1,080.00
<b>Total Price for above SECTION 2 (SETTLERS BLVD TO PARKSIDE BLVD) Items:</b>					<b>\$171,056.30</b>
<b>SECTION 3 (PARKSIDE BLVD TO END)</b>					
27	BIT MAT TACK COAT	4,153.00	LB	\$0.01	\$41.53
28	HMA SURF REM BUTT JT	58.00	SY	\$13.00	\$754.00
29	HMA SURF REM 1	6,152.00	SY	\$1.25	\$7,690.00
30	CLASS D PATCHES 3.5	1,231.00	SY	\$23.00	\$28,313.00
31	LEVEL BINDER MM N50	354.00	TON	\$55.25	\$19,558.50
32	HMA SURF CSE MIX D N50	620.00	TON	\$54.25	\$33,635.00
33	AGG WEDGE SHOULDER TYPE B	158.00	TON	\$34.25	\$5,411.50

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
34	THERMOPLASTIC PAVT MKG LINE 4"	11,231.00	FOOT	\$0.50	\$5,615.50
35	THERMOPLASTIC PAVT MKG LINE 24"	72.00	FOOT	\$5.25	\$378.00
36	THERMOPLASTIC PAVT MKG LTRS & SYMBOLS	158.80	SF	\$5.25	\$833.70
<b>Total Price for above SECTION 3 (PARKSIDE BLVD TO END) Items:</b>					<b>\$102,230.73</b>

**ADDITIONAL SIDEWALK IMPROVEMENTS**

100	PCC SIDEWALK 5 INCH, SPEC	2,895.00	SF	\$7.60	\$22,002.00
101	DETECTABLE WARNINGS	50.00	SF	\$27.00	\$1,350.00
102	RESTORATION	650.00	SY	\$10.45	\$6,792.50
103	SUBBASE GRAN MAT TYPE C	130.00	TON	\$28.50	\$3,705.00
104	BACKFILL SIDEWALK (INCLUDES IMPORTING MAT)	110.00	CY	\$30.00	\$3,300.00
<b>Total Price for above ADDITIONAL SIDEWALK IMPROVEMENTS Items:</b>					<b>\$37,149.50</b>

**ADDITIONAL PAY ITEMS**

70300100	SHORT TERM PAVT MKING	6,000.00	FOOT	\$0.80	\$4,800.00
70301000	WORK ZONE PAVT MK REM	700.00	SF	\$2.25	\$1,575.00
<b>Total Price for above ADDITIONAL PAY ITEMS Items:</b>					<b>\$6,375.00</b>

**Total Bid Price: \$399,528.51**

**Payment Terms:**

This is a unit price proposal, with the completed cost of each item based upon the unit prices and quantities as measured in the field and approved by the awarding agency.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Builders Paving, LLC</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Steven Salinas (847) 419-9000 ssalinas@builderspavingllc.com</p>
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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS  
GEOFF PAYTON, STREETS & PROPERTIES SUPERVISOR  
**SUBJECT:** APPROVAL: CHANGE ORDER #2 FOR THE SETTLERS RIDGE PUBLIC IMPROVEMENTS  
**AGENDA:** JUNE 7, 2016 COMMITTEE OF THE WHOLE  
**DATE:** JUNE 3, 2016

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**ISSUE**

Should the Village Board approve Change Order #2 for the Settlers Ridge Public Improvements

**DISCUSSION**

At the April 19, 2016 Meeting, the Village Board awarded the contract for Settlers Ridge Phase I Improvements to Builder's Paving LLC., with a construction cost of \$990,688.00. At the May 17, 2016 Board Meeting, Change Order #1 for the project was approved. The project total including Change Order #1 is \$1,067,804.00, leaving \$573,385.00 remaining of the bond settlement. Staff and EEI have been reviewing the project to identify other areas in need of repair. Staff is suggesting that Change Order No. 2 consist of repairing Gordon Road along with some additional sidewalk throughout the subdivision.

The Gordon Road Improvements will consist of milling and overlaying the roadway from Galena Boulevard to the southern Village limit, which consists of approximately 6,580 linear feet of roadway. These improvements also include striping, aggregate shoulder repair, sidewalk ramp replacements, and driveway apron removal and replacement as necessary to complete the project.

The additional sidewalk improvements are limited to locations within the right of way in front of some open space as well as sidewalks at key connection points to obtain walking access to the park sites. Please refer to the attached location map for reference. Please note that there are sidewalks in front of open spaces that will not be constructed as part of this work because there are currently no connecting sidewalks or houses developed adjacent to such open spaces at this time.

The current costs of Change Order #2 is \$451,903.50. Incorporating Change Order #2 would leave \$121,481.50 remaining from the settlement.

### **COST**

This project is included in the FY 2016-17 budget. The costs for Change Order #2 will be deducted from the settlement and will be charged to Capital Infrastructure Budget, account number 35-53-7008: Public Improvements. This account currently contains \$1,641,189.00 for this project.

### **RECOMMENDATION**

The Village Board approve Change Order #2 for the Settlers Ridge Public Improvements.

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** ORDINANCE: MISCELLANEOUS ZONING ORDINANCE TEXT AMENDMENT  
**AGENDA:** JUNE 7, 2016 REGUALR VILLAGE BOARD MEETING  
**DATE:** JUNE 3, 2016

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**ISSUE**

Should the Village Board amend the Zoning Ordinance to modify the requirements for restaurants, number of driveways on a lot, gymnasiums and health clubs, annual zoning compliance registration requirement, and temporary signs.

**DISCUSSION**

The Committee of the Whole last discussed this item at its May 17, 2016 meeting and directed staff to clarify the maximum height requirement and add provisions for using temporary signs for grand opening purposes. The proposed Ordinance responds to the Committee's direction. Specifically, a new business may display temporary signs specifically for the grand opening up to a maximum of 30 days which is in addition to the maximum number of days permitted to display a temporary sign for other purposes. The maximum height for temporary signs is revised to apply to freestanding temporary signs. Like a permanent wall sign, temporary signs would be limited in height to the height of the wall to which they are attached by operation of other sign regulations in the Code.

**11-14-11: TEMPORARY FOR BUSINESS PERMITTED SIGNS:**

- c. Height. ~~They may not exceed~~ The maximum height shall be ten (10) feet for freestanding temporary signs. in height and ten (10) feet in width. Maximum mounting height is fourteen (14) feet.
- d. Type. Permitted temporary signs include banners, posters, flags and A-frame (sidewalk or sandwich board) signs constructed of a durable material. Balloons, streamers, spinners, pennants, cold air inflatable devices are not permitted.
- e. Illumination. Temporary signs shall not be internally illuminated.
- f. Duration. Temporary signs are limited to a sixty (60) day maximum display period per calendar year, but no single display period shall exceed thirty (30) days. The maximum display period ~~which~~ may be split into increments, with a separate

permit to accompany each increment (e.g., zoning lot A may apply for four separate 15-day periods, twelve separate 5-day periods, two 30-day periods, or any combination adding up to a total of 60 days); provided, however, that all such signs may not be erected prior to one minute after twelve o'clock (12:01) A.M. on the first date of the permit and must be removed by eleven fifty nine o'clock (11:59) P.M. on the date of the expiration of the permit.

In addition to the foregoing, no temporary sign(s) used for advertising a grand opening of a new business shall be displayed for more than one period of time not exceeding thirty (30) consecutive days and only if displayed within one hundred twenty (120) days of occupancy of a building or tenant space

In the case of single zoning lots with multiple tenants, all of the above provisions apply for each tenant.

## **ATTACHMENTS**

- Ordinance Amending Title 11 (Zoning Ordinance) of the Village Code (Miscellaneous Amendments)

## **COSTS**

The cost to the Village of the recommended action is the public hearing notice.

## **RECOMMENDATION**

That the Village Board approve Ordinance 2016-0607\_ Amending Title 11 (Zoning Ordinance) of the Village Code (Miscellaneous Amendments).



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

**ORDINANCE NO. 2016-0607\_**

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**AN ORDINANCE AMENDING TITLE 11 (ZONING ORDINANCE) OF THE VILLAGE CODE  
(MISCELLANEOUS AMENDMENTS)**

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Adopted by the Board of Trustees and President of the Village of Sugar Grove  
this 7<sup>th</sup> day of June, 2016

Published in pamphlet form by authority of the Board of Trustees of the  
Village of Sugar Grove, Kane County, Illinois  
this 7<sup>th</sup> day of June, 2016

**ORDINANCE NO. 2016-0607\_**

**AN ORDINANCE AMENDING TITLE 11 (ZONING ORDINANCE) OF THE VILLAGE CODE  
(MISCELLANEOUS AMENDMENTS)**

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**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 of Sugar Grove currently maintains zoning restrictions on the use of land within the Village; and,

**WHEREAS**, the Village finds that such restrictions provide for the safety and well-being of Village inhabitants and benefit the public welfare, safety and morals; and,

**WHEREAS**, the Village seeks to continue to promote these interests, and seeks to amend the Village Code to more fully protect and preserve the safety and well being of such inhabitants; and,

**WHEREAS**, after due notice the Plan Commission held a public hearing concerning the proposed amendments on April 20, 2016 and no objectors were present; and

**WHEREAS**, the Plan Commission recommended in their Recommendation PC16-03 that the Village Board approve the requested Zoning Ordinance amendments.

**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: Title 11 of the Village Code of Ordinance Sections Amended**

A. That Section 11-3-2 be, and it is, hereby amended by deleting therefrom the following terms:

**CARRY-OUT RESTAURANT:** An establishment that by design of the physical facilities, service, or packaging sells prepared ready to eat foods intended primarily to be consumed off the premises

**EATING ESTABLISHMENT:** Retail establishments selling food and drink for consumption on the premises, including lunch counters and refreshment stands selling prepared foods and drinks for immediate on site consumption.

**RESTAURANT, FAST FOOD:** An establishment whose principal business is the sale of prepared or rapidly prepared food directly to the customer in a ready to consume state for consumption within the restaurant building. Fast food restaurants also include drive-in or carryout restaurants, which offer the rapidly prepared food to customers to consume in cars, or off premises. See definitions of Drive-In Establishment and Carryout Restaurant.

RESTAURANT, CARRYOUT OR DRIVE-IN: See definition of Carryout Restaurant.

- B. That Section 11-3-2 of Title 11 of the Village Code of Ordinances be, and it is, hereby amended by adding thereto the following terms and definitions to be and to read as follows:

RESTAURANT, CARRY-OUT: An establishment that by design of the physical facilities, service, or packaging sells prepared ready to eat foods intended primarily to be consumed off the premises

RESTAURANT, DRIVE-IN: An establishment that by design of the physical facilities, service, or packaging sells which offer the rapidly prepared food to customers to consume in cars, or off premises.

RESTAURANT, FAST FOOD: An establishment whose principal business is the sale of prepared or rapidly prepared food directly to the customer in a ready to consume state for consumption within the restaurant building.

- C. That Section 11-8-4-B be amended by adding thereto “restaurant, carry-out” and “restaurant”.
- D. That Section 11-8-4-D-1 be amended by deleting therefrom “restaurants (with or without drive-through).”
- E. That Section 11-8-5-B-2 be amended by deleting therefrom “restaurant and eating places (without drive-through, entertainment or dancing).”
- F. That Section 11-8-5-D-4 be amended by deleting therefrom “restaurant with drive through.”
- G. That Section 11-8-6-D-1 be amended by deleting therefrom “restaurant with: a) drive-through, b) live entertainment, and/or c) dancing.”
- H. That Section 11-8-6-D-1 be amended by adding thereto “restaurant with: a) live entertainment, and/or b) dancing.”
- I. That Section 11-8-5-D-4 be amended by deleting “restaurant with drive through.”
- J. That Section 11-10-2-A be amended by adding thereto “gymnasiums and health clubs.”
- K. That Section 11-10-2-B be amended by deleting therefrom “gymnasiums and health clubs.”

L. That Section 11-12-3-H-5 be amended to be and to read as follows:

5. Access Control: There shall be no more than one entrance and one exit or one combined entrance and exit along any street unless additional entrance/exit is approved by the Village Board for the alleviation of traffic congestion and interference of traffic movement along the street:
  - a. One-way driveways shall be clearly marked with appropriate entrance and exit signs.
  - b. If, in the opinion of the Village Engineer, traffic in the vicinity of the site warrants the restriction of turning movement or access to and from a parking facility, traffic signs or driveway modifications necessary to accomplish said restrictions shall be provided by the owner of the parking facility.

M. That Section 11-12-5 be amended by deleting therefrom the following:

Restaurants, fast food	13.0 spaces per 1,000 square feet of floor area, plus 8 stacking spaces for each drive-up window through which food and drink is dispensed
Restaurants, sit down; and banquet halls	13.0 spaces per 1,000 square feet of floor area
Restaurants, with live entertainment and dancing	15.0 spaces per 1,000 square feet of floor area

N. That Section 11-12-5 be amended by adding thereto the following:

Restaurants, carry-out	6 per 1,000 square feet of floor area
Restaurants, drive-ins; and banquet halls	13.0 spaces per 1,000 square feet of floor area
Restaurants, with live entertainment and/or dancing	15.0 spaces per 1,000 square feet of floor area

That Section 11-14-11 be amended to be and to read as follows:

**11-14-11: TEMPORARY FOR BUSINESS PERMITTED SIGNS:**

- A. Temporary, ground or wall mounted, advertising: There is one type permitted:
1. Nonresidential, business advertising signs. Only advertising a business in operation on the lot. These may be for grand openings, temporary advertising, special events, etc., but must be located on site.
    - a. Number. Up to four (4) signs may be displayed simultaneously (as long as they advertise the same event)

- b. Area. The total area of all temporary signs displayed at one time shall not exceed one hundred (100) square feet, and no temporary sign shall exceed thirty two (32) square feet.
- c. Height. The maximum height shall be ten (10) feet for freestanding temporary signs.
- d. Type. Permitted temporary signs include banners, posters, flags and A-frame (sidewalk or sandwich board) signs constructed of a durable material. Balloons, streamers, spinners, pennants, cold air inflatable devices are not permitted.
- e. Illumination. Temporary signs shall not be internally illuminated.
- f. Duration. Temporary signs are limited to a sixty (60) day maximum display period per calendar year, but no single display period shall exceed thirty (30) days. The maximum display period may be split into increments, with a separate permit to accompany each increment (e.g., zoning lot A may apply for four separate 15-day periods, twelve separate 5-day periods, two 30-day periods, or any combination adding up to a total of 60 days); provided, however, that all such signs may not be erected prior to one minute after twelve o'clock (12:01) A.M. on the first date of the permit and must be removed by eleven fifty nine o'clock (11:59) P.M. on the date of the expiration of the permit.

In addition to the foregoing, no temporary sign(s) used for advertising a grand opening of a new business shall be displayed for more than one period of time not exceeding thirty (30) consecutive days and only if displayed within one hundred twenty (120) days of occupancy of a building or tenant space

In the case of single zoning lots with multiple tenants, all of the above provisions apply for each tenant.

- g. Permits. Up to four (4) signs shall only be required to pay one fee for each increment of time applied for. Permit fees shall not be reduced or prorated due to the applicant's choice to select a permit for a shorter period of time than they are otherwise entitled.
- h. Mobile vendors (title 3, chapter 8 of this code) or vendors permitted as a temporary use (section 11-4-8 of this title) may have one temporary advertising sign with permission from the property owner of the host lot and a permit from the Village. (Ord. 2014-01-07A, 1-7-2014)

**SECTION TWO: GENERAL PROVISIONS**

**REPEALER:** All ordinances or portions thereof in conflict with this ordinance are hereby repealed.

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

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

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 7<sup>th</sup> day of June, 2016.

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

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

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



**VILLAGE OF SUGAR GROVE**

**ORDINANCE NO. 20160607S**

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**AN ORDINANCE DECLARING SURPLUS PROPERTY**

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PASSED BY THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS  
THIS 7TH DAY OF JUNE, 2016.

PUBLISHED IN PAMPHLET FORM BY AUTHORITY  
OF THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS  
ILLINOIS, THIS 7TH DAY OF JUNE, 2016.

**ORDINANCE NO. 20160607S**  
**AN ORDINANCE DECLARING SURPLUS PROPERTY**

**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,

**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:**

That the corporate authorities find that it is no longer necessary or useful to, or for the best interests of the Village of Sugar Grove that the following items be retained by the Village. The following is hereby declared surplus personal property of the Village of Sugar Grove.

<u>Make</u>	<u>Model</u>	<u>Year</u>	<u>Style</u>	<u>Color</u>	<u>Vin</u>
Toyota	4-Runner	1998	SUV	Black	JT3HN86R4W0153390
Chevy	Monte Carlo	2003	sedan	Black	2G1WW12E739237403
Isuzu	Rodeo	2001	Coupe	Black	4S2DM58W614317663
Saturn	SL2	1994	4 DR	White	1G8ZK5759RZ218264
GMC	Jimmy	1998	SUV	Silver	1GKDT13W5W2518475
Honda	Civic	2009	sedan	Grey	2HGFA16579H318465

The corporate authorities of the Village of Sugar Grove hereby authorize the sale of the aforementioned personal property. The aforementioned personal property may be advertised for sale or may be donated to a not for profit agency. In the event that any such items are not sold they may be sold by public auction or other means without advertising the sale.

**SECTION TWO: 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 7th Day of June, 2013.

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

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

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

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT MICHELS & BOARD OF TRUSTEES  
**FROM:** CYNTHIA L. GALBREATH, VILLAGE CLERK  
**SUBJECT:** ORDINANCE DECLARING SURPLUS  
**AGENDA:** JUNE 7, 2016 CONSENT AGENDA  
**DATE:** JUNE 2, 2016

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**ISSUE**

Should the Village surplus equipment that is no longer being utilized.

**DISCUSSION**

State Statute requires that all personal property owned by the Village that is to be replaced, has outlived its useful life or is no longer necessary to conduct Village business be declared surplus prior to disposal. At this time staff is requesting vehicles that have been seized and processed be declared surplus.

The cars will be sold to the highest bidder.

**COSTS**

There are no associated costs.

**RECOMMENDATION**

That the Village Board adopts Ordinance 20160607S, An Ordinance Authorizing the Disposal of Surplus Property.



QUOTE  
# 2000810

applied concepts, inc.

Page 1 of 1

2609 Technology Dr.  
Plano, TX 75074  
Phone: 972-398-3780  
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Date: 04/21/16

Inside Sales Mgr | Pam Schneidewind  
972-801-4890

Reg Sales Mgr: | Greg Chambers  
214-551-2807

Effective From : 04/21/2016

Valid Through: 07/20/2016

Lead Time: 32 working days

<b>Bill To:</b> Sugar Grove Police Dept 10 Municipal Dr Sugar Grove, IL 60554-6920	<b>Customer ID:</b> 023686  Accounts Payable	<b>Ship To:</b> Sugar Grove Police Dept 10 Municipal Dr Sugar Grove, IL 60554-6920	<i>Deliver</i>  Chief Pat Rollins
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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	821-1000-00	Stalker SAM Trailer	24	\$6,278.00	\$6,278.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	1	015-2532-59	[253259] SAM Trailer with Top Display		\$0.00
2	1	200-0880-56	Traffic Statistics Sensor, External USB Port		\$0.00
3	1	015-5345-00	[274714] SAM Solar Power Panel		\$0.00
4	1	015-2328-62	[232862] Red LED Light Bar-SAM/SAM-R		\$0.00
5	1	015-2354-40	[235440] Blue LED Light Bar-SAM/SAM-R		\$0.00
7	1	200-1038-00	Traffic Statistics Software,Thumb Drive, Manual	\$499.00	\$499.00
8	1	006-0569-00	Certificate of Accuracy, Speed Sensor II		\$0.00
9	1	060-1000-24	24-Month Warranty		\$0.00

<b>Group Total</b>					\$6,777.00
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Product	\$6,777.00	Sub-Total:	\$6,777.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$300.00
		<b>Total:</b>	<b>\$7,077.00</b>

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2016

# Speed & Speed/Message Trailer Prices

Prices are Subject to Change



**SAM-R**

**SAM-R \$5,478** plus shipping

- 18" high Two Digit Amber LED Sign
- Sign Rotates 360° for Easy Set & Enhanced Viewing
- 50W Solar Panel Extends Field Use Time (1 day for each 2.5 hrs of sunlight)
- One Group 27 12V Battery
- Red & Blue Flashing LED Violator Alert
- Speed Limit Sign with Changeable Numbers
- 2 Year Warranty on Trailer (3rd Year Optional @ \$300); 1 Year on Battery
- Optional Traffic Data Collection Package \$499



**SAM**

**SAM \$6,278** plus shipping

- 18" high Two Digit Amber LED Sign
- 50W Solar Panel Extends Field Use Time (1 day for each 2.5 hrs of sunlight)
- One 4D Deep Cycle 12V Battery provides 18 days of Continuous Operation
- Red & Blue Flashing LED Violator Alert
- Speed Limit Sign with Changeable Numbers
- 2 Year Warranty on Trailer (3rd Year Optional @ \$300); 1 Year on Battery
- Optional Traffic Data Collection Package \$499
- Optional Automatic License Plate Reader "Ready Kit" @ \$999



**MC-360**

**MC-360 3x6 Sign \$12,757** plus shipping

**MC-360 4x8 Sign \$14,757** plus shipping

- Full Matrix Amber LED Sign
- Sign Rotates 360° and Telescopes up for Easy Set & Enhanced Viewing
- 140W Solar Panel Extends Field Use Time (1 day for each 4 hrs of sunlight)
- Four 6V Deep Cycle Batteries provide 21 days of Continuous Operation
- Over 300 Factory and User-created Messages
- Speed and Messages May be Integrated, Messages may be Linked
- 2 Year Warranty on Trailer (3rd Year Optional @ \$450); 1 Year on Batteries
- Optional Traffic Data Collection Package \$499
- Optional Automatic License Plate Reader "Ready Kit" @ \$2,796

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** PATRICK ROLLINS, CHIEF OF POLICE  
**SUBJECT:** RESOLUTION: AUTHORIZING THE PURCHASE OF A RADAR SPEED TRAILER  
**AGENDA:** JUNE 7, 2016 REGULAR MEETING  
**DATE:** JUNE 2, 2016

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**ISSUE**

Should the Village/Board authorize the approval of a Radar Speed Trailer.

**DISCUSSION**

The Police Department's is responsible for public safety education and enforcement of motor vehicle violations within the jurisdiction of the Village of Sugar Grove. The Police Department's Speed Trailer, well over ten years old, has stopped functioning. The police department has utilized this device by placing it in neighborhoods or along major routes to assist in educating the motoring public on speed related citizen complaints. The visibility of the radar trailer stationed at a location is a cost effective means to provide education and address resident speeding auto complaints on their streets. Collection of statistical data from the device is useful tools for the department to determine the best use of time when to place an officer at the location based on the analytics.

The Police Department after doing research is requesting to replace the broken speed trailer with a Stalker Sam Trailer by Applied Concepts, Inc. The price of the trailer is \$7,077. There are many other speed trailer and speed/message board trailer options available but cost is a factor for these options which offer additional functions for these style of devices.

This item is not budgeted and will require discussion from the Board to give direction on the funding sources if the Board agrees to authorize the purchase.

The Village Fiscal Year 2017 overall projected surplus is \$4,120. If the Board's desire is to use the surplus, the remaining \$2,950 could come from the Police Department's budget by reducing the number of Tasers budgeted for this year. Currently ten Tasers are in the budget to be purchased. To make up the short fall, three Tasers less could be ordered, to make up the difference if the Board desires. The three Tasers can be

purchased in the future FY18 budget. Another option is to purchase the Speed Trailer placing the Village's FY17 in a projected deficit of \$2,950. These are just a few suggestive options and other ideas through the Board's discussion is welcome.

### **COST**

The recommended Stalker Sam Trailer through Applied Concepts, Inc. is not budgeted. Direction from the Board is needed if a purchase is to be made.

### **RECOMMENDATION**

That the Board approve Resolution 20160607C, Authorizing the purchase of a Stalker Sam Trailer from Applied Concepts, Inc.



**RESOLUTION NO. 2016-0607C**

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

**RESOLUTION AUTHORIZING PURCHASE OF EQUIPMENT  
SUGAR GROVE POLICE DEPARTMENT SPEED TRAILER**

**WHEREAS**, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to purchase a speed trailer through Applied Concepts, Inc.;

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

1. That the Village of Sugar Grove Chief of Police or his/her designee is authorized to place the order as quoted in the attached document.

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 7th day of June, 2016.

\_\_\_\_\_  
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 Mari Johnson	_____	_____	_____	_____
Trustee Ted Koch	_____	_____	_____	_____
Trustee Rick Montalto	_____	_____	_____	_____
Trustee David Paluch	_____	_____	_____	_____
President P. Sean Michels	_____	_____	_____	_____

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** PATRICK J. ROLLINS, CHIEF OF POLICE  
**SUBJECT:** DISCUSSION: AMENDING THE ANIMAL CONTROL ORDINANCE  
**AGENDA:** JUNE 7, 2016 VILLAGE BOARD COMMITTEE OF THE WHOLE MEETING  
**DATE:** JUNE 2, 2016

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**ISSUE**

Should the Village Board consider changing the Animal Control Ordinance to provide greater pet owner responsibility.

**DISCUSSION**

At the May 17<sup>th</sup> Board Meeting, a citizen addressed the Village Board and inquired about the strengthening of the current ordinance by allowing more intervention and ability to better define what a dangerous animal is. In addition, the police department over the years receives numerous dog complaints of animals running at large or not under the control of the owner. The police department responds to a handful of dog bites against humans and dog vs. dog reports every year. These incidents have been documented by the police department. A majority of the reports deals with animals running at large with some biting humans or other owners pets. Currently there is no leash law in place and many of these previous calls could have potentially been avoided if the animal were on a leash while in the public right-a-way or public place.

The Village Attorney and the Sugar Grove Police Department has reviewed the current ordinance addressing Title 5 Police Regulations, Chapter 4 regarding Animal Control. Attached is a draft ordinance for discussion that will better assist the police department when handling animal at large complainants, determining dangerous animals, and confinement responsibilities of the owners after a bite report has been filed.

**COST**

Approximately \$500 in Attorney fees.

**RECOMMENDATION** – The Village Boards by consensus directs to amend the ordinance allowing the Animal Control chapter to be revised at the next Board Meeting.



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

**Ordinance No. 2016 \_\_\_\_\_**

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**An Ordinance Amending the Village's Animal Control Ordinance**

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Adopted by the  
Board of Trustees and President  
of the Village of Sugar Grove  
this \_\_\_ day of \_\_\_\_\_, 2016.

Published in Pamphlet Form  
by authority of the Board of Trustees  
of the Village of Sugar Grove, Kane County,  
Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2016.

**ORDINANCE NO. 2016\_\_\_\_\_**

**An Ordinance Amending the Village’s Animal Control Ordinance  
Village of Sugar Grove, Kane County, Illinois**

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

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

**WHEREAS**, Section 5-4 of the Village Code of Ordinances (“Village Code”), provides for animal control measures within the Village of Sugar Grove; and,

**WHEREAS**, the corporate authorities of the Village of Sugar Grove find it necessary and advantageous to review and revise such rules and regulations, from time to time, and;

**WHEREAS**, the corporate authorities of the Village of Sugar Grove seek to include a provision within its Animal Control ordinance to provide a process for identifying and remedying situations involving “dangerous dogs” and to provide greater owner accountability regarding the same; and,

**WHEREAS**, the corporate authorities of the Village of Sugar Grove are authorized to legislate to further promote the public health, safety, and welfare of the residents of the Village; and,

**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:**

**Section 5-4-2: AT LARGE** *is hereby amended to read as follows:*

(a) No person owning or having in his custody animals or fowl shall permit the same to go at large to the injury or annoyance of others, nor shall such animals or fowl be permitted at large upon the streets or other public ways of the Village.

(b) Dogs while on the premises of their owner or keeper must be properly restrained by one of the following methods:

- (1) Inside a secure enclosure
- (2) On a leash or other tether which prevents the dog from crossing over the property of the premises owner or keeper to a public sidewalk or public right-of-way

- (3) On a leash of sufficient strength and connection to the dog to prevent its escape and which is under the control of a capable person, or,
- (4) If not on a leash, the dog must be obedient to the commands of the owner or keeper and the owner or keeper must be present

(c) Dogs off the premises of their owner or keeper must be restrained by either:

- (1) Being securely confined within a vehicle
- (2) Within a secure enclosure with the permission of the owner of the property where the enclosure is located or if no enclosure exists, dog may be off leash and must be obedient to the commands of the owner or keeper and the owner or keeper must be present and not allow the dog to enter public right-of-way, or
- (3) Physically controlled at all times by the owner or authorized person with a leash of sufficient strength and connection to the animal to prevent escape

**Section 5-4-1: DEFINITIONS** *is hereby amended to add the following terms:*

“Dangerous Dog:” Any individual dog anywhere other than upon the property of the owner or custodian of the dog and un-muzzled, unleashed, or unattended by its owner or custodian that either: (1) behaves in a manner that a reasonable person would believe poses a serious and unjustifiable threat of serious physical injury, death to a person or a companion animal, or, (2) a dog that without justification bites a person.

“Leash:” Any cord, rope, strap, or chain which shall be securely fastened to the collar or harness of a dog or other animal and shall be of sufficient strength to keep such dog or other animal under control.

“Owner:” Any person having a right of property in an animal, or who keeps or harbors an animal, or who has it in his care, or acts as its custodian, or who knowingly permits a dog to remain on any premises occupied by him or her.

“Physical Injury:” The impairment of physical condition.

#### **5-4-11: DANGEROUS DOGS.**

(a) No person shall own, keep, or harbor a dangerous dog within the Village unless said person shall keep such animal safely and securely confined so as to protect from injury any person who shall lawfully come upon the premises or be in the vicinity where such animal may be located. Adequate warning by signs shall be given to persons coming lawfully upon the premises or being in the vicinity of such dangerous dogs.

(b) Any dangerous dog that attacks or injures any person or other animal within one year after a previous attack or injury is a public nuisance and may be abated in accordance with this chapter.

(c) Any dog that without provocation attacks or injures any person or another domestic animal who is peaceably conducting themselves in a place where they may lawfully be is a public nuisance which may be abated in accordance with this chapter.

**5-4-12: PENALTY.**

(a) Any person violating any of the provisions of this Chapter shall be deemed guilty of a petty offense and, upon conviction thereof, shall be subject to penalty as provided in Section 1-4-1 of this Code. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

**5-4-13: DISPOSITION OF DOGS DECLARED TO BE PUBLIC NUISANCES.**

(a) If after investigation, an authorized village agent determines that the continued keeping of any dog constitutes a public nuisance, he or the aggrieved person shall immediately commence proceedings in the circuit court seeking the abatement of the nuisance. The court shall order the destruction of the animal unless it finds that the owner of the animal has demonstrated, with a reasonable degree of certainty that adequate measures have been or will be taken which will prevent any future occurrences resulting in the animal constituting a public nuisance.

(b) The court may also, upon application, order the impoundment of the animal, pending a final determination as to the disposition of the animal, if the court finds that:

- (1) There is probable cause that the animal constitutes a public nuisance
- (2) Failure to impound the animal pending a final determination as to the disposition of the animal will result in a continued public nuisance of such severity and/or duration as to constitute an unreasonable burden or danger to the public welfare.

(c) All costs of impoundment shall be borne by the owner of the animal unless the court finds that the animal was not a public nuisance at the time of impoundment, in which case the cost of impoundment shall be borne by the Village.

**SECTION TWO: GENERAL PROVISIONS**

REPEALER: All ordinances or portions thereof in conflict with this ordinance are hereby repealed.

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

EFFECTIVE DATE: This Ordinance shall be in full force and effect on and after its approval, passage and publication in pamphlet form as provided by law.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this \_\_\_ day of \_\_\_\_\_ 2016.

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

Village of Sugar Grove, Kane County, Illinois

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

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



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

**Ordinance No. 2016 \_\_\_\_\_**

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**An Ordinance Regulating the Use of Small Cell Antennas (“Micro Antennas”)  
Village of Sugar Grove,  
Kane County, Illinois**

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Adopted by the  
Board of Trustees and President  
of the Village of Sugar Grove  
this \_\_\_ day of \_\_\_\_\_, 2016.

Published in Pamphlet Form  
by authority of the Board of Trustees  
of the Village of Sugar Grove, Kane County,  
Illinois, this \_\_\_ day of \_\_\_\_\_, 2016.

**ORDINANCE NO. 2016\_\_\_\_\_**

**An Ordinance Regulating the Use of Small Cell Antennas (“Micro Antennas”)  
Village of Sugar Grove,  
Kane County, Illinois**

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

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

**WHEREAS**, the Village seeks to promote the health, safety, and general welfare of the community by regulating the use of its right-of-way and public property; and,

**WHEREAS**, the Village finds that small cell antennas (“micro antennas”) present a new technology that is not adequately addressed by the Village’s current ordinances regulating the right-of-way and public property; and,

**WHEREAS**, the Village wishes to establish clear regulations pertaining to the location, installation, maintenance, and use of small cell antennas on Village property and in the Village right-of-way.

**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:**

The Village Code of Ordinances is hereby amended to add the following Section 7-6 with regard to small cell antennas (“micro antennas”):

**7-6-1: Purpose and Scope.**

**A. Purpose:** The purpose of this chapter is to establish policies and procedures for the permitting, installation, and maintenance of small cell antennas in rights of way within the Village’s jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage, and visual qualities of the Village rights-of-way and the Village as a whole.

**B. Intent:** In enacting this chapter, the Village intends to exercise its authority over the rights of way and public property in the Village, and in particular, the use of public ways and the installation and maintenance of small cell antennas, by establishing uniform standards to address issues presented by said antennas, including, without limitation:

1. Prevent interference with the use of streets, sidewalks, alleys, parkways and other public ways and places;
2. Prevent the creation of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;
3. Prevent interference with the facilities and operations of the Village's utilities and utilities lawfully located in rights-of-way or public property;
4. Protect against environmental damage, including damage to trees, from the installation of small cell antennas;
5. Preserve the character of the neighborhood in which the small cell antennas are installed;
6. Preserve open space, particularly in the tree lined parkways that characterize the Village's residential neighborhoods;
7. Prevent visual blight from the proliferation of small cell antennas in the rights of way; and,
8. Assure the continued safe use and enjoyment of private properties adjacent to small cell antenna locations.

**C. Conflicts with Other Chapters:** This chapter supersedes all chapters or parts of chapters adopted prior hereto that are in conflict herewith, to the extent of such conflict.

**D. Conflicts with State and Federal Laws:** In the event that application of federal or state laws or regulations conflict with the requirements of this chapter, the small cell antenna shall comply with the requirements of this chapter to the maximum extent possible without violating federal or state laws or regulations.

**E. Sound Engineering Judgment:** The Village shall use sound engineering judgment when administering this chapter and may vary the standards, conditions, and requirements expressed in this chapter when the Village so determines. Nothing herein shall be construed to limit the ability of the Village to regulate its rights of way for the protection of the public health, safety, and welfare.

### **7-6-2: Definitions.**

As used in this chapter and unless the context clearly requires otherwise, the words and terms listed herein shall have the meanings ascribed to them in this section.

“Applicant” – A person applying for a permit under this chapter.

“Code” – The municipal code of the Village of Sugar Grove

“Distributed Antenna System or DAS Network” - A low-powered wireless systems which include transceiver equipment located at a central hub and antennas distributed throughout a defined and limited area supported by said hub, capable of serving wireless carriers/operators.

“Director of Public Works” - The Village's Director of Public Works, or his or her designee, or

other person appointed by the Village Manager to Act under this chapter.

“Permit” – The written approval of the Village’s Director of Public Works, or his or her designee, or other person appointed by the Village manager to act under this chapter.

“Permittee” – The entity to which a permit has been issued pursuant to sections 7-6-4 and 7-6-5 of this chapter.

“Practicable” – That which is performable, feasible or possible, rather than that which is simply convenient.

“Prompt” – That which is done within a period of time specified by the Village. If no time is specified, the period shall be thirty (30) days.

“Public Entity” – A legal entity that constitutes or is part of the government, whether at local, state, or federal level.

“Restoration” – The repair of the right of way, highway, roadway, or other area disruptive by the installation of the small cell and/or small cell facility

“Small Cell” – A low-powered wireless base station, including an antenna, transceiver equipment, and cabinets, that functions like a cell in a wireless mobile network but provides significantly smaller coverage area than that of a traditional macro cell. “Small Cell” does not include macro cells or a DAS Network.

“Small Cell Facility” - A small cell and its support structure and appurtenances.

“Small Cell Site” – A location approved by the Village where a small cell facility has been or may be installed.

“Wireless Carrier” – A provider of wireless communication services that owns or controls all elements necessary to sell and deliver services to an end user

“Wireless Infrastructure Provider” – A third party who leases space for small cell and/or small cell facilities from the Village and contracts with wireless carriers to utilize said space

“Village-Owned Site” – A Village-owned property, utility pole, light pole or standard, or other structure on which installation of a small cell has been approved by the Village.

### **7-6-3: Annual Registration Required.**

Every small cell and/or small cell facility that occupies the right-of-way within the Village shall register on January 1 of each year with the Director of Public Works, providing the wireless carrier and/or wireless infrastructure provider’s name, address and regular business telephone and telecopy numbers, the name of one or more contact persons who can act on behalf of the wireless carrier and/ or wireless infrastructure provider in connection with emergencies involving the small

cell antenna's facilities in the right-of-way and a twenty four (24) hour telephone number for each such person, and evidence of insurance as required in section 7-6-8 of this chapter, in the form of a certificate of insurance.

#### **7-6-4: Permit Required; Application and Fees.**

**A. Permit Required:** No person shall construct or install any small cell antenna and/or small cell antenna facility without first filing an application with the Director of Public Works and obtaining a permit from the Village thereof, except as otherwise provided in this chapter. Each permit request shall be accompanied by an application fee in the amount of \$250.00.

**B. Permit Application:** All permit applications filed pursuant to this chapter shall be filed on a form provided by the Village and in such number of duplicate copies as the Village may designate. The applicant may designate those portions of its application materials that it reasonably believes contain proprietary or confidential information as "proprietary" or "confidential" by clearly marking each page of such materials accordingly.

**C. Minimum General Application Requirements:** The application shall be made by the wireless carrier and/or wireless infrastructure provider or its duly authorized representative, and shall contain, at a minimum, the following information:

1. The wireless carrier and/or infrastructure provider's name and address and telephone and teletype numbers;
2. The applicant's name and address, if different than the wireless carrier and/or wireless infrastructure provider, its telephone and teletype numbers, e-mail address, and its interest in the work;
3. The names, addresses, and telephone and teletype numbers and e-mail addresses of all professional consultants, if any, advising the applicant with respect to the application;
4. A general description of the proposed work and the purpose and intent of the small cell site. The scope and detail of such description shall contain a detailed accounting of the carrier's existing facilities within the Village, including maps of the same;
5. Statement of necessity outlining the community's need for the small cell antenna in the area being requested;
6. Depiction of proposed small cell site, including the location and photographs of the small cell site, poles, and structures, and the immediate surroundings located therein;
7. Long range plan of wireless carrier and/or wireless infrastructure provider, including an estimation of total number of small cell antennas that carrier anticipates requesting;
8. Anticipated installation schedule for the application;
9. Evidence of posting of the security fund as required in section 7-6-10 of this chapter;
10. Any request for a variance from one or more provisions of this chapter (see section 7-6-14 of this chapter); and,
11. Such additional information as may be reasonably required by the Village.

**D. Applicant's Duty to Update Information:** Throughout the entire permit application review period and the installation period authorized by permit, any amendments to information contained in a permit application shall be submitted by the wireless carrier and/or wireless

infrastructure provider in writing to the Village within thirty (30) days after the change necessitating the amendment.

**E. Escrow Deposit:** In addition to the application fee set forth in section 7-5-4(a), prior to the commencement of the installation of any antenna, the applicant shall provide the Village with an escrow deposit of \$500.00. This amount may be adjusted in the discretion of the Director of Public Works based upon the nature and scope of the project as set forth in the application.

In the case of subsequent permit plan review changes, the applicant/permittee shall reimburse the Village for the additional time and labor expended by third party consultants and staff. In the case of a Village employee, the times charged shall be reflective of said employee's hourly rate. All payments must be tendered to the Village within fourteen (14) days of invoicing of the applicant/permittee.

### **7-6-5: Action of Permit Applications.**

**A. Village Review of Permit Applications:** Completed permit applications, containing all required documentation, shall be examined by the Village Director of Public Works within a reasonable time after filing.

**B. Permit Review Standards:** All permits will be reviewed based upon the following elements.

1. Application Analysis – All submitted application materials, including the small cell facility and site plan, will be reviewed based upon the information provided.
2. Number of Small Cell Sites – The Village may limit the number of small cell sites based upon timing, location, or any other factor that the Village deems relevant, taking into account current inventory, available sites, and current demand.
3. Permitted Locations and Priority – Small cell sites shall be granted in the following order of priority. No small cell site shall be installed at a lower priority site in the instance that a higher priority site is available or such installation is not technically feasible.
  - a.) Village owned utility poles in the following order: (1) within an arterial street right-of-way; (2) within a parking lot or on other governmental property; and (3) within a collector street right-of-way.
  - b.) Village owned light poles in the following order: (1) within an arterial street right-of-way; (2) within a parking lot or on other governmental property; and (3) within a collector street right-of-way.
  - c.) Other Village owned utility poles, not already encompassed herein.
  - d.) Other poles owned by a public utility
  - e.) Private utility poles, to be approved by the Village on a case-by-case basis
4. Prohibited Locations – Small cell sites are not permitted at the following locations:
  - a.) Utility poles located in public parkways that abut the front yard or corner yard of a single-family detached dwelling.
  - b.) Utility poles located in a rear yard (or abutting easement) of a single family detached dwelling.
  - c.) Newly installed utility poles that are not owned by the Village.

d.)\_Exceptions – Notwithstanding the permitted locations and priority as set forth in subsection 7-6-5(B)(3) or prohibited locations as are set forth in subsection 7-6-5(B)(4), the Village may grant an exception in the instance that the wireless carrier and/or wireless infrastructure provider demonstrates a unique, specific, and significant need that cannot be addressed under the current ordinance.

**C. Applications Denied:** If the application does not conform to the requirements of applicable ordinances, codes, laws, rules, and regulations, the Village Director of Public Works shall reject such application in writing, stating the reasons therefor.

**D. Applications Granted:**

1. If the Village Director of Public Works is satisfied that the proposed work conforms to the requirements of this chapter and applicable ordinances, codes, laws, rules, and regulations, the Village Director of Public Works shall issue a permit therefor as soon as practicable. In all instances, it shall be the duty of the applicant to demonstrate, to the satisfaction of the Village Director of Public Works, that the construction proposed under the application shall be in full compliance with the requirements of this chapter.
2. Upon the Village’s granting of a permit application, the wireless carrier and/or wireless infrastructure provider must enter into a lease agreement with the Village governing the installation and maintenance of the particular small cell site. A copy of the lease agreement shall be on file with the Village clerk, as may be updated from time to time.

**E. Installation and Maintenance of Small Cell Equipment:** Each wireless carrier and/or wireless infrastructure provider must construct, install, and maintain all small cell antennas and/or facilities in accordance with this chapter. Said facilities must be maintained in excellent and operational condition at all times and as provided in any lease between the wireless carrier and/or wireless infrastructure provider and the Village. If the wireless carrier and/or wireless infrastructure provider is required to install a utility pole for an approved small cell, then, at the discretion of the Village, the wireless carrier and or wireless infrastructure provider must file with the Village a bill of sale and any other documents requested by the Village to transfer ownership of that utility pole to the Village.

**7-6-6: Effect of Permit:**

**A. Authority Granted; No Property Right of Other Interest Created:** A permit from the Village authorizes a permittee to undertake only certain activities in accordance with this chapter on Village rights of way, and does not create a property right or grant authority to the permittee to impinge upon the rights of others who may have an interest in the rights of way and/or public property.

**B. Duration:** No permit issued under this chapter shall be valid for a period longer than six (6) months unless installation has actually begun within that period and is thereafter diligently pursued to completion.

**C. Pre-installation Meeting Required:** No construction or installation shall begin pursuant to a permit issued under this chapter prior to attendance by the permittee and all major contractors and subcontractors who will perform any work under the permit at a preconstruction meeting. The pre-installation meeting shall be held at a date, time and place designated by the Village with such Village representatives in attendance as the Village deems necessary. The meeting shall be for the purpose of reviewing the work under the permit, and reviewing special considerations necessary in the areas where work will occur, including, without limitation, presence or absence of other utility facilities in the area and their locations, procedures to avoid disruption of other utilities, use of rights of way by the public during construction, and access and egress by adjacent property owners.

**D. Compliance with all Laws Required:** The issuance of a permit by the Village does not excuse the permittee from complying with other requirements of the Village and applicable statutes, laws, ordinances, rules, and regulations.

#### **7-6-7: Revised Permit Drawings.**

In the event that the actual locations of any small cell antenna and/or small cell antenna facility deviates in any material respect from the location identified in the plans, drawings and specifications submitted with the permit application, the permittee shall submit a revised set of drawings or plans to the Village within ninety (90) days after the completion of the permitted work. The revised drawings or plans shall specifically identify said deviations. If any deviation from the permit also deviates from the requirements of this chapter, it shall be treated as a request for variance in accordance with section 7-6-14 of this chapter. If the Village denies the request for a variance, then the permittee shall either remove the antenna and/or its appurtenances from the right of way or modify the small cell antenna and/or small cell antenna facility so that it conforms to the permit and submit revised drawings or plans therefor.

#### **7-6-8: Insurance.**

**A. Required Coverages And Limits:** Unless otherwise provided by franchise, license, or similar agreement, each wireless carrier and/or wireless infrastructure provider occupying right of way or installing any small cell antenna and/or small cell antenna facility in the right of way or on any publicly owned property shall secure and maintain the following liability insurance policies insuring the utility as named insured and naming the Village, and its elected and appointed officers, officials, agents, and employees as additional insureds on the policies listed in subsections A1 and A2 of this section.

1. Commercial general liability insurance, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as "X", "C", and "U" coverages) and products-completed operations coverage with limits not less than:
  - a.) Five million dollars (\$5,000,000.00) for bodily injury or death to each person;
  - b.) Five million dollars (\$5,000,000.00) for property damage resulting from any one accident; and,
  - c.) Five million dollars (\$5,000,000.00) for all other types of liability;

2. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of one million dollars (\$1,000,000.00) for personal injury and property damage for each accident;
3. Workers' compensation with statutory limits; and,
4. Employer's liability insurance with limits of not less than one million dollars (\$1,000,000.00) per employee and per accident.

If the wireless carrier and/or wireless infrastructure provider is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this section.

**B. Excess or Umbrella Policies:** The coverages required by this section may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

**C. Copies Required:** The wireless carrier and/or wireless infrastructure provider shall provide copies of any of the policies required by this section to the Village within ten (10) days following receipt of a written request therefor from the Village.

**D. Maintenance And Renewal Of Required Coverages:** The insurance policies required by this section shall contain the following endorsement:

*It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until thirty (30) days after receipt by the Village, by registered mail or certified mail, return receipt requested, of a written notice addressed to the Village Administrator of such intent to cancel or not to renew.*

Within ten (10) days after receipt by the Village of said notice, and in no event later than ten (10) days prior to said cancellation, the wireless carrier and/or wireless infrastructure provider shall obtain and furnish to the Village evidence of replacement insurance policies meeting the requirements of this section.

**E. Self-Insurance:** A wireless carrier and/or wireless infrastructure provider may self-insure all or a portion of the insurance coverage and limit requirements required by subsection A of this section. A wireless carrier and/or wireless infrastructure provider that self-insures is not required, to the extent of such self-insurance, to comply with the requirement for the naming of additional insureds under subsection A of this section, or the requirements of subsections B, C and D of this section. A wireless carrier and/or wireless infrastructure provider that elects to self-insure shall provide to the Village evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limit requirements required under subsection A of this section, such as evidence that the utility is a "private self-insurer" under the workers' compensation act.

**F. Effect Of Insurance And Self-Insurance On Utility's Liability:** The legal liability of the wireless carrier and/ or wireless infrastructure provider to the Village and any person for any of

the matters that are the subject of the insurance policies or self-insurance required by this section shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.

**G. Insurance Companies:** All insurance provided pursuant to this section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with the licensee in the state of Illinois. (All insurance carriers and surplus line carriers shall be rated "A-" or better and of a class size "X" or higher by A.M. Best Company.)

#### **7-6-9: Indemnification:**

By installing a small cell antenna and/or small cell antenna facility in the right of way and/or on public property, a wireless carrier and/or wireless infrastructure provider shall be deemed to agree to defend, indemnify and hold the Village and its elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the wireless carrier and/or wireless infrastructure provider or its affiliates, officers, employees, agents, contractors or subcontractors in the construction and/or installation of facilities or occupancy of the rights of way and/or public property, and in providing or offering service over the equipment or facilities, whether such acts or omissions are authorized, allowed or prohibited by this chapter or by a franchise, license, or similar agreement; provided, however, that the wireless carrier and/or wireless infrastructure provider's indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses arising out of or resulting from the negligence, misconduct or breach of this chapter by the Village, its officials, officers, employees, agents or representatives.

#### **7-6-10: Security.**

**A. Purpose:** The permittee shall establish a security fund in a form and in an amount as set forth in this section. The security fund shall be continuously maintained in accordance with this section at the permittee's sole cost and expense until the completion of the work authorized under the permit. The security fund shall serve as security for:

1. The faithful performance by the permittee of all the requirements of this chapter;
2. Any expenditure, damage, or loss incurred by the Village occasioned by the permittee's failure to comply with any codes, rules, regulations, orders, permits and other directives of the Village issued pursuant to this chapter; and
3. The payment by permittee of all liens and all damages, claims, costs, or expenses that the Village may pay or incur by reason of any action or nonperformance by permittee in violation of this chapter including, without limitation, any damage to public property or restoration work the permittee is required by this chapter to perform that the Village must perform itself or have completed as a consequence solely of the permittee's failure to perform or complete, and all other payments due the village from the permittee pursuant to this chapter or any other applicable law.

**B. Form:** The permittee shall provide the security fund to the Village in the form, at the permittee's election, of cash, a surety bond in a form acceptable to the Village, or an unconditional letter of credit in a form acceptable to the Village. Any surety bond or letter of credit provided pursuant to this subsection shall, at a minimum:

1. Provide that it will not be canceled without prior notice to the Village and the permittee;
2. Not require the consent of the permittee prior to the collection by the Village of any amounts covered by it; and,
3. Shall provide a location convenient to the Village and within the state of Illinois at which it can be drawn.

**C. Amount:** The dollar amount of the security fund shall be sufficient to provide for the reasonably estimated cost to restore the property to at least as good a condition as that existing prior to the installation under the permit, as determined by the Village Director of Public Works, and may also include reasonable, directly related costs that the Village estimates are likely to be incurred if the permittee fails to perform such restoration.

**D. Withdrawals:** The Village, upon fourteen (14) days' advance written notice clearly stating the reason for, and its intention to exercise withdrawal rights under this subsection, may withdraw an amount from the security fund, provided that the permittee has not reimbursed the Village for such amount within the fourteen (14) day notice period. Withdrawals may be made if the permittee:

1. Fails to make any payment required to be made by the permittee hereunder;
2. Fails to pay any liens that are due and unpaid;
3. Fails to reimburse the Village for any damages, claims, costs or expenses which the Village has been compelled to pay or incur by reason of any action or non-performance by the permittee; or,
4. Fails to comply with any provision of this chapter that the Village determines can be remedied by an expenditure of an amount in the security fund.

**E. Replenishment:** Within fourteen (14) days after receipt of written notice from the Village that any amount has been withdrawn from the security fund, the permittee shall restore the security fund to the amount specified in subsection C of this section.

**F. Interest:** The permittee may request that any and all interest accrued on the amount in the security fund be returned to the permittee by the Village, upon written request for said withdrawal to the Village, provided that any such withdrawal does not reduce the security fund below the minimum balance required in subsection C of this section.

**G. Closing And Return Of Security Fund:** Upon completion of the work authorized under the permit, the permittee shall be entitled to the return of the security fund, or such portion thereof as remains on deposit, within a reasonable time after account is taken for all offsets necessary to compensate the Village for failure by the permittee to comply with any provisions of this chapter or other applicable law. In the event of any revocation of the permit, the security fund, and any

and all accrued interest therein, shall become the property of the Village to the extent necessary to cover any reasonable costs, loss or damage incurred by the Village as a result of said revocation, provided that any amounts in excess of said costs, loss or damage shall be refunded to the permittee.

**H. Rights Not Limited:** The rights reserved to the Village with respect to the security fund are in addition to all other rights of the Village, whether reserved by this chapter or otherwise authorized by law, and no action, proceeding or exercise of right with respect to said security fund shall affect any other right the Village may have. Notwithstanding the foregoing, the Village shall not be entitled to a double monetary recovery with respect to any of its rights which may be infringed or otherwise violated.

#### **7-6-11: Permit Suspension and Revocation.**

**A. Village Right To Revoke Permit:** The Village may revoke or suspend a permit issued pursuant to this chapter for one or more of the following reasons:

1. Fraudulent, false, misrepresenting, or materially incomplete statements in the permit application;
2. Noncompliance with this chapter;
3. Permittee's physical presence or presence of permittee's equipment, antennas, or appurtenances, on, over, above, along, upon, under, across, or within the rights of way or public property presents a direct or imminent threat to the public health, safety, or welfare; or,
4. Permittee's failure to install the equipment and/or appurtenances substantially in accordance with the permit and approved plans.

**B. Notice of Revocation or Suspension:** The Village shall send written notice of its intent to revoke or suspend a permit issued pursuant to this chapter stating the reason or reasons for the revocation or suspension and the alternatives available to permittee under this section.

**C. Permittee Alternatives upon Receipt of Notice of Revocation or Suspension:** Upon receipt of a written notice of revocation or suspension from the village, the permittee shall have the following options:

1. Immediately provide the Village with evidence that no cause exists for the revocation or suspension;
2. Immediately correct, to the satisfaction of the Village, the deficiencies stated in the written notice, providing written proof of such correction to the Village within five (5) working days after receipt of the written notice of revocation; or,
3. Immediately remove the equipment or appurtenances located on, over, above, along, upon, under, across, or within the rights of way or public property and restore the rights of way or public property to the satisfaction of the Village providing written proof of such removal to the Village within ten (10) days after receipt of the written notice of revocation.

The Village may, in its discretion, for good cause shown, extend the time periods provided in this subsection.

**D. Stop Work Order:** In addition to the issuance of a notice of revocation or suspension, the Village may issue a stop work order immediately upon discovery of any of the reasons for revocation set forth within subsection A of this section.

**E. Failure Or Refusal Of The Permittee To Comply:** If the permittee fails to comply with the provisions of subsection C of this section, the Village or its designee may, at the option of the Village: 1) correct the deficiencies; 2) upon not less than twenty (20) days' notice to the permittee, remove the subject equipment; or 3) after not less than thirty (30) days' notice to the permittee of failure to cure the noncompliance, deem them abandoned and property of the Village. The permittee shall be liable in all events to the Village for all costs of removal.

#### **7-6-12: Change of Ownership or Owner's Identity or Legal Status.**

**A. Notification of Change:** A wireless carrier and/or wireless infrastructure provider shall notify the Village no less than thirty (30) days prior to the transfer of ownership of any equipment in the right of way and/or on public property, or change in identity of the wireless carrier and/or wireless infrastructure provider. The new owner of the equipment shall have all the obligations and privileges enjoyed by the former owner under the permit, if any, and applicable laws, ordinances, rules and regulations, including this chapter, with respect to the work and equipment in the right of way.

**B. Amended Permit:** A new owner shall request that any current permit be amended to show current ownership. If the new owner fails to have a new or amended permit issued in its name, the new owner shall be presumed to have accepted, and agreed to be bound by, the terms and conditions of the permit if the new owner uses the equipment or allows it to remain on the Village's right of way.

**C. Insurance and Bonding:** All required insurance coverage or bonding must be changed to reflect the name of the new owner upon transfer.

#### **7-6-13: Cleanup and Restoration.**

The wireless carrier and/or wireless infrastructure provider shall remove all excess material and restore all property within ten (10) days after any portion of the rights of way are disturbed, damaged or destroyed due to construction or maintenance by the wireless carrier and/or wireless infrastructure provider, all to the satisfaction of the Village. The time period provided in this section may be extended by the Village Director of Public Works for good cause shown.

#### **7-6-14: Variances.**

**A. Request for Variance:** A wireless carrier and/or wireless infrastructure provider requesting a variance from one or more of the provisions of this chapter must do so in writing to the Village Director of Public Works as a part of the permit application. The request shall identify

each provision of this chapter from which a variance is requested and the reasons why a variance should be granted.

**B. Authority to Grant Variances:** The Village Director of Public Works shall decide whether a variance is authorized for each provision of this chapter identified in the variance request on an individual basis.

**C. Conditions for Granting of Variance:** The Village Director of Public Works may authorize a variance only if the wireless carrier and/or wireless infrastructure provider requesting the variance has demonstrated that:

1. One or more conditions not under the control of the wireless carrier and/or wireless infrastructure provider a special hardship that would make enforcement of the provision unreasonable, given the public purposes to be achieved by the provision; and,
2. All other designs, methods, materials, locations or facilities that would conform to the provision from which a variance is requested are impracticable in relation to the requested approach.

**D. Additional Conditions For Granting Of A Variance:** As a condition for authorizing a variance, the Village Director of Public Works may require the wireless carrier and/or wireless infrastructure provider requesting the variance to meet reasonable standards and conditions that may or may not be expressly contained within this chapter but which carry out the purposes of this chapter.

**E. Right to Appeal:** Any wireless carrier and/or wireless infrastructure provider aggrieved by any order, requirement, decision or determination, including denial of a variance, made by the Village Director of Public Works under the provisions of this chapter shall have the right to appeal to the Village Board, or such other board or commission as it may designate. The application for appeal shall be submitted in writing to the Village Clerk within thirty (30) days after the date of such order, requirement, decision or determination. The Village Board shall commence its consideration of the appeal at the board's next regularly scheduled meeting occurring at least seven (7) days after the filing of the appeal. The Village Board shall timely decide the appeal.

#### **7-5-15: Penalties.**

Any person who violates, disobeys, omits, neglects or refuses to comply with any of the provisions of this chapter shall be subject to fine in accordance with the penalty provisions of this code.

#### **7-5-16: Enforcement.**

Nothing in this chapter shall be construed as limiting any additional or further remedies that the village may have for enforcement of this chapter.

**SECTION TWO: GENERAL PROVISIONS**

**REPEALER:** All ordinances or portions thereof in conflict with this ordinance are hereby repealed.

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

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

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this \_\_\_ day of \_\_\_\_\_ 2016.

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

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

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

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS  
GEOFF PAYTON, STREETS & PROPERTIES SUPERVISOR  
**SUBJECT:** DISCUSSION: MICRO ANTENNA ORDINANCE  
**AGENDA:** JUNE 7, 2016 REGULAR BOARD MEETING  
**DATE:** MAY 31, 2016

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**ISSUE**

Should the Village Board pass an ordinance regulating the installation of micro antennas on Village owned property.

**DISCUSSION**

*This issue was previously discussed at the March 15, 2016 Committee of the Whole meeting. This report is a continuation of that discussion:*

The Village Attorney has drafted regulations regulating small cell antennas (or “micro antennas”) in the form of a draft ordinance. The ordinance was drafted by synthesizing the Village’s current permitting schedule largely pulled from section 7-5 and making the verbiage applicable to the current issue and omitting elements that were not. There are also a blanks where information needs to be finalized.

The Village Board also inquired as to whether the ordinance would be limited to wireless carriers, or would be broad enough to incorporate third-parties who may then work directly with the wireless carriers. This is a policy decision. In the current ordinance the term “wireless carrier” is used for ease of reference, but this is subject to change based upon the Village Board’s direction.

In addition, the Village Board also had a number of questions related to the technology of small cells such as whether trees or buildings would pose substantial interference. While many of the technology-specific questions are beyond Staff’s scope of expertise, the short answer is that macro cells are used to cover a large area, but are more subject to interference by things such as trees or buildings. In contract, micro cells are installed to fill these “gaps” left by macro cells and to provide additional network capacity in heavy traffic areas. While trees and buildings can weaken the signal of micro cells, they are generally sited in such a manner so as to ensure that the “clutter” located in the target coverage area is within acceptable limits.

Attached for your review is the draft ordinance. As this ordinance is only a draft, any feedback is welcome. The Village Attorney will be at the meeting to answer questions.

**COST**

At this point in the process, the only costs are fees associated with Village Attorney review.

**RECOMMENDATION**

The Village Board discuss the draft ordinance regarding micro antennas and direct Staff how to proceed.

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** DISCUSSION: REIMBURSEMENT FOR STAFF REVIEW TIME  
**AGENDA:** JUNE 7, 2016 COMMITTEE OF THE WHOLE MEETING  
**DATE:** JUNE 3, 2016

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**ISSUE**

Shall the Village Board consider setting rates for staff review time in connection with subdivision applications.

**DISCUSSION**

The Village Board last discussed this matter at its February 18, 2014 meeting when it adopted a Subdivision Ordinance amendment that modified the manner in which reimbursement for Village costs was applied to subdivision review and construction inspections and administration. The amendment included provisions for billing applicants for Village staff time but no hourly rates were proposed at the time. The Board directed staff to investigate a fair approach to reimbursement for staff review time.

In our survey of communities that bill for staff review services, a fully loaded hourly rate is the method of choice for billing purposes. The fully load rate includes actual wages and benefits that are the Village's costs. Implementation of this billing procedure will require some level of time keeping by Village staff during their review of applications or administration of construction of improvements in the subdivision. The proposed rates are for the current year. It is staff's position to update the staff billing rates annually.

**ATTACHMENTS**

- Staff billing rates

**COSTS**

There are no costs associated with the discussion.

**RECOMMENDATION**

That the Village Board provide staff with direction to prepare necessary changes to the Fees Resolution by adding staff hourly rates for billing purposes.

STAFF BILLING RATES

Administration .....	\$ 80.00
Public Works .....	\$ 70.00
Police .....	\$ 70.00
Community Development .....	\$ 65.00

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** DISCUSSION: BUSINESS ZONING COMPLIANCE REGISTRATION APPLICATION FORM  
**AGENDA:** JUNE 7, 2016 COMMITTEE OF THE WHOLE MEETING  
**DATE:** JUNE 3, 2016

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**ISSUE**

Shall the Village Board consider an application form for the proposed business zoning compliance registration requirement.

**DISCUSSION**

The Village Board last discussed this matter at its May 3, 2016 meeting when it asked staff to prepare the requisite application form for the Board to review before taking action on the proposed Zoning Ordinance amendment that would establish a business zoning compliance registration requirement.

The proposed application form is designed to collect basic information about the business and contact information. After the Board's input, staff will review the form with representatives from the Chamber of Commerce.

**ATTACHMENTS**

- Business zoning compliance registration application form

**COSTS**

There are no costs associated with the discussion.

**RECOMMENDATION**

That the Village Board provide staff with direction to prepare necessary changes to the proposed application form and Zoning Ordinance amendment.



# ZONING COMPLIANCE REGISTRATION APPLICATION

The following information is required of all businesses located in Sugar Grove, in accordance with Ordinance No. 2016-0607A. The zoning compliance registration application is required to be completed annually.

PLEASE PRINT OR TYPE RESPONSES

## PART 1—BUSINESS INFORMATION

BUSINESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CORPORATE NAME, if different: \_\_\_\_\_

ILLINOIS RETAILER OCCUPATIONAL  
TAX NUMBER (if applicable):

DESCRIPTION OF BUSINESS: \_\_\_\_\_

Are you relocating to Sugar Grove?    Y     N   
*If yes, please provide previous address:* \_\_\_\_\_

Does this business have other locations? Y     N     If so, how many?

*Please provide the address of one other location:* \_\_\_\_\_

NUMBER OF EMPLOYEES:    FT     PT     How many employees are Sugar Grove residents?

HOURS OF OPERATION:    M \_\_\_\_\_ T \_\_\_\_\_ W \_\_\_\_\_ R \_\_\_\_\_ F \_\_\_\_\_ S \_\_\_\_\_ S \_\_\_\_\_

## PART 2—CONTACT INFORMATION

*Check person to be contacted 24 hours in emergencies*

BUSINESS OWNER

MANAGER, if Owner not on premises

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PROPERTY MANAGEMENT COMPANY, if applicable

OTHER EMERGENCY CONTACT, if any

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

EMAIL: \_\_\_\_\_



# ZONING COMPLIANCE REGISTRATION APPLICATION

PLEASE PRINT OR TYPE RESPONSES

## PART 3—BUSINESS PREMISES INFORMATION

Square footage of space occupied by your business: \_\_\_\_\_

Does premises have an alarm system? . . . . . Y  N  If yes, what type? Fire  Theft

Name of alarm company and emergency phone: \_\_\_\_\_

Does premises have video surveillance cameras? Y  N  If yes, what type? Interior  Exterior

Do the cameras have data recorders? . . . . . Y  N  If yes, what is the retention period? \_\_\_\_\_

Is there a guard dog on premises? . . . . . Y  N

Is there a safe on premises? . . . . . Y  N

Interior lights on after closing? . . . . . Y  N  If so, how long after closing? \_\_\_\_\_

Amusement devices on premises? . . . . . Y  N  If yes, how many?

Vending machines on premises? . . . . . Y  N  If yes, how many?

Video gaming machines on premises? . . . . . Y  N  If yes, how many?

Selling tobacco products? . . . . . Y  N

Does business include selling or preparing food? Y  N

Does premises have fire sprinkler system? . . . . . Y  N

Are there hazardous materials on the premises? Y  N  If yes, please identify: \_\_\_\_\_

## WEBSITE BUSINESS DIRECTORY

Business contact information, business description and logo/photo can be posted on the Village's Business Directory at your discretion. Would you like the Village to post your business on the Village's Business Directory? Y  N

I understand any misrepresentations submitted maybe cause for denial and revocation of the Zoning Compliance Registration. The undersigned does hereby state under penalties of perjury that all statements in the foregoing application are true and correct; that the person(s) applying for such registration are all of good moral character and have not been convicted of a felony; that if the registration is granted hereunder, the undersigned will review the Village of Sugar Grove Village Code, the Illinois State Compiled Statutes and the Laws of the United States of America and is not disqualified by reason of any matter or thing contained in this document.

SIGNATURE OF APPLICANT: \_\_\_\_\_ PRINTED NAME: \_\_\_\_\_

DATE COMPLETED: \_\_\_\_\_

PENALTY: Any person found liable/guilty by a preponderance of evidence of a violation of the Village Code relating to this compliance registration, in an administrative/judicial hearing shall be subject to a Class I fine, plus applicable hearing costs, as provided in Section 11-13-8 of the Village Code.

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** DISCUSSION: ZONING ORDINANCE TEXT AMENDMENT (LOT COVERAGE, ACCESSORY USES, *ET AL*)  
**AGENDA:** JUNE 7, 2016 COMMITTEE OF THE WHOLE MEETING  
**DATE:** JUNE 3, 2016

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**ISSUE**

Should the Village Board amend the Zoning Ordinance to clarify regulations affecting accessory structures and uses.

**DISCUSSION**

The Zoning Ordinance defines many terms related to the development and use of land. The text amendment is intended to provide definitions that more clearly define certain terms.

The Zoning Ordinance regulates the maximum amount of land that may be covered by buildings, structures or any impervious surface (lot coverage). The purpose of this regulation is to require a percentage of open space on the zoning lot for aesthetic and storm water runoff/absorption purposes. In applying the current Zoning Ordinance, staff found that there is an inconsistency in language in the regulation of Maximum Lot Coverage which may cause confusion in the administration of the Zoning Ordinance. This amendment would eliminate that confusion and provide a consistent regulatory language throughout the Zoning Ordinance. This amendment does not change the requirements of the zoning districts.

The Zoning Ordinance regulates the establishment of accessory uses that are customary and incidental to the principal use of a zoning lot. The Zoning Ordinance also regulates the construction of accessory structures and buildings that are incidental to the principal building on a zoning lot. These regulations establish the location on the zoning lot where accessory uses, structures and buildings may be constructed and maintained. The current ordinance requirements are not as clear as they could be. In some cases, the ordinance language is conflicting.

This amendment clarifies the standards for establishing accessory uses, structures, and buildings on a zoning lot. A chart is prepared with the purpose of making the ordinance regulation as clear as possible. This chart lists each anticipated accessory use, structure, and building and the regulations for placement on a zoning lot. The list of accessory uses, accessory structures, and accessory buildings is identical to the current chart that indicated permission to establish by zoning district.

The definition of "sight triangle" is improved and an illustration is added to better explain the requirement.

“Parks” and “conservation areas” are permitted uses in all of the zoning districts except the A-1 and M-1 Districts. The proposed amendment will provide consistency among the zoning districts and provide definitions for these terms.

The Planning Commission held public hearings for all of the amendments and agreed the amendments would bring clarity to the regulations and recommended the Village Board approve the amendments.

#### **ATTACHMENTS**

- Planning Commission Recommendation PC16-04
- Planning Commission Recommendation PC16-05
- Ordinance Amending Title 11 (Zoning Ordinance) of the Village Code

#### **COSTS**

The Village’s cost associated with the proposed action include the public hearing notice publication.

#### **RECOMMENDATION**

That the Village Board provide input and direction to Village staff in order to prepare the adoption Ordinance.

**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**  
**PC16-04**

**TO:** Village President and Board of Trustees  
**FROM:** Plan Commission  
**DATE:** Meeting of May 17, 2016  
**CASE FILE:** **16-004**  
**Zoning Ordinance Amendment—Lot Coverage, Accessory Structures, et al**

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**PROPOSAL**

In the course of administering the Zoning Ordinance, the Community Development Department has identified several areas of the Zoning Ordinance that need to be addressed or clarify regulations or definitions, and to fortify regulations pertaining to enforcement of the regulations.

The Community Development Department proposes a number of modifications of definitions and regulations related to lot coverage, accessory structures, day care services, and adding an illustration for "sight triangle."

**PUBLIC COMMENT**

The Planning Commission held a public hearing on May 17, 2016 concerning the proposed amendments. No objectors were present.

**EVALUATION & DISCUSSION**

(1) The Zoning Ordinance defines many terms related to the development and use of land. It is important that a zoning ordinance define as closely as possible a community's regulatory intention. The text amendment is intended to provide definitions that more clearly define certain terms.

(2) The Zoning Ordinance regulates the maximum amount of land that may be covered by buildings, structures or any impervious surface. The purpose of this regulation is to require a percentage of open space on the zoning lot for aesthetic and storm water runoff/absorption purposes. In reviewing the current Zoning Ordinance, staff has found that there is an inconsistency in language in the regulation of Maximum Lot Coverage which may cause confusion in the administration of the Zoning Ordinance. This amendment would eliminate that confusion.

This amendment is intended to provide a consistent regulatory language throughout the zoning ordinance. This amendment does not change the requirements of the zoning districts. In each individual zoning district, the maximum lot coverage statement will read as follows: "The maximum lot coverage shall not exceed \_\_\_ percent (\_\_\_%)". This is the current language found in the E-1 Estate Residential District.

(3) The Zoning Ordinance regulates the establishment of accessory uses that are customary and incidental to the principal use of a zoning lot. The Zoning Ordinance also regulates the construction of accessory structures and buildings that are incidental to the principal building on a zoning lot. These regulations establish the location on the zoning lot where these uses, structures and buildings may be constructed and maintained. The current ordinance requirements are not as clear as they could be. In some cases, the ordinance language is conflicting.

This amendment clarifies the design standards for establishing accessory uses, structures, and buildings on a zoning lot. Staff created a chart with the purpose of making the ordinance regulation as clear as possible. This chart lists each anticipated accessory use, structure, and building and the regulations for placement on a zoning lot. The list of accessory uses, accessory structures, and accessory buildings is identical to the current chart that indicated permission to establish by zoning district.

This amendment adds an illustration to the section that regulates Vision Clearance in order to better explain the requirement.

This amendment clarifies home day care services as a permitted home occupation. The intention is to make it clear that a home daycare operation must comply with state licensing requirements and is limited to eight children.

The Plan Commission discussed the proposed amendments and agreed the changes would bring clarity to the regulations for lot coverage and accessory structures and uses. There is no substantive change to the regulations with the adoption of the proposed amendments. But the amendments will make administration of the Zoning Ordinance easier for staff and users alike.

### **RECOMMENDATION**

The Plan Commission recommends the Village Board approve the zoning amendments described in Exhibit A, attached hereto and made a part hereof by this reference.

AYES: B. Sabo, G. Walker, J. Gudendorf, H. Lindi, I. Oschenshlager,  
and J. Ekert  
NAYS: None  
ABSENT: L. Jones

## **EXHIBIT A**

The amendments are described below.

### **11-3-2: DEFINITIONS:**

Additions are underlined. Deletions are ~~struck out~~.

~~ACCESSORY USE, ACCESSORY STRUCTURE, OR ACCESSORY BUILDING: A use or structure or building which:~~

- ~~A. Is subordinate to and serves a principal building or principal use.~~
- ~~B. Is subordinate in area, extent of use or purpose to the principal building or principal use served.~~
- ~~C. Is commonly associated with, integrally related to, and/or customarily incidental to the principal building or principal use served.~~

ACCESSORY BUILDING: a building which is subordinate in area, extent and purpose to the principal building on the same zoning lot. Accessory buildings may include, but are not limited to; a detached garage or shed.

ACCESSORY STRUCTURE: A structure which is subordinate in area, extent and purpose to the principal building on the same zoning lot. Accessory structures may include, but are not limited to; decks, off-street parking facilities or fences.

ACCESSORY USES: A use that is customarily incidental and subordinate to the principal use of a lot or building located on the same zoning lot.

~~BUILDING: Any structure that is substantially enclosed by exterior walls; has a roof supported by columns or walls; and is intended for the shelter, housing, or enclosure of any individual, animal, process, equipment, goods, or materials of any kind.~~

~~ENCROACHMENT: Any obstruction or illegal or unauthorized intrusion in a delineated floodway, right of way, or on adjacent land. The extension or placement of any structure or component of a structure into a required yard.~~

~~LOT COVERAGE: The part or percent of the lot occupied by buildings or structures, including accessory buildings or pavements.~~

LOT COVERAGE: The part or percent of the lot occupied by all accessory uses, accessory structures, and accessory buildings, together with all principal buildings, principal structures, and impervious surfaces.

~~LOT LINE, FRONT: The lot line separating a lot from the street right of way, other than a corner lot line. In the case of a corner lot, the shorter of the two lot lines adjoining street lot lines is the front lot line. In the case of a through or double frontage lot, the front lot line is the lot line which has been designated as the front lot line by the majority of the other zoning lots on the same block.~~

SETBACK FRONT: The minimum horizontal distance between the street right of way line (or front lot line and/or corner side lot line) of a lot and the nearest wall of a building or structure on a zoning lot, adjoining such right of way or lot line.

SETBACK, INTERIOR: The minimum horizontal distance between the interior lot line and the nearest wall of a building or structure on a zoning lot.

SETBACK, REAR: The minimum horizontal distance between the rear lot line and the nearest wall of a building or structure on a zoning lot.

YARD, CORNER SIDE: A space extending the full width of the lot between any building and the corner side lot line, and measured perpendicular to the building at the closest point to the corner side lot line. Such corner side yard is unoccupied and unobstructed from the ground upward, except as may be permitted elsewhere in this zoning ordinance.

YARD, SIDE OR INTERIOR SIDE: A space extending from the front yard to the rear yard between the principal building and the interior side lot line, measured perpendicular from the interior side lot line to the closest point of the principal building. Such side yard is unoccupied and unobstructed from the ground upward, except as may be permitted elsewhere in this zoning ordinance.

#### **11-4-7: ACCESSORY USES, STRUCTURES, AND BUILDINGS:**

- A. Compliance: All accessory uses, accessory structures, and accessory buildings shall comply with the requirements of the district in which they are located. No accessory use, accessory structure, or accessory building shall be established or erected on a lot or zoning lot prior to the establishment or erection of the principal use or principal building to which it is accessory. No existing accessory use, accessory structure, or accessory building may be expanded or extended, except in compliance with all of the regulations of this title.
- B. Applicable Structures: Where an accessory building ~~or the following accessory structures: commercial mechanical equipment, carports, tree houses, pergolas, arbors, trellises, gazebos, and decks~~ is structurally attached to a principal building ~~or located within ten feet (10') of a principal building, they shall be subject to, and it~~ must conform to all regulations of this title applicable to the principal building.
- C. Use As A Dwelling: No accessory use, accessory structure, or accessory building may be used as a dwelling. (Ord. 2011-07-05B, 7-5-2011)
- D. District Permissions: The following are allowed and special accessory uses, accessory structures, and accessory buildings when located in compliance with this chapter and the regulations of the zoning district in which they are located:

## ACCESSORY USE, STRUCTURE, OR BUILDING PERMISSION LIST

Key:

A	=	Allowed	D1	=	Not allowed for type 1 uses, special for type 2 uses
S	=	Special	D2	=	Special for type 1 uses, allowed for type 2 uses
N	=	Not Allowed			

	A-1	E-1	R-1	R-2	R-3	SR	B-1	B-2	B-3	BP	M1	I-1
Accessory uses:												
Commercial outdoor dining	N	N	N	N	N	N	A	A	A	N	N	N
Commercial outdoor display	S	N	N	N	N	N	S	S	S	S	S	S
Commercial outdoor sales	S	N	N	N	N	N	S	S	S	S	S	S
Commercial outdoor storage (including vehicles, equipment, materials, etc.)	A	N	N	N	N	N	S	A	A	S	A	S
Drive-throughs	N	N	N	N	N	N	N	S	S	N	N	N
Home occupations	As per section <a href="#">11-4-17</a> of this chapter											
Lighted recreational courts	S	S	S	S	S	S	S	S	S	S	S	S
Loading areas	A	N	N	N	S	D1	A	A	A	A	A	A
Recreational courts (basketball, volleyball, etc.)	A	A	A	A	A	A	S	S	S	S	SA	SA
Accessory structures:												
Awnings and canopies	A	A	A	A	A	A	A	A	A	A	A	A
Balconies	A	A	A	A	A	A	A	A	A	A	A	A
Bay windows	A	A	A	A	A	A	A	A	A	A	A	A
<del>Carports</del>	<del>A</del>	<del>A</del>	<del>A</del>	<del>A</del>	<del>S</del>	<del>A</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>
Cart corrals	N	N	N	N	N	N	N	A	A	N	N	N
Children's playhouses and playground equipment	A	A	A	A	SA	N	S	S	S	N	N	N
Children's tree houses	A	A	A	A	SA	N	N	N	N	N	N	N
Chimneys	A	A	A	A	A	A	A	A	A	A	A	A
Clotheslines for laundry	A	A	A	A	A	A	N	N	N	N	N	N

Commercial communications antennas and satellite dishes, including all transmitting, except for amateur radio	S	S	S	S	S	S	S	S	S	S	S	S	S
Commercial mechanical equipment (including generators, air conditioners, etc.)	A	N	N	N	S	D1	A	A	A	A	A	A	A
Decks	A	A	A	A	A	A	S	S	S	S	S	S	S
Dispensing cabinets (including ice, propane tank, etc.)	N	N	N	N	N	N	N	A	A	A	A	A	A
<del>Donation boxes</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>
Eaves and gutters	A	A	A	A	A	A	A	A	A	A	A	A	A
Fences, walls	As per section 11-4-13 of this chapter												
Fuel or gas tanks (including above and below ground)	S	N	N	N	N	N	N	S	S	N	S	S	S
Gardens (vegetable, crop)	A	A	A	A	A	A	S	S	S	S	S	S	S
Hot tubs and outdoor spas	A	A	A	A	A	A	N	N	N	N	N	N	N
Kennels, dog runs	A	A	A	A	A	A	S	S	S	S	S	S	S
Loading docks	S	N	N	N	S	D1	A	A	A	A	A	A	A
Mailboxes	A	A	A	A	A	A	A	A	A	A	A	A	A
<del>Monuments</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>S</del>						
Nonresidential off street parking lots and drive aisles and driveways	A	N	N	N	N	N	A	A	A	A	A	A	A
Ornamental towers, scenery lofts, monuments, domes, spires, steeples, and water towers	A	A	A	A	A	A	A	A	A	A	A	A	A
Outdoor fireplaces and ovens	A	A	A	A	A	A	NA	NA	NA	NA	N	N	N
Parking lot light poles	A	S	S	S	A	D2	A	A	A	A	A	A	A
Patios, sidewalks	A	A	A	A	A	A	A	A	A	A	A	A	A
<del>Pergolas, arbors, trellises, and gazebos</del>	A	A	A	A	A	A	A	A	A	A	A	A	A
Phone booths	N	N	N	N	N	N	N	A	A	N	N	N	N
Picnic benches	A	A	A	A	A	A	A	A	A	A	A	A	A
Ponds	A	A	A	A	A	A	S	S	S	S	S	S	S
Recreational equipment (including basketball hoops, trampolines, etc.)	A	A	A	A	A	A	A	S	S	S	A	A	A

Residential communications antennas (TV, radio, etc.) and satellite dishes, including amateur radio	A	A	A	A	A	A	A	A	A	A	A	A
Residential mechanical equipment (including generators, air conditioners, etc.)	A	A	A	A	A	A	A	A	A	A	A	A
Residential off street parking areas and driveways	A	S A	S A	S A	A	D2	N	N	N	N	N	N
Signs, flags, and flagpoles	As per chapter 14 of this title											
Single bay car wash	N	N	N	N	N	N	N	S	S	S	S	S
Stairs, steps	A	A	A	A	A	A	A	A	A	A	A	A
Swimming pools	A	A	A	A	A	A	N	S	S	N	N	N
Trash dumpster enclosures	A	N	N	N	N	D2	A	A	A	A	A	A
Vending machines (including pop, DVD, newspaper, etc.)	N	N	N	N	N	N	A	A	A	A	A	A
Wind turbines	As per section 11-4-20 of this chapter											
Accessory buildings:												
<del>Animal</del> Dog house	A	A	A	A	A	N	S	S	S	S	S	S
Carport	A	A	A	A	A	A	N	N	N	N	N	N
Fuel canopies	N	N	N	N	N	N	N	S	S	N	S	S
Garages	A	A	A	A	A	A	S	S	S	S	S	S
Gazebo	A	A	A	A	A	A	A	A	A	A	A	A
Greenhouses	A	A	A	A	S	S	S	S	S	S	S	S
Guard shacks	S	S	N	N	S	S	N	S	S	S	S	S
Guest homes	S	S	N	N	N	N	N	N	N	N	N	N
Private stables	A	A	N	N	N	N	N	N	N	N	N	N
Sheds	A	A	A	A	A	A	S	S	S	S	S	S
Storage buildings	A	A	A	A	A	A	S	S	S	S	S	S
Uses and buildings accessory to college, university, and school operations	N	N	N	N	N	N	S	S	S	S	S	S
Uses and buildings accessory to farm operations	A	N	N	N	N	N	N	N	N	N	N	N

All accessory uses, accessory structures, and accessory buildings may require a building permit depending on the work involved. The above list is not to be used to determine whether or not a building permit is required.

Other accessory uses, accessory structures, or accessory buildings which, in the opinion of the community development director or his/her designee, are similar to the uses listed in this section, and are otherwise consistent with the comprehensive plan and zoning for the district in which said use is sought may be allowed or allowed with a special accessory use.

Items which are listed in subsection 11-4-8C of this chapter are not eligible to be treated as an accessory use, accessory structure, or accessory building.

Use of an accessory building shall not constitute a second principal building on a lot. (Ord. 2014-08-05B, 8-5-2014)

~~E. Yards: No accessory use, accessory structure, or accessory building shall encroach upon a required: front yard of any lot, corner side yard of a lot abutting a street; or the rear yard of a through lot (double frontage lot), with the following exceptions:~~

~~All yards: awnings and canopies, steps (4 feet or less above grade which are necessary for access to a permitted building or for access to a zoning lot from a street or alley), chimneys (which project 3 feet or less into the required minimum yard), bay windows (one-story, which project 3 feet or less into the minimum required yard), arbors and trellises, overhanging eaves and gutters (which project 3 feet or less into the minimum required yard), nonresidential off-street parking lots and drive aisles and driveways, residential off-street parking areas and driveways, parking lot light poles, commercial outdoor dining, commercial outdoor display, commercial outdoor sales, patios and sidewalks, cart corrals, mailboxes, dispensing cabinets, phone booths, gardens, and ponds.~~

~~Front and corner side yards: open patios and decks (not over 3 feet above the average level of the adjoining ground, provided they do not extend more than 5 feet into the minimum required yard)~~

~~Rear yards of through lots: balconies, open patios or decks (provided they are not over 3 feet above the average level of the adjoining ground and located at least 5 feet from any property line), recreational equipment, clotheslines for laundry, mechanical equipment (including ground supported air conditioning units which extend not more than 4 feet into the minimum required yard).~~

~~Allowable yards for fences and walls, signs, flags, and flagpoles, small solar energy systems, and small wind energy systems shall be regulated by their respective chapters of this zoning ordinance.~~

~~In cases where the principal building is set back farther from the front/corner side property line than the required setback, the actual setback shall serve as boundary between the front/corner side yard for accessory use, accessory structure, and accessory building purposes.~~

~~In the residential districts, accessory uses and accessory buildings may only be located in the rear yard, except for garages and sheds which may be located in both side and rear yards.~~

~~Residential mechanical equipment (including ground supported air conditioning units) shall not extend more than four feet (4') into any required yard.~~

E. Height: No accessory use, accessory structure, or accessory building shall exceed the height of ~~one story or~~ fifteen feet (15'), with the following exceptions:

1. Private stables shall not exceed the height of twenty five feet (25').
2. Uses and buildings accessory to farm operations shall not exceed the height of twenty five feet (25').
3. Sign and flagpole height shall be regulated by chapter 14 of this title.

4. Fence, wall, and trash enclosure height shall be regulated by section 11-4-13 of this chapter. Trash enclosures must be a minimum of six feet (6') in height.
5. Small wind energy system height shall be regulated by section 11-4-20 of this chapter.
6. Small solar energy system height shall be regulated by section 11-4-21 of this chapter.
7. Parking lot light pole height shall be regulated by subsection 11-12-3H3 of this title.
8. Chimneys, ornamental towers, scenery lofts, monuments, domes, spires, steeples, water towers, mechanical equipment, and residential communications antennas may be erected to their customary height, regardless of the height limitations of the zoning district in which they are located.
9. ~~Commercial communications antennas height shall be regulated by the special accessory structure review.~~

F. ~~Setbacks: Accessory buildings and the following accessory structures: commercial mechanical equipment, carports, tree houses, pergolas, arbors, trellises, gazebos, and decks shall be located at least five feet (5') from any property line and if not structurally attached to the principal building shall be located at least ten feet (10') from the principal building and any other such accessory building or structure.~~

~~Accessory buildings in the E-1 district shall be located at least ten feet (10') from a side or rear property line.~~

Detached Accessory buildings must be setback a minimum of five feet (5') from any property line in all zoning districts with the exception of the E-1 Estate Residential District. Detached accessory buildings located within the E-1 Estate Residential District must be setback a minimum of ten feet (10') from any lot line.

Detached Accessory buildings must be located a minimum of ten feet (10') from any other building on a zoning lot.

Accessory uses, accessory structures, and accessory buildings shall be allowed in easements as follows:

1. The easement is a minor drainageway (only draining the immediate adjacent lots);
2. The easement contains no public utilities such as storm sewer, sanitary sewer, or water main; and
3. There shall be no construction within five feet (5') of the property line to accommodate drainage along the common lot line and allow for any future construction of minor utilities such as cable and street lighting.

~~Small wind energy system and small solar energy system setback requirements shall be regulated by their respective chapters of this zoning ordinance. (Ord. 2012-12-18, 12-18-2012)~~

G. Lot Coverage/Area/Total Number: All accessory uses, accessory structures, and accessory buildings, together with ~~any~~ all principal buildings ~~or~~ and principal uses and ~~paved areas~~ impervious surfaces shall not exceed the maximum lot coverage requirement for the district within which they are located.

Each accessory building located on a residential zoned lot may not exceed one thousand (1,000) square feet or seventy percent (70%) of the footprint of the principal building, whichever is less, unless otherwise approved pursuant to the issuance of a special accessory use.

There shall be no more than three (3) accessory buildings on any lot in the village, unless otherwise approved pursuant to the issuance of a special accessory use.

- A. Surfaces: The following accessory uses and accessory structures require paved surfaces: loading areas, drive-throughs, commercial outdoor sales, commercial outdoor dining, commercial outdoor display, commercial outdoor storage, carports, cart corrals, residential off street parking areas and driveways, trash dumpster enclosures, commercial mechanical equipment, residential mechanical equipment, nonresidential off street parking areas, drive aisles, and driveways, loading docks, fuel or gas tanks, hot tubs and outdoor spas, single bay car wash, fuel canopies, guard shacks, dispensing cabinets, vending machines, and phone booths. Trash dumpster enclosures shall utilize a concrete surface.

~~The following accessory buildings may not be located on paved nonresidential off street parking areas, drive aisles, and driveways: garages, sheds, storage buildings, and greenhouses.~~

~~Cart corrals may be located in paved areas, but may not be placed over required parking spaces.~~

- I. Accessory Building Materials: Building materials of accessory buildings shall generally match the materials of the principal building.

- J. Screening/Fencing: The following accessory uses and accessory structures require landscape screening in addition to the standard landscaping on any lot: loading areas, drive-throughs, outdoor storage, outdoor dining, trash dumpster enclosures, mechanical equipment, loading docks, single bay car washes, aboveground fuel or gas tanks, and on nonresidential lots: garages, sheds, and storage buildings. Landscape screening shall consist of one evergreen shrub (minimum 6 feet in height) for every five feet (5') in horizontal distance around the perimeter of the accessory building, accessory use or accessory structure. Additional landscaping for these accessory uses and accessory structures may be required to address performance standards of the BP and M-1 districts.

Loading areas and loading docks shall be designed to be screened from view from public rights of way and other private properties by the building or wing walls.

Trash dumpsters shall be fully enclosed by masonry walls (i.e., a trash dumpster enclosure).

Cart corrals located within twenty five feet (25') of the principal building require minimum four foot (4') screening walls that match the principal building.

The following accessory uses and accessory structures require fencing: outdoor storage and aboveground fuel or gas tanks.

- K. Parking: The following accessory uses and accessory buildings require parking in addition to the principal building: commercial outdoor dining, commercial outdoor sales, drive-throughs, garages, guard shacks, guest homes, ~~and~~ greenhouses, and home occupations. Please refer to section 11-12-5 of this title for the specific requirements.

- L. Minimum Size: Unless listed as an accessory use, accessory structure, or accessory building, any item under one cubic yard in size shall not be considered an accessory use, accessory structure, or accessory building.

- M. Other Requirements: Any permitted or special accessory use that involves outdoor sales shall only be conducted during ~~the hours provided in subsection 4-5-2J of this code or the regular business hours of the principal use of the zoning lot in question (whichever is greater).~~

Dispensing cabinets, vending machines, phone booths, and ~~the like~~ similar uses are limited to designated paved areas that do not obstruct sidewalks, parking spaces, or other areas designed for other requirements as identified on an approved site plan. There may be no more than three (3) of these in total per zoning lot and they must include ~~owner and~~ owner contact information. ~~If the vending machine is owned by a party other than the property owner, a signed letter from~~

~~either the property owner or their authorized representative, for the property on which the activity is to take place shall be presented at the time the temporary use permit is requested.~~

Commercial outdoor sales, commercial outdoor display, and commercial outdoor dining shall be limited to designated paved locations as identified on an approved site plan.

Private stables for use by residents and their guests are limited to one horse for the first forty thousand (40,000) square feet of land area, and one additional horse for each additional twenty thousand (20,000) square feet of land area.

Loading areas and loading docks shall be designed and located to eliminate maneuvering in public rights of way.

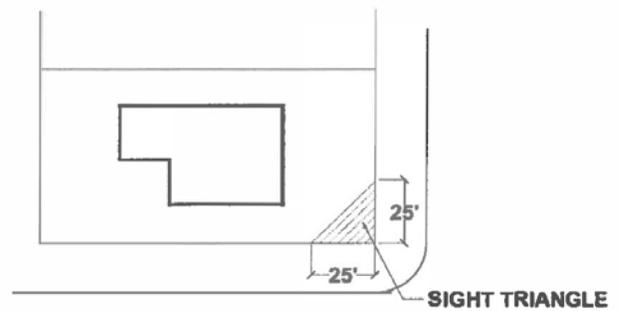
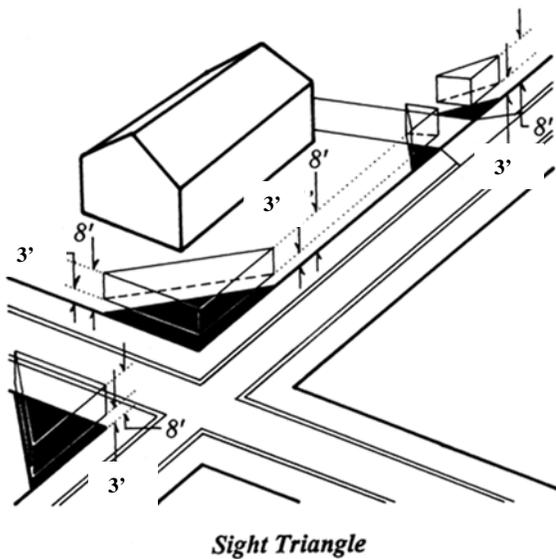
- N. Special Accessory Use Submittal And Fee: Special accessory uses shall meet the standards of regular special uses as described in section 11-13-12 of this title. However, a public hearing is not required. The requests may be approved, approved with conditions, or denied by the plan commission.

A submittal for one or more special accessory uses may be made to the community development department on forms provided and amended from time to time by the community development department.

A fee shall be charged for special accessory uses. The fee shall be set by separate resolution of the village as may be amended from time to time. (Ord. 2011-07-05B, 7-5-2011)

**11-4-11: VISION CLEARANCE SIGHT TRIANGLE, CORNER LOTS/SERVICE DRIVES:**

- A. At the intersection of all streets, or the intersection of any service entrance drive from a street to a zoning lot, line of sight easements shall be established within the triangular area formed:
  - 1. At the intersection of any two (2) street right of way lines; and/or
  - 2. The intersection of any street right of way line with any service entrance drive.
- B. The "line of sight easement-sight triangle" shall be defined as a line drawn between such right of way lines and/or such right of way line and service entrance drive line, at a distance along such lines of twenty five feet (25') from the point of intersection
- C. No obstructions shall be erected, planted, or allowed to grow in the sight triangle so as to limit or obstruct the sight distance of motorists and pedestrians. The area between three (3) feet and eight (8) feet above grade is to be free and clear of obstructions. shall be permitted within the above vision clearance easements sight triangle that exceed three (3) feet in height above grade, except mature street trees. This includes, but is not limited to, buildings, fences and walls, loading and open storage, plant material, play equipment, and parking structures. (Ord. 2002-01-15B, 1-15-2002)



**11-4-12: PERMITTED YARD OBSTRUCTIONS:**

P=Permitted NP= Not Permitted

		<b>Front and Corner Yard</b>	<b>Interior Side Yard</b>	<b>Rear Yard</b>
Accessory uses:				
	Commercial outdoor dining	P Minimum pavement setback	P Minimum pavement setback	P Minimum pavement setback
	Commercial outdoor storage (including vehicles, equipment, materials, etc.)	N	P Minimum pavement setback	P Minimum pavement setback
	Loading areas	P Minimum pavement setback	P Minimum pavement setback	P Minimum pavement setback
	Recreational courts (basketball, volleyball, etc.)	N	P Minimum 5 feet	P Minimum 5 feet
Accessory structures:				
	Awnings and canopies	P Maximum 36 inches into building setback	P Maximum 36 inches into building setback	P Maximum 36 inches into building setback
	Balconies (must be 4 feet above grade)	P Maximum 24 inches into building setback	P Maximum 24 inches into building setback	P Maximum 24 inches into building setback
	Bay windows	P Maximum 36 inches into building setback	P Maximum 36 inches into building setback	P Maximum 36 inches into building setback
	Cart corrals	P Minimum pavement setback	P Minimum pavement setback	P Minimum pavement setback
	Children's playhouses and playground equipment	N	P Minimum 5 feet	P Minimum 5 feet
	Children's tree houses	N	P Minimum 5 feet	P Minimum 5 feet
	Chimneys	P Maximum 36 inches into building setback	P Maximum 36 inches into building setback	P Maximum 36 inches into building setback
	Clotheslines for laundry	N	P Minimum 5 feet	P Minimum 5 feet
	Commercial mechanical equipment (including generators, air conditioners, etc.)	N	P Maximum 4 feet into building setback	P Maximum 4 feet into building setback

	Decks (Maximum 4 feet above grade) (4 feet or more above grade is considered a "Balcony")	N	P Minimum 5 feet	P Minimum 5 feet
	Dispensing cabinets (including ice, propane tank, etc.)	P Maximum 4 feet into building setback	P Maximum 4 feet into building setback	P Maximum 4 feet into building setback
	Eaves and gutters	P Maximum 2 feet into building setback	P Maximum 2 feet into building setback	P Maximum 2 feet into building setback
	Fences, walls	P 11-4-13 requirements	P 11-4-13 requirements	P 11-4-13 requirements
	Gardens (vegetable, crop)	P	P	P
	Hot tubs and outdoor spas	N	P Minimum 5 feet	P Minimum 5 feet
	Kennels, dog runs	N	P Minimum 5 feet	P Minimum 5 feet
	Loading docks	N	P Minimum building setback	P Minimum building setback
	Mailboxes	P	N	N
	Nonresidential off street parking lots and drive aisles and driveways	P Minimum pavement setback	P Minimum pavement setback	P Minimum pavement setback
	Ornamental towers, scenery lofts, monuments, domes, spires, steeples, and water towers	N	P Minimum 5 feet	P Minimum 5 feet
	Outdoor fireplaces and ovens	N	P Minimum 5 feet	P Minimum 5 feet
	Parking lot light poles	P Minimum pavement setback	P Minimum pavement setback	P Minimum pavement setback
	Patios	P Maximum 5 feet into building setback	P Minimum 5 feet	P Minimum 5 feet
	Pergolas, arbors, and trellises	P Maximum 5 feet into building setback	P Minimum 5 feet	P Minimum 5 feet
	Phone booths	P Minimum building setback	P Minimum building setback	P Minimum building setback
	Picnic benches	P Minimum 5 feet	P Minimum 5 feet	P Minimum 5 feet
	Ponds	P Minimum 5 feet	P Minimum 5 feet	P Minimum 5 feet

	Recreational equipment (including basketball hoops, trampolines, etc.)	P Minimum 5 feet	P Minimum 5 feet	P Minimum 5 feet
	Residential communications antennas (TV, radio, etc.) and satellite dishes, including amateur radio	N	P Minimum 5 feet	P Minimum 5 feet
	Residential mechanical equipment (including generators, air conditioners, etc.)	N	P Maximum 4 feet into building setback	P Maximum 4 feet into building setback
	Residential off street parking areas and driveways	P Minimum 1 foot	P Minimum 1 foot	P Minimum 1 foot
	Sidewalks	P Minimum 1 foot	P Minimum 1 foot	P Minimum 1 foot
	Signs, flags, and flagpoles	P 11-14 requirements	P 11-14 requirements	P 11-14 requirements
	Stairs, steps (Maximum 4 feet above grade)	P Minimum 1 foot	P Minimum 1 foot	P Minimum 1 foot
	Swimming pools	N	N	P Minimum 5 feet
	Trash dumpster enclosures	N	P Minimum 5 feet	P Minimum 5 feet
	Wind turbines	N	P 11-4-20 requirements	P 11-4-20 requirements
	Accessory buildings:			
	Doghouse	N	P Minimum 5 feet; Minimum 10 feet E-1 zoning	P Minimum 5 feet; Minimum 10 feet E-1 zoning
	Carport	N	P Minimum 5 feet; Minimum 10 feet E-1 zoning	P Minimum 5 feet; Minimum 10 feet E-1 zoning
	Garages	N	P Minimum 5 feet; Minimum 10 feet E-1 zoning	P Minimum 5 feet; Minimum 10 feet E-1 zoning
	Greenhouses	N	P Minimum 5 feet; Minimum 10 feet E-1 zoning	P Minimum 5 feet; Minimum 10 feet E-1 zoning
	Private stables	N	P Minimum 10 feet	P Minimum 10 feet
	Sheds	N	P Minimum 5 feet; Minimum 10 feet E-1 zoning	P Minimum 5 feet; Minimum 10 feet E-1 zoning
	Storage buildings	N	P	P

			Minimum 5 feet; Minimum 10 feet E-1 zoning	Minimum 5 feet; Minimum 10 feet E-1 zoning
	Uses and buildings accessory to farm operations	N	P Minimum 10 feet	P Minimum 10 feet

(Rep. by Ord. 2011-07-05B, 7-5-2011)

**11-4-17: HOME OCCUPATIONS:**

A. General: The standards for home occupations are intended to ensure compatibility with other permitted uses and the residential character of the neighborhood, and to maintain the subordinate and incidental status of the home occupation. In general, a home occupation shall be an accessory use so located and conducted that the average neighbor, under normal circumstances, would not be aware of its existence.

B. Performance Requirements: A home occupation or profession, where permitted in a zoning district, shall meet the following performance requirements, in addition to those standards applicable to the district in which they are located:

1. Not more than one employee at a time, other than members of the immediate family occupying such dwelling, shall work on the premises.
2. No alteration of the principal building shall be made which changes the character of the dwelling.
3. No more than twenty five percent (25%) of the floor area of the residential dwelling unit or accessory building shall be devoted to any home occupation.
4. No traffic shall be generated by such home occupation in greater volume than would normally be expected in a residential neighborhood. Parking shall be provided according to requirements specified in chapter 12 of this title. Parking spaces shall not, however, be located in a required front yard.
5. No equipment or material used shall constitute a hazard, create a nuisance or interfere with the reception of broadcast signals.
6. All material, equipment, trash, merchandise or work in process shall be wholly enclosed within the primary dwelling.

C. Permitted Home Occupations:

1. Authors.
2. Artists, sculptors, woodworking or other crafts.
3. Beauty parlors or barbershops, with a maximum of one chair/customer.
4. Daycare Service, but not daycare centers or nursery schools.
5. Dressmakers, seamstresses or tailors.

6. Ministers, rabbis, priests, or members of religious orders.
7. Music, dancing, swimming or other similar instruction, provided that the instruction shall be limited to three (3) pupils at a time, except for occasional groups.
8. Offices, salespersons, sales representatives or manufacturers' representatives, provided, however, that no retail transactions shall be made on the premises except through telephone, facsimile or mail communication and no wholesale transactions shall include the acceptance or delivery of merchandise on the premises.
9. Planners, architects, attorneys, engineers, realtors, insurance agents, brokers, and members of similar professions.
10. Repair of small appliances, bicycles, and other similar home equipment, not including gas motors.

Any use not expressly permitted in this Subsection C is hereby prohibited.

**D. Prohibited Home Occupations:**

- ~~1. Animal hospitals.~~
- ~~2. Clinics or hospitals.~~
- ~~3. Commercial boarding stables or kennels.~~
- ~~4. Dancing schools, except where permitted in subsection C7 of this section.~~
- ~~5. Daycare centers, nursery schools.~~
- ~~6. Private clubs.~~
- ~~7. Renting of trailers.~~
- ~~8. Repair shops or service establishments, except as described in subsection C10 of this section.~~
- ~~9. Restaurants.~~
- ~~10. Tourist homes.~~
- ~~11. Undertaking establishments, mortuaries, or funeral parlors. (Ord. 2002-01-15B, 1-15-2002)~~

**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**  
**PC16-05**

**TO:** Village President and Board of Trustees  
**FROM:** Plan Commission  
**DATE:** Meeting of May 17, 2016  
**CASE FILE:** **16-005**  
**Zoning Ordinance Amendment—Permitted Uses in A-1 & M-1 Districts**

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**PROPOSAL**

In the course of administering the Zoning Ordinance, the Community Development Department has identified several areas of the Zoning Ordinance that need to be addressed or clarify regulations or definitions, and to fortify regulations pertaining to enforcement of the regulations.

The Community Development Department proposes adding “parks” and “conservation areas” as permitted uses in the A-1 and M-1 Districts., and add definitions for “parks” and “conservation areas”

**PUBLIC COMMENT**

The Planning Commission held a public hearing on May 17, 2016 concerning the proposed amendment. No objectors were present.

**EVALUATION & DISCUSSION**

The Plan Commission discussed the proposed amendments and agreed the change would bring consistency among all of the zoning districts and provide the Village with needed flexibility should the need arise to establish parks or conservation lands in the A-1 and M-1 Districts, or to classify an existing park or conservation area in these districts.

**RECOMMENDATION**

The Plan Commission recommends the Village Board approve the zoning amendments described in Exhibit A, attached hereto and made a part hereof by this reference.

- AYES: J. Gudendorf, B. Sabo, H. Lindi, I. Oschenshlager, G. Walker, and  
J. Ekert
- NAYS: None
- ABSENT: L. Jones

## **EXHIBIT A**

The amendments are described below.

- (1) Amend Section 11-3-2 by adding the following terms and definitions to the list of definitions.

**PLAYING FIELD:** Shall mean a parcel or portion thereof developed to host one or a number of outdoor games or recreation activities, including but not limited to baseball, football, soccer, softball or similar team activity.

**CONSERVATION AREA:** Shall mean a parcel or parcels of land designated, designed and maintained for outdoor activities and maintained in a naturalistic state, or designated for planned management to prevent exploitation, destruction, or neglect of the natural resources contained therein.

**PARK:** Shall mean a parcel or parcels of land used for public or private, but noncommercial, recreational purposes or conservation area purposes. Such land may contain improvements and facilities for indoor and outdoor active and passive recreational activities, including, but not limited to, organized sports, physical exercise, games, relaxation, social interaction, and similar leisure pursuits, and including, but not limited to playgrounds, playing fields, trails, swimming pools, basketball or tennis courts, pedestrian/bicycle paths, or conservation area.

- (2) Amend Section 11-6-2-A by adding "Park" and "Conservation Area" to the list of permitted uses in the A-1, Agricultural District.
- (3) Amend Section 11-10-2-A by adding "Parks" to the list of permitted uses in the M-1, Limited Manufacturing District.



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

**ORDINANCE NO. 2016-0607\_**

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**AN ORDINANCE AMENDING TITLE 11 (ZONING ORDINANCE) OF THE VILLAGE CODE  
(LOT COVERAGE & ACCESSORY USES)**

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Adopted by the Board of Trustees and President of the Village of Sugar Grove  
this <sup>th</sup> day of June, 2016

Published in pamphlet form by authority of the Board of Trustees of the  
Village of Sugar Grove, Kane County, Illinois  
this <sup>th</sup> day of June, 2016

**ORDINANCE NO. 2016-06\_**

**AN ORDINANCE AMENDING TITLE 11 (ZONING ORDINANCE) OF THE VILLAGE CODE  
(LOT COVERAGE & ACCESSORY USES)**

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**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 of Sugar Grove currently maintains zoning restrictions on the use of land within the Village; and,

**WHEREAS**, the Village finds that such restrictions provide for the safety and well-being of Village inhabitants and benefit the public welfare, safety and morals; and,

**WHEREAS**, the Village seeks to continue to promote these interests, and seeks to amend the Village Code to more fully protect and preserve the safety and wellbeing of such inhabitants; and,

**WHEREAS**, after due notice the Plan Commission held a public hearing concerning the proposed amendments on May 17, 2016 and no objectors were present; and

**WHEREAS**, the Plan Commission recommended in their Recommendation PC16-04 that the Village Board approve the requested Zoning Ordinance amendments.

**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: Title 11 of the Village Code of Ordinance Sections Amended as follows:**

A. That Section 11-3-2 of Title 11 of the Village Code of Ordinances be, and it is, hereby amended by deleting therefrom the following terms and definitions:

ACCESSORY USE, ACCESSORY STRUCTURE, OR ACCESSORY BUILDING: A use or structure or building which:

- A. Is subordinate to and serves a principal building or principal use.
- B. Is subordinate in area, extent of use or purpose to the principal building or principal use served.
- C. Is commonly associated with, integrally related to, and/or customarily incidental to the principal building or principal use served.

BUILDING: Any structure that is: substantially enclosed by exterior walls; has a roof supported by columns or walls; and is intended for the shelter, housing, or enclosure of any individual, animal, process, equipment, goods, or materials of any kind.

ENCROACHMENT: Any obstruction or illegal or unauthorized intrusion in a delineated floodway, right of way, or on adjacent land. The extension or placement of any structure or component of a structure into a required yard.

**LOT COVERAGE:** The part or percent of the lot occupied by buildings or structures, including accessory buildings or pavements.

**LOT LINE, FRONT:** The lot line separating a lot from the street right of way, other than a corner lot line. In the case of a corner lot, the shorter of the two lot lines adjoining street lot lines is the front lot line. In the case of a through or double frontage lot, the front lot line is the lot line which has been designated as the front lot line by the majority of the other zoning lots on the same block.

**SETBACK:** The minimum horizontal distance between the street right of way line (or front\_line and/or corner side lot line) of a lot and the nearest wall of a building or structure adjoining such right of way or lot line.

**YARD, CORNER SIDE:** A space extending the full width of the lot between any building and the corner side lot line, and measured perpendicular to the building at the closest point to the corner side lot line. Such corner side yard is unoccupied and unobstructed from the ground upward, except as may be permitted elsewhere in this zoning ordinance.

**YARD, SIDE OR INTERIOR SIDE:** A space extending from the front yard to the rear yard between the principal building and the interior side lot line, measured perpendicular from the interior side lot line to the closest point of the principal building. Such side yard is unoccupied and unobstructed from the ground upward, except as may be permitted elsewhere in this zoning ordinance.

- B. That Section 11-3-2 of Title 11 of the Village Code of Ordinances be, and it is, hereby amended by adding thereto in correct alphabetical order the following terms and definitions to be and to read as follows:

**ACCESSORY BUILDING:** a building which is subordinate in area, extent and purpose to the principal building on the same zoning lot. Accessory buildings may include, but are not limited to; a detached garage or shed.

**ACCESSORY STRUCTURE:** A structure which is subordinate in area, extent and purpose to the principal building on the same zoning lot. Accessory structures may include, but are not limited to; decks, off-street parking facilities or fences.

**ACCESSORY USES:** A use that is customarily incidental and subordinate to the principal use of a lot or building located on the same zoning lot.

**BUILDING:** Any structure that has a roof supported by columns or walls; and is intended for the shelter, housing, or enclosure of any individual, animal, process, equipment, goods, or materials of any kind.

**CONSERVATION AREA:** Shall mean a parcel or parcels of land designated, designed and maintained for outdoor activities and maintained in a naturalistic state, or designated for planned management to prevent exploitation, destruction, or neglect of the natural resources contained therein.

**ENCROACHMENT:** The extension or placement of any structure or component of a structure into a required yard.

**LOT COVERAGE:** The part or percent of the lot occupied by all accessory uses, accessory structures, and accessory buildings, together with all principal buildings, principal structures, and impervious surfaces.

**LOT LINE, FRONT:** The lot line separating a lot from the street right of way. In the case of a corner lot, the shorter of the two lot lines adjoining street lot lines is the front lot line. In the

case of a through or double frontage lot, the front lot line is the lot line which has been designated as the front lot line by the majority of the other zoning lots on the same block.

**PARK:** Shall mean a parcel or parcels of land used for public or private, but noncommercial, recreational purposes or conservation area purposes. Such land may contain improvements and facilities for indoor and outdoor active and passive recreational activities, including, but not limited to, organized sports, physical exercise, games, relaxation, social interaction, and similar leisure pursuits, and including, but not limited to playgrounds, playing fields, trails, swimming pools, basketball or tennis courts, pedestrian/bicycle paths, or conservation area.

**PLAYING FIELD:** Shall mean a parcel or portion thereof developed to host one or a number of outdoor games or recreation activities, including but not limited to baseball, football, soccer, softball or similar team activity.

**SETBACK, FRONT:** The minimum horizontal distance between the street right of way line (or front lot line and/or corner side lot line)-and the nearest wall of a building or structure on a zoning lot.

**SETBACK, INTERIOR:** The minimum horizontal distance between the interior lot line and the nearest wall of a building or structure on a zoning lot.

**SETBACK, REAR:** The minimum horizontal distance between the rear lot line and the nearest wall of a building or structure on a zoning lot.

**YARD, CORNER SIDE:** A space extending the full width of the lot between any building and the corner side lot line, and measured perpendicular to the building at the closest point to the corner side lot line. Such corner side yard is unoccupied and unobstructed from the ground upward, except as may be permitted elsewhere in this zoning ordinance.

**YARD, INTERIOR SIDE:** A space extending from the front yard to the rear yard between the principal building and the interior side lot line, measured perpendicular from the interior side lot line to the closest point of the principal building. Such side yard is unoccupied and unobstructed from the ground upward, except as may be permitted elsewhere in this zoning ordinance.

C. Amend Section 11-4-7 to be and to read as follows:

**11-4-7: ACCESSORY USES, STRUCTURES, AND BUILDINGS:**

- A. Compliance: All accessory uses, accessory structures, and accessory buildings shall comply with the requirements of the district in which they are located. No accessory use, accessory structure, or accessory building shall be established or erected on a lot or zoning lot prior to the establishment or erection of the principal use or principal building to which it is accessory. No existing accessory use, accessory structure, or accessory building may be expanded or extended, except in compliance with all of the regulations of this title.
- B. Applicable Structures: Where an accessory building is structurally attached to a principal building it must conform to all regulations of this title applicable to the principal building.
- C. Use As A Dwelling: No accessory use, accessory structure, or accessory building may be used as a dwelling. (Ord. 2011-07-05B, 7-5-2011)
- D. District Permissions: The following are allowed and special accessory uses, accessory structures, and accessory buildings when located in compliance with this chapter and the regulations of the zoning district in which they are located:

ACCESSORY USE, STRUCTURE, OR BUILDING PERMISSION LIST

Key:

A	=	Allowed	D1	=	Not allowed for type 1 uses, special for type 2 uses
S	=	Special	D2	=	Special for type 1 uses, allowed for type 2 uses
N	=	Not Allowed			

	A-1	E-1	R-1	R-2	R-3	SR	B-1	B-2	B-3	BP	M1	I-1
Accessory uses:												
Commercial outdoor dining	N	N	N	N	N	N	A	A	A	N	N	N
Commercial outdoor display	S	N	N	N	N	N	S	S	S	S	S	S
Commercial outdoor sales	S	N	N	N	N	N	S	S	S	S	S	S
Commercial outdoor storage (including vehicles, equipment, materials, etc.)	A	N	N	N	N	N	S	A	A	S	A	S
Drive-throughs	N	N	N	N	N	N	N	S	S	N	N	N
Home occupations	As per section 11-4-17 of this chapter											
Lighted recreational courts	S	S	S	S	S	S	S	S	S	S	S	S
Loading areas	A	N	N	N	S	D1	A	A	A	A	A	A
Recreational courts (basketball, volleyball, etc.)	A	A	A	A	A	A	S	S	S	S	A	A
Accessory structures:												
Awnings and canopies	A	A	A	A	A	A	A	A	A	A	A	A
Balconies	A	A	A	A	A	A	A	A	A	A	A	A
Bay windows	A	A	A	A	A	A	A	A	A	A	A	A
Cart corrals	N	N	N	N	N	N	N	A	A	N	N	N
Children's playhouses and playground equipment	A	A	A	A	A	N	S	S	S	N	N	N
Children's tree houses	A	A	A	A	A	N	N	N	N	N	N	N
Chimneys	A	A	A	A	A	A	A	A	A	A	A	A
Clotheslines for laundry	A	A	A	A	A	A	N	N	N	N	N	N
Commercial communications antennas and satellite dishes, including all transmitting, except for amateur radio	S	S	S	S	S	S	S	S	S	S	S	S

Commercial mechanical equipment (including generators, air conditioners, etc.)	A	N	N	N	S	D1	A	A	A	A	A	A
Decks	A	A	A	A	A	A	S	S	S	S	S	S
Dispensing cabinets (including ice, propane tank, etc.)	N	N	N	N	N	N	N	A	A	A	A	A
Eaves and gutters	A	A	A	A	A	A	A	A	A	A	A	A
Fences, walls	As per section 11-4-13 of this chapter											
Fuel or gas tanks (including above and below ground)	S	N	N	N	N	N	N	S	S	N	S	S
Gardens (vegetable, crop)	A	A	A	A	A	A	S	S	S	S	S	S
Hot tubs and outdoor spas	A	A	A	A	A	A	N	N	N	N	N	N
Kennels, dog runs	A	A	A	A	A	A	S	S	S	S	S	S
Loading docks	S	N	N	N	S	D1	A	A	A	A	A	A
Mailboxes	A	A	A	A	A	A	A	A	A	A	A	A
Nonresidential off street parking lots and drive aisles and driveways	A	N	N	N	N	N	A	A	A	A	A	A
Ornamental towers, scenery lofts, monuments, domes, spires, steeples, and water towers	A	A	A	A	A	A	A	A	A	A	A	A
Outdoor fireplaces and ovens	A	A	A	A	A	A	A	A	A	A	N	N
Parking lot light poles	A	S	S	S	A	D2	A	A	A	A	A	A
Patios, sidewalks	A	A	A	A	A	A	A	A	A	A	A	A
Pergolas, arbors, trellises	A	A	A	A	A	A	A	A	A	A	A	A
Phone booths	N	N	N	N	N	N	N	A	A	N	N	N
Picnic benches	A	A	A	A	A	A	A	A	A	A	A	A
Ponds	A	A	A	A	A	A	S	S	S	S	S	S
Recreational equipment (including basketball hoops, trampolines, etc.)	A	A	A	A	A	A	A	S	S	S	A	A
Residential communications antennas (TV, radio, etc.) and satellite dishes, including amateur radio	A	A	A	A	A	A	A	A	A	A	A	A
Residential mechanical equipment (including generators, air conditioners, etc.)	A	A	A	A	A	A	A	A	A	A	A	A
Residential off street parking areas and driveways	A	A	A	A	A	D2	N	N	N	N	N	N

Signs, flags, and flagpoles	As per chapter 14 of this title												
Single bay car wash	N	N	N	N	N	N	N	S	S	S	S	S	
Stairs, steps	A	A	A	A	A	A	A	A	A	A	A	A	
Swimming pools	A	A	A	A	A	A	N	S	S	N	N	N	
Trash dumpster enclosures	A	N	N	N	N	D2	A	A	A	A	A	A	
Vending machines (including pop, DVD, newspaper, etc.)	N	N	N	N	N	N	A	A	A	A	A	A	
Wind turbines	As per section 11-4-20 of this chapter												
Accessory buildings:													
Dog house	A	A	A	A	A	N	S	S	S	S	S	S	
Carport	A	A	A	A	A	A	N	N	N	N	N	N	
Fuel canopies	N	N	N	N	N	N	N	S	S	N	S	S	
Garages	A	A	A	A	A	A	S	S	S	S	S	S	
Gazebo	A	A	A	A	A	A	A	A	A	A	A	A	
Greenhouses	A	A	A	A	S	S	S	S	S	S	S	S	
Guard shacks	S	S	N	N	S	S	N	S	S	S	S	S	
Guest homes	S	S	N	N	N	N	N	N	N	N	N	N	
Private stables	A	A	N	N	N	N	N	N	N	N	N	N	
Sheds	A	A	A	A	A	A	S	S	S	S	S	S	
Storage buildings	A	A	A	A	A	A	S	S	S	S	S	S	
Uses and buildings accessory to college, university, and school operations	N	N	N	N	N	N	S	S	S	S	S	S	
Uses and buildings accessory to farm operations	A	N	N	N	N	N	N	N	N	N	N	N	

All accessory uses, accessory structures, and accessory buildings may require a building permit depending on the work involved. The above list is not to be used to determine whether or not a building permit is required.

Other accessory uses, accessory structures, or accessory buildings which, in the opinion of the community development director or his/her designee, are similar to the uses listed in this section, and are otherwise consistent with the comprehensive plan and zoning for the district in which said use is sought may be allowed or allowed with a special accessory use.

Items which are listed in subsection 11-4-8-C of this chapter are not eligible to be treated as an accessory use, accessory structure, or accessory building.

Use of an accessory building shall not constitute a second principal building on a lot. (Ord. 2014-08-05B, 8-5-2014)

E. Height: No accessory use, accessory structure, or accessory building shall exceed the height of fifteen feet (15'), with the following exceptions:

1. Private stables shall not exceed the height of twenty five feet (25').
2. Uses and buildings accessory to farm operations shall not exceed the height of twenty five feet (25').
3. Sign and flagpole height shall be regulated by chapter 14 of this title.
4. Fence, wall, and trash enclosure height shall be regulated by section 11-4-13 of this chapter. Trash enclosures must be a minimum of six feet (6') in height.
5. Small wind energy system height shall be regulated by section 11-4-20 of this chapter.
6. Small solar energy system height shall be regulated by section 11-4-21 of this chapter.
7. Parking lot light pole height shall be regulated by subsection 11-12-3-H-3 of this title.
8. Chimneys, ornamental towers, scenery lofts, monuments, domes, spires, steeples, water towers, mechanical equipment, and residential communications antennas may be erected to their customary height, regardless of the height limitations of the zoning district in which they are located.

F. Setbacks

Detached Accessory buildings must be setback a minimum of five (5) feet from any property line in all zoning districts with the exception of the E-1 Estate Residential District. Detached accessory buildings located within the E-1 Estate Residential District must be setback a minimum of ten (10) feet from any lot line.

Detached Accessory buildings must be located a minimum of ten feet (10') from any other building on a zoning lot.

Accessory uses, accessory structures, and accessory buildings shall be allowed in easements as follows:

1. The easement is a minor drainage way (only draining the immediate adjacent lots);
2. The easement contains no public utilities such as storm sewer, sanitary sewer, or water main; and
3. There shall be no construction within five (5) feet of the property line to accommodate drainage along the common lot line and allow for any future construction of minor utilities such as cable and street lighting.

G. Lot Coverage/Area/Total Number: All accessory uses, accessory structures, and accessory buildings, together with all principal buildings and principal uses and impervious surfaces shall not exceed the maximum lot coverage requirement for the district within which they are located.

Each accessory building located on a residential zoned lot may not exceed one thousand (1,000) square feet or seventy percent (70%) of the footprint of the principal building, whichever is less, unless otherwise approved pursuant to the issuance of a special accessory use.

There shall be no more than three (3) accessory buildings on any lot in the village, unless otherwise approved pursuant to the issuance of a special accessory use.

H. Surfaces: The following accessory uses and accessory structures require paved surfaces: loading areas, drive-throughs, commercial outdoor sales, commercial outdoor dining, commercial outdoor

display, commercial outdoor storage, carports, cart corrals, residential off street parking areas and driveways, trash dumpster enclosures, commercial mechanical equipment, residential mechanical equipment, nonresidential off street parking areas, drive aisles, and driveways, loading docks, fuel or gas tanks, hot tubs and outdoor spas, single bay car wash, fuel canopies, guard shacks, dispensing cabinets, vending machines, and phone booths. Trash dumpster enclosures shall utilize a concrete surface.

- I. Accessory Building Materials: Building materials of accessory buildings shall generally match the materials of the principal building.
- J. Screening/Fencing: The following accessory uses and accessory structures require landscape screening in addition to the standard landscaping on any lot: loading areas, drive-throughs, outdoor storage, outdoor dining, trash dumpster enclosures, mechanical equipment, loading docks, single bay car washes, aboveground fuel or gas tanks, and on nonresidential lots: garages, sheds, and storage buildings. Landscape screening shall consist of one evergreen shrub (minimum 6 feet in height) for every five feet (5') in horizontal distance around the perimeter of the accessory building, accessory use or accessory structure. Additional landscaping for these accessory uses and accessory structures may be required to address performance standards of the BP and M-1 districts.

Loading areas and loading docks shall be designed to be screened from view from public rights of way and other private properties by the building or wing walls.

Trash dumpsters shall be fully enclosed by masonry walls (i.e., a trash dumpster enclosure).

Cart corrals located within twenty five feet (25') of the principal building require minimum four foot (4') screening walls that match the principal building.

The following accessory uses and accessory structures require fencing: outdoor storage and aboveground fuel or gas tanks.

- K. Parking: The following accessory uses and accessory buildings require parking in addition to the principal building: commercial outdoor dining, commercial outdoor sales, drive-throughs, garages, guard shacks, guest homes, ~~and~~ greenhouses, and home occupations. Please refer to section 11-12-5 of this title for the specific requirements.
- L. Minimum Size: Unless listed as an accessory use, accessory structure, or accessory building, any item under one cubic yard in size shall not be considered an accessory use, accessory structure, or accessory building.
- M. Other Requirements: Any permitted or special accessory use that involves outdoor sales shall only be conducted during the regular business hours of the principal use of the zoning lot.

Dispensing cabinets, vending machines, phone booths, and similar uses are limited to designated paved areas that do not obstruct sidewalks, parking spaces, or other areas designed for other requirements as identified on an approved site plan. There may be no more than three (3) of these in total per zoning lot and they must include owner contact information.

Commercial outdoor sales, commercial outdoor display, and commercial outdoor dining shall be limited to designated paved locations as identified on an approved site plan.

Private stables for use by residents and their guests are limited to one horse for the first forty thousand (40,000) square feet of land area, and one additional horse for each additional twenty thousand (20,000) square feet of land area.

Loading areas and loading docks shall be designed and located to eliminate maneuvering in public rights of way.

N. Special Accessory Use Submittal and Fee: Special accessory uses shall meet the standards of regular special uses as described in section 11-13-12 of this title. However, a public hearing is not required. The requests may be approved, approved with conditions, or denied by the plan commission.

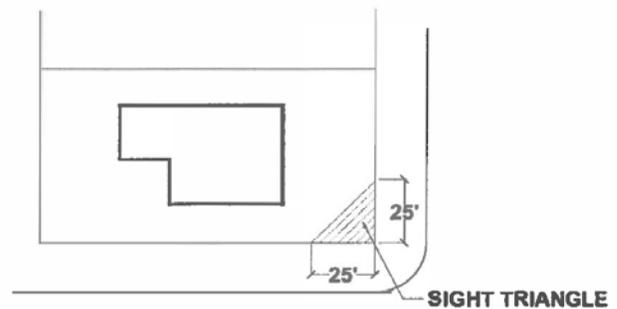
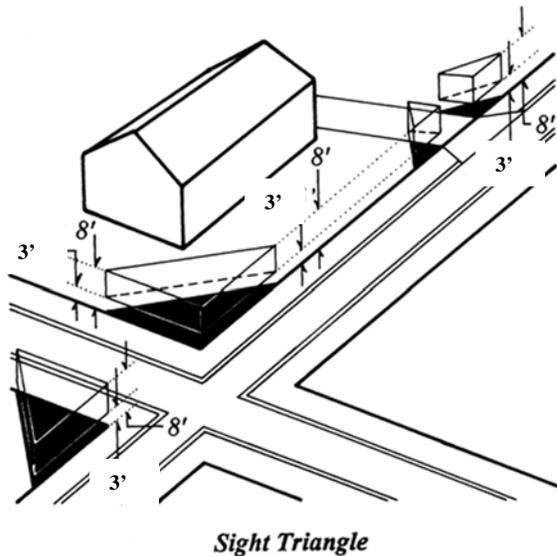
A submittal for one or more special accessory uses may be made to the community development department on forms provided and amended from time to time by the community development department.

A fee shall be charged for special accessory uses. The fee shall be set by separate resolution of the village as may be amended from time to time. (Ord. 2011-07-05B, 7-5-2011)

D. Amend Section 11-4-11 to be and to read, including the illustrations, as follows:

11-4-11: SIGHT TRIANGLE:

- A. At the intersection of all streets, or the intersection of any service entrance drive from a street to a zoning lot, line of sight shall be established within the triangular area formed:
  - 1. At the intersection of any two (2) street right of way lines; and/or
  - 2. The intersection of any street right of way line with any service entrance drive.
- B. The "sight triangle" shall be defined as a line drawn between such right of way lines and/or such right of way line and service entrance drive line, at a distance along such lines of twenty five (25) feet from the point of intersection
- C. No obstructions shall be erected, planted, or allowed to grow in the sight triangle so as to limit or obstruct the sight distance of motorists and pedestrians. The area between three (3) feet and eight (8) feet above grade is to be free and clear of obstructions.



E. Amend Section 11-4-12 to be and to read as follows:

**11-4-12: PERMITTED YARD OBSTRUCTIONS:**

P=Permitted NP= Not Permitted

	<b>Front and Corner Yard</b>	<b>Interior Side Yard</b>	<b>Rear Yard</b>
<b>Accessory uses:</b>			
Commercial outdoor dining	P Minimum pavement setback	P Minimum pavement setback	P Minimum pavement setback
Commercial outdoor storage (including vehicles, equipment, materials, etc.)	N	P Minimum pavement setback	P Minimum pavement setback
Loading areas	P Minimum pavement setback	P Minimum pavement setback	P Minimum pavement setback
Recreational courts (basketball, volleyball, etc.)	N	P Minimum 5 feet	P Minimum 5 feet
<b>Accessory structures:</b>			
Awnings and canopies	P Maximum 36 inches into building setback	P Maximum 36 inches into building setback	P Maximum 36 inches into building setback
Balconies (must be 4 feet above grade)	P Maximum 24 inches into building setback	P Maximum 24 inches into building setback	P Maximum 24 inches into building setback
Bay windows	P Maximum 36 inches into building setback	P Maximum 36 inches into building setback	P Maximum 36 inches into building setback
Cart corrals	P Minimum pavement setback	P Minimum pavement setback	P Minimum pavement setback
Children's playhouses and playground equipment	N	P Minimum 5 feet	P Minimum 5 feet
Children's tree houses	N	P Minimum 5 feet	P Minimum 5 feet
Chimneys	P Maximum 36 inches into building setback	P Maximum 36 inches into building setback	P Maximum 36 inches into building setback
Clotheslines for laundry	N	P Minimum 5 feet	P Minimum 5 feet

Commercial mechanical equipment (including generators, air conditioners, etc.)	N	P Maximum 4 feet into building setback	P Maximum 4 feet into building setback
Decks (Maximum 4 feet above grade) (4 feet or more above grade is considered a "Balcony")	N	P Minimum 5 feet	P Minimum 5 feet
Dispensing cabinets (including ice, propane tank, etc.)	P Maximum 4 feet into building setback	P Maximum 4 feet into building setback	P Maximum 4 feet into building setback
Eaves and gutters	P Maximum 2 feet into building setback	P Maximum 2 feet into building setback	P Maximum 2 feet into building setback
Fences, walls	P 11-4-13 requirements	P 11-4-13 requirements	P 11-4-13 requirements
Gardens (vegetable, crop)	P	P	P
Hot tubs and outdoor spas	N	P Minimum 5 feet	P Minimum 5 feet
Kennels, dog runs	N	P Minimum 5 feet	P Minimum 5 feet
Loading docks	N	P Minimum building setback	P Minimum building setback
Mailboxes	P	N	N
Nonresidential off street parking lots and drive aisles and driveways	P Minimum pavement setback	P Minimum pavement setback	P Minimum pavement setback
Ornamental towers, scenery lofts, monuments, domes, spires, steeples, and water towers	N	P Minimum 5 feet	P Minimum 5 feet
Outdoor fireplaces and ovens	N	P Minimum 5 feet	P Minimum 5 feet
Parking lot light poles	P Minimum pavement setback	P Minimum pavement setback	P Minimum pavement setback
Patios	P Maximum 5 feet into building setback	P Minimum 5 feet	P Minimum 5 feet
Pergolas, arbors, and trellises	P Maximum 5 feet into building setback	P Minimum 5 feet	P Minimum 5 feet
Phone booths	P Minimum building setback	P Minimum building setback	P Minimum building setback
Picnic benches	P	P	P

		Minimum 5 feet	Minimum 5 feet	Minimum 5 feet
	Ponds	P Minimum 5 feet	P Minimum 5 feet	P Minimum 5 feet
	Recreational equipment (including basketball hoops, trampolines, etc.)	P Minimum 5 feet	P Minimum 5 feet	P Minimum 5 feet
	Residential communications antennas (TV, radio, etc.) and satellite dishes, including amateur radio	N	P Minimum 5 feet	P Minimum 5 feet
	Residential mechanical equipment (including generators, air conditioners, etc.)	N	P Maximum 4 feet into building setback	P Maximum 4 feet into building setback
	Residential off street parking areas and driveways	P Minimum 1 foot	P Minimum 1 foot	P Minimum 1 foot
	Sidewalks	P Minimum 1 foot	P Minimum 1 foot	P Minimum 1 foot
	Signs, flags, and flagpoles	P 11-14 requirements	P 11-14 requirements	P 11-14 requirements
	Stairs, steps (Maximum 4 feet above grade)	P Minimum 1 foot	P Minimum 1 foot	P Minimum 1 foot
	Swimming pools	N	N	P Minimum 5 feet
	Trash dumpster enclosures	N	P Minimum 5 feet	P Minimum 5 feet
	Wind turbines	N	P 11-4-20 requirements	P 11-4-20 requirements
	Accessory buildings:			
	Doghouse	N	P Minimum 5 feet; Minimum 10 feet E-1 zoning	P Minimum 5 feet; Minimum 10 feet E-1 zoning
	Carport	N	P Minimum 5 feet; Minimum 10 feet E-1 zoning	P Minimum 5 feet; Minimum 10 feet E-1 zoning
	Garages	N	P Minimum 5 feet; Minimum 10 feet E-1 zoning	P Minimum 5 feet; Minimum 10 feet E-1 zoning
	Greenhouses	N	P Minimum 5 feet; Minimum 10 feet E-1 zoning	P Minimum 5 feet; Minimum 10 feet E-1 zoning
	Private stables	N	P Minimum 10 feet	P Minimum 10 feet
	Sheds	N	P	P

			Minimum 5 feet; Minimum 10 feet E-1 zoning	Minimum 5 feet; Minimum 10 feet E-1 zoning
	Storage buildings	N	P Minimum 5 feet; Minimum 10 feet E-1 zoning	P Minimum 5 feet; Minimum 10 feet E-1 zoning
	Uses and buildings accessory to farm operations	N	P Minimum 10 feet	P Minimum 10 feet

(Rep. by Ord. 2011-07-05B, 7-5-2011)

F. Amend Section 11-4-17 to be and to read as follows:

**11-4-17: HOME OCCUPATIONS:**

A. General: The standards for home occupations are intended to ensure compatibility with other permitted uses and the residential character of the neighborhood, and to maintain the subordinate and incidental status of the home occupation. In general, a home occupation shall be an accessory use so located and conducted that the average neighbor, under normal circumstances, would not be aware of its existence.

B. Performance Requirements: A home occupation or profession, where permitted in a zoning district, shall meet the following performance requirements, in addition to those standards applicable to the district in which they are located:

1. Not more than one employee at a time, other than members of the immediate family occupying such dwelling, shall work on the premises.
2. No alteration of the principal building shall be made which changes the character of the dwelling.
3. No more than twenty five percent (25%) of the floor area of the residential dwelling unit or accessory building shall be devoted to any home occupation.
4. No traffic shall be generated by such home occupation in greater volume than would normally be expected in a residential neighborhood. Parking shall be provided according to requirements specified in chapter 12 of this title. Parking spaces shall not, however, be located in a required front yard.
5. No equipment or material used shall constitute a hazard, create a nuisance or interfere with the reception of broadcast signals.
6. All material, equipment, trash, merchandise or work in process shall be wholly enclosed within the primary dwelling.

C. Permitted Home Occupations:

1. Authors.
2. Artists, sculptors, woodworking or other crafts.
3. Beauty parlors or barbershops, with a maximum of one chair/customer.
4. Daycare Service, but not daycare centers or nursery schools.
5. Dressmakers, seamstresses or tailors.
6. Ministers, rabbis, priests, or members of religious orders.
7. Music, dancing, swimming or other similar instruction, provided that the instruction shall be limited to three (3) pupils at a time, except for occasional groups.
8. Offices, salespersons, sales representatives or manufacturers' representatives, provided, however, that no retail transactions shall be made on the premises except through telephone, facsimile or mail communication and no wholesale transactions shall include the acceptance or delivery of merchandise on the premises.
9. Planners, architects, attorneys, engineers, realtors, insurance agents, brokers, and members of similar professions.
10. Repair of small appliances, bicycles, and other similar home equipment, not including gas motors.

Any use not expressly permitted in this Subsection C is hereby prohibited.

- G. Amend Section 11-6-2-A by adding “Parks” and “Conservation Area” to the list of permitted uses in the A-1, Agricultural District
- H. Amend Section 11-10-2-A by adding “Parks” and “Conservation Area to the list of permitted uses in the M-1, Limited Manufacturing District

**SECTION TWO: GENERAL PROVISIONS**

**REPEALER:** All ordinances or portions thereof in conflict with this ordinance are hereby repealed.

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

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

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this <sup>th</sup> day of June, 2016.

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

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

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

Village of Sugar Grove, Illinois  
Administration Department Action Plan  
Fiscal Year 2016 -2017

The focus of the Administration Department, is to serve in a leadership role with the other Village departments, insure that the policies of the Board are followed and act as the primary staff liaison with other governmental bodies and outside agencies.

Most of the Administration Department's goals are imbedded in the goals of the other departments. There are limited efforts that primarily or solely fall under Administration.

Specific goals for the Administration Department are listed below.

1. Lead Village efforts to complete public improvements in Settlers Ridge based on the successful litigation against the bond company and negotiate amended annexation agreements with the large property owners in the section north of Prairie to restoring the subdivision back to viability. Completion will be achieved by the Village portion of the public improvements being completed and the presentation of amended annexation agreements with the two primary owners to the Village Board for action. **PW has made significant progress on the in-house streetlight work. Phase 1 construction, including Change Order #1, has been awarded, Change Order #2 is scheduled for consideration at the June 7 VB Meeting. Staff continues to work on an amended annexation agreement with the primary owner. No progress has been made with the secondary owner.**
2. Continue working with other local entities to determine the most feasible manner in which to procure high speed internet access for governmental use and to spur economic development within the TIF #2 area. Completion will be achieved by the presentation of an IGA for fiber installation to the Village Board. **Fiber service has been established to the Village owned 160 Building and Village Hall/Police facility, as well as stubbed to the 140 Building. Staff continues to work with MetroNet on Village wide service (anticipated 2018), and with Kaneland on service through the primary industrial areas (anticipated 2017).**
3. Oversee the completion and promotion of a newly designed Village Website. Completion will be achieved when the site goes live and an increase in usage is detected. **Approximately 1/4 with an expected early July live online date.**
4. Complete Labor Agreement negotiations with the represented employees. Completion will be achieved by the signing of a Labor Agreement, whether achieved through negotiation or arbitration. **Patrol Officer negotiations were successfully completed with the approval of a new CBA. Sergeant negotiations are ongoing with mediation scheduled for late June.**
5. Complete physical improvements and move Village Hall functions to the 140 S. Municipal Drive building. **This project is on-hold pending Village Board authorization to proceed. Authorization is expected once the Village's revenue forecast stabilizes (State processed revenues and impact fees).**
6. Extend existing Boundary Agreements with an expiration date of five years or less (Aurora and Yorkville). **In process.**

Village of Sugar Grove, Illinois  
Administration Department Action Plan  
Fiscal Year 2016 -2017

7. Continue development of metrics to aid in the monitoring of activity of each department and the financial status of the Village on an ongoing basis. Completion will be achieved by the expansion of relevant data reporting as a portion of Staff Reports. **In process. Action Plan Updates are scheduled to be attached with the first monthly Staff Report, while statistical analysis is will be with the second monthly Staff Report.**
8. Continue to Promote Safety within the Administration Department and Throughout the Village of Sugar Grove Organization. As a member of the Intergovernmental Risk Management Agency, the Village strives to maintain the safest workplace possible. This is an ongoing effort. For FY 16-17, full compliance for the Administration Department will be achieved by having accident rates and other safety related indexes as measured by IRMA at or below our IRMA determined target. **Ongoin.**