

<p>Village President P. Sean Michels</p> <p>Village Clerk Cynthia Galbreath</p> <p>Village Administrator Brent M. Eichelberger</p>	 <p>SUGAR GROVE 10 S. Municipal Drive Sugar Grove, Illinois 60554 Phone: 630-466-4507 Fax: 630-466-4521</p>	<p>Village Trustees</p> <p>Robert Bohler Kevin Geary Sean Herron Mari Johnson Rick Montalto David Paluch</p>
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**August 5, 2014
Board Meeting
6:00 P.M.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Hearing:
 - a. Public Hearing: Annexation Agreement Amendment #3 – Hannaford Farm
5. Appointments and Presentations
 - a. None
6. Public Comment on Items Scheduled for Action
7. Consent Agenda
 - a. Approval: Minutes of the July 15, 2014 Meeting
 - b. Approval: Vouchers
 - c. Approval: Treasurer’s Report
 - d. Ordinance: Adopting an IGA with Montgomery (Boundary Agreement)
 - e. Ordinance: Age Restricted Zoning District
8. General Business
 - a. Ordinance: Amending the Prairie Glen PUD – Orleans Homes
 - b. Ordinance: Authorizing Annexation Agreement Amendment #3 – Hannaford Farm
 - c. Resolution: Accepting Bid for Dugan & Granart Roundabout Construction, *STAR
 - d. Resolution: Authorizing a Construction Engineering Services Agreement for Dugan & Granart Roundabout Construction - TADI,* STAR
 - e. Ordinance: Text Amendment in M-1 District - Impound Yard
 - f. Resolution: Amending Number of Liquor Licenses
9. New Business
 - a. None
10. Reports
 - a. Staff Reports
 - b. Trustee Reports
 - c. Presidents Report
11. Public Comments
12. Airport Report
13. Closed Session: Land Acquisition, Personnel, Litigation
14. Adjournment

*The consent agenda consists of items that have been previously discussed, are non-controversial, or routine in subject manner and are voted on as a ‘package’. However, by simple request any member of the Board may remove an item from the consent agenda to have it voted upon separately. Items that are marked as * STAR – indicate that the item is Subject to Attorney Review.*

Members of the public wishing to address the Board shall adhere to the following rules and procedures:

- Complete the public comment sign-in sheet prior to the start of the meeting.
- The Village President will call members of the public to the podium at the appropriate time.
- Upon reaching the podium, the speaker should clearly state his or her name and address.
- Individual comment is limited to three (3) minutes. The Village President will notify the speaker when time has expired.
- Persons addressing the Board shall refrain from commenting about the private activities, lifestyles, or beliefs of others, including Village employees and elected officials, which are unrelated to the business of the Village Board. Also, speakers should refrain from comments or conduct that is uncivil, rude, vulgar, profane, or otherwise disruptive. Any person engaging in such conduct shall be requested to leave the meeting.
- The aforementioned rules pertaining to public comment may be waived by the Village President, or by a majority of a quorum of the Village Board.
- Except during the time allotted for public discussion and comment, no person, other than a member of the Board, shall address that body, except with the consent of two (2) of the members present.

<p>Village President P. Sean Michels</p> <p>Village Clerk Cynthia Galbreath</p> <p>Village Administrator Brent M. Eichelberger</p>	 <p>10 S. Municipal Drive Sugar Grove, Illinois 60554 Phone: 630-466-4507 Fax: 630-466-4521</p>	<p>Village Trustees</p> <p>Robert Bohler Kevin Geary Sean Herron Mari Johnson Rick Montalto David Paluch</p>
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**Committee of the Whole Meeting
August 5, 2014**

1. Call to Order
2. Roll Call
3. Public Comments
4. Discussion:
5. Discussion:
6. Closed Session:
7. Adjournment

Special Use To Allow A Restaurant to Have Entertainment
EDC Recommendation to Assign a Name to Rt. 47
Land Acquisition, Personnel, Litigation

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

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

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

Absent: Trustee Montalto

Quorum Established.

Also Present:

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

PUBLIC HEARINGS

None.

APPOINTMENTS AND PRESENTATIONS

None.

PUBLIC COMMENTS ON ITEMS SCHEDULED FOR ACTION

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

CONSENT AGENDA

- a. Approval: Minutes of the July 1, 2014 Meeting
- b. Approval: Vouchers
- c. Ordinance: Commercial or Trade Schools in the M-1 Zoning District

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

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

Motion Carried.

GENERAL BUSINESS

Resolution Authorizing Architectural Contract for 160 S. Municipal *STAR

Trustee Johnson **moved to approve Resolution Authorizing Architectural Contract for 160 S. Municipal.** Trustee Geary seconded the motion. Administrator Eichelberger explained that this is for services only, no plans have yet been drawn up. Discussions have taken place regarding the best layouts for the proposed uses for the possible tenants. The target is a 90 day build out upon completion of design. President Michels asked if a concrete floor would be poured in the unfinished half of the building. There were also questions about utility. Administrator Eichelberger stated the floor would remain unfinished

for the time being, tenants would cover their own utilities. President Michels then called for a roll call vote.

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

Motion Carried.

Discussion Light Industrial Park Concept

Community Development Director Walter Magdziarz explained that the developers are proposing 112 acre light industrial/manufacturing development. There would be 17 lots, 3 of which would be retention. They would be of heights between 30 to 40 feet and range from 15,000 sq ft to 157,000 sq ft. Extensive landscaping and berms would be placed around the buildings and the site. It is estimated that upon build-out approximately 1,500 to 2,000 jobs would be created. The buildings are typically owner operated and the developer retains ownership of the development. Covenants and a SSA would be established. Any docks would be in the back of the buildings.

To keep anti-monotony different architects are used and all like to keep their buildings different from each other. President Michels said he would like to see more windows than the current drawings / examples show and that he would like to see Division Drive lined up with this property. The depth for retail on route 47 must be maintained. Community Development Director Magdziarz explained the next steps, in the process. President Michels asked the Board to send any additional comments to Mr. Magdziarz or Mr. Eichelberger to be compiled and sent on to the developer.

Discussion Annexation Agreement Amendment #3 – Hannaford Farm

Administrator Eichelberger stated that a group of investors had purchased 63 lots in Hannaford and are asking for an amendment similar to one that the Village has worked out with other new developers in established developments. It holds fees flat for a period of five years. The attorney for the developer(s) Mr. Kramer said that the final lift should be done soon and the existing homeowners are very happy with what they know is coming forward. It is the goal to build 7 – 10 homes per year.

Discussion Community ISO Rating

The ISO rating and how it is determined was explained and the Board discussed whether or not there was a need to continue to participate in the program as it did not lower the rates of an existing residents. The Board is not sure whether or not at this time if they want to upgrade fully in Building Codes and asked the staff to research the difference in the codes and bring the information back for further discussion.

NEW BUSINESS

None

REPORTS

President Michels asked how much time it takes for a worker to check the water supply. Supervisor Merkel answered 2 – 3 hours per day.

At this point water runoff in Dugan Woods was briefly discussed. This item hopefully will be answered soon by the drainage district.

Trustee Paluch gave a Cornboil report, Trustee Montalto a Chamber Golf outing update.

PUBLIC COMMENTS

None.

AIRPORT REPORT

None

Adjournment

Meeting was adjourned at 7:45 pm by Trustee Johnson, seconded Trustee Geary.

Respectfully submitted, Cynthia L Galbreath, Clerk

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT MICHELS & BOARD OF TRUSTEES
FROM: FINANCE
SUBJECT: APPROVAL OF VOUCHERS
AGENDA: AUGUST 5, 2014 BOARD MEETING
DATE: AUGUST 1, 2014

ISSUE

Approval of Vouchers

DISCUSSION

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

COST

Vouchers total \$198,322.64 and manual checks total \$0.00

RECOMMENDATION

Approval of vouchers totalling \$198,322.64 and ratification of manual checks totaling \$0.00.

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VILLAGE OF SUGAR GROVE
DETAIL BOARD REPORT

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INVOICES DUE ON/BEFORE 08/05/2014

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

A0133	AURORA PARCEL SERVICE						
0718140919	07/18/14	01	W&S/SHIPPING PARTS TO MARS	50596501		08/05/14	99.90
						INVOICE TOTAL:	99.90
						VENDOR TOTAL:	99.90
A0148	AMERICAN WATER WORKS ASSOC						
7000844086	06/30/14	01	W&S/MEMBERSHIP LEMKE10/14-9/15	50596208		08/05/14	79.00
						INVOICE TOTAL:	79.00
						VENDOR TOTAL:	79.00
A0160	ARTLIP AND SONS, INC.						
178125	07/24/14	01	BM/AC REPAIRS 601 HEARTLAND	01546406		08/05/14	270.00
						INVOICE TOTAL:	270.00
						VENDOR TOTAL:	270.00
A8037	AIRGAS NORTH CENTRAL						
9919865014	06/30/14	01	W&S/CHEMICALS	50656607		08/05/14	24.50
						INVOICE TOTAL:	24.50
						VENDOR TOTAL:	24.50
A8958	AMERICAN HOMES 4 RENT						
0274000081-03	07/25/14	01	FNL W&S REF: 1146 DOOR DR	50001210		08/05/14	66.09
						INVOICE TOTAL:	66.09
						VENDOR TOTAL:	66.09
B0230	BLUE CROSS & BLUE SHIELD OF IL						
AUGUST-14	07/15/14	01	ADM/HEALTH INS AUGUST 2014	01506201		08/05/14	1,804.94
		02	POL/HEALTH INS AUGUST 2014	01516201			11,710.20
		03	S&P/HEALTH INS AUGUST 2014	01536201			2,941.80
		04	BM/HEALTH INS AUGUST 2014	01546201			885.93

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B0230	BLUE CROSS & BLUE SHIELD OF IL						
AUGUST-14	07/15/14	05	CD/HEALTH INS AUGUST 2014	01556201		08/05/14	3,120.88
		06	FIN/HEALTH INS AUGUST 2014	01566201			960.88
		07	W&S/HEALTH INS AUGUST 2014	50506201			1,492.07
		08	PW/HEALTH INS AUGUST 2014	50596201			6,093.61
		09	EMP/EMPLOYEE SHARE AUGUST 2014	01002180			7,062.43
						INVOICE TOTAL:	36,072.74
						VENDOR TOTAL:	36,072.74
B0235	BONNELL INDUSTRIES INC						
155492-IN	07/23/14	01	S&P/REPAIRS TO PATCH TRAILER	01536612		08/05/14	360.05
						INVOICE TOTAL:	360.05
						VENDOR TOTAL:	360.05
C0011	CRYDER ENTERPRISES, INC.						
1809	07/29/14	01	W&S/SANDBLAST& PAINT FIRE HYDR	50606309		08/05/14	19,125.00
						INVOICE TOTAL:	19,125.00
						VENDOR TOTAL:	19,125.00
C0027	CAM-VAC INC.						
692	07/24/14	01	W&S/TELEWISE SANITARY LINES	50656309		08/05/14	1,760.00
						INVOICE TOTAL:	1,760.00
						VENDOR TOTAL:	1,760.00
C0031	CINTAS FIRE PROTECTION CORP						
F9400083332	07/22/14	01	BM/10 MUNICIPAL DR	01546406		08/05/14	285.00
						INVOICE TOTAL:	285.00
F9400083333	07/22/14	01	BM/601 HEARTLAND 50%	01546406		08/05/14	142.50
		02	W&S/601 HEARTLAND 50%	50596406			142.50
						INVOICE TOTAL:	285.00
						VENDOR TOTAL:	570.00

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C0034	CALL ONE						
101086620000714	07/15/14	01	ADM//7/15-8/14 CALL ONE	01506502		08/05/14	56.70
		02	POL//7/15-8/14 CALL ONE	01516502			212.15
		03	S&P/7/15-8/14 CALL ONE	01536502			31.90
		04	BM/7/15-8/14 CALL ONE	01546502			94.90
		05	CD/7/15-8/14 CALL ONE	01556502			111.38
		06	FIN/7/15-8/14 CALL ONE	01566502			56.70
		07	W&S/7/15-8/14 CALL ONE	50506502			84.92
		08	PW/7/15-8/14 CALL ONE	50596502			206.97
		09	POL/TI 9392 7/15-8/14/14	01536502			113.23
		10	POL/TI 9392 7/15-8/14/14	50596502			113.22
						INVOICE TOTAL:	1,082.07
						VENDOR TOTAL:	1,082.07
C0036	CONSTELLATION						
160298390001	07/09/14	01	W&S/5222138020ENRGY6/5-7/6	50606511		08/05/14	3,556.02
		02	W&S/5222138020DLVRY6/5-7/6	50606511			2,778.38
						INVOICE TOTAL:	6,334.40
160319830001	07/10/14	01	S&P/0309004108ENRGY6/6-7/6/14	01536511		08/05/14	52.61
						INVOICE TOTAL:	52.61
160319950001	07/10/14	01	S&P0840058004ENRGY6/5-7/2	01536511		08/05/14	998.60
		02	S&P0840058004DLVRY6/5-7/2	01536511			486.87
						INVOICE TOTAL:	1,485.47
160594400001	07/10/14	01	W&S/0022092002ENRGY 6/7-7/7/14	50606511		08/05/14	149.78
		02	W&S/0022092002DLVRY 6/7-7/7/14	50606511			1,063.79
						INVOICE TOTAL:	1,213.57
160594870001	07/10/14	01	W&S/0135162168ENRGY5/21-6/23	50606511		08/05/14	2,481.20
		02	W&S/0135162168DLVRY5/21-6/23	50606511			1,720.99
						INVOICE TOTAL:	4,202.19
161932750001	07/17/14	01	S&P/2082154034ENRGY6/11-7/10	01536511		08/05/14	171.00

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C0036	CONSTELLATION						
161932750001	07/17/14	02	S&P/2082154034DLVRY6/11-7/10	01536511		08/05/14	532.31
						INVOICE TOTAL:	703.31
						VENDOR TOTAL:	13,991.55
C0361	COM ED						
070714M	07/07/14	01	S&P/0612101014LIGHTS6/4-7/3	01536511		08/05/14	2.58
						INVOICE TOTAL:	2.58
070814L	07/08/14	01	S&P/0053059135 LIGHTS5/21-6/23	01536511		08/05/14	113.00
						INVOICE TOTAL:	113.00
						VENDOR TOTAL:	115.58
C0362	COMMONWEALTH EDISON						
071014B	07/10/14	01	S/1035032066LS86/9-7/8	50656511		08/05/14	101.02
						INVOICE TOTAL:	101.02
071114K	07/11/14	01	S/9390162025 LS9 6/11-7/10	50656511		08/05/14	147.24
						INVOICE TOTAL:	147.24
						VENDOR TOTAL:	248.26
C0373	CRESCENT ELECTRIC SUPPLY CO						
095-647949-00	07/17/14	01	W&S/METER SUPPLIES	50606603		08/05/14	88.20
						INVOICE TOTAL:	88.20
						VENDOR TOTAL:	88.20
C0384	COMPUTER NETWORK MGMT. LLC						
140520	05/31/14	01	PWIT/COMPUTERS AND INSTALL	50496307		08/05/14	344.50
		02	IT/COMPUTERS AND INSTALL	01496307			344.50
						INVOICE TOTAL:	689.00
140608	06/30/14	01	IT/MAINTENANCE WORK	01496307		08/05/14	924.00

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C0384	COMPUTER NETWORK MGMT. LLC						
140608	06/30/14	02	PWIT/MAINTENANCE WORK	50496307		08/05/14	924.00
		03	PWIT/COMPUTERS AND INSTALL	50496307			813.38
		04	IT/COMPUTERS AND INSTALL	01496307			813.37
		05	PWIT/JUNGLE DISK BU MONTHLY	50496307			19.50
		06	IT/JUNGLE DISK BU MONTHLY	01496307			19.50
		07	PDIT/VIDEO,APPRIS, LEADS & MIS	01496307			1,496.00
						INVOICE TOTAL:	5,009.75
						VENDOR TOTAL:	5,698.75
C0394	CLAESSON JANITORIAL SERVICE						
5277	07/22/14	01	BM/JANITORIAL SERVICES	01546406		08/05/14	837.50
		02	W&S/JANITORIAL SERVICES	50596406			412.50
						INVOICE TOTAL:	1,250.00
						VENDOR TOTAL:	1,250.00
E0004	JAMES ECKERT						
043014	04/30/14	01	1/15,3/19,3/26,4/23	** COMMENT **		08/05/14	
043014	04/30/14	02	BD/PCOM STIPEND	01576517		08/05/14	100.00
						INVOICE TOTAL:	100.00
071614	07/16/14	01	BD/PCOM STIPEND 7/16	01576517		08/05/14	25.00
						INVOICE TOTAL:	25.00
						VENDOR TOTAL:	125.00
E0012	RANDALL ERICKSON						
2014718	07/07/14	01	CD/108 INSPECTIONS 7/7-7/20	01556309		08/05/14	4,320.00
						INVOICE TOTAL:	4,320.00
						VENDOR TOTAL:	4,320.00
E0544	ENGINEERING ENTERPRISES, INC.						

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E0544	ENGINEERING ENTERPRISES, INC.						
54594	06/30/14	01	CD/BLACKWALNUTTRLS1-6SG0011	01556303		08/05/14	250.00
						INVOICE TOTAL:	250.00
54595	06/30/14	01	CD/AMERICANHEARTLANDBANK	01556303		08/05/14	812.75
						INVOICE TOTAL:	812.75
54596	06/30/14	01	CD/AURORASPORTSMANSCLUB	01556303		08/05/14	942.50
						INVOICE TOTAL:	942.50
54597	06/30/14	01	CD/689NHEARTLANDMETROLIFT	01556303		08/05/14	180.00
						INVOICE TOTAL:	180.00
54598	06/30/14	01	S&P/DRAINAGE DIST 1 SG1313	01536303		08/05/14	271.25
						INVOICE TOTAL:	271.25
54599	06/30/14	01	CD/PRAIRIEGLENORLEANS	01556303		08/05/14	571.50
						INVOICE TOTAL:	571.50
54600	06/30/14	01	CD/SENIORLIVINGCTRSG1402	01556303		08/05/14	4,792.75
						INVOICE TOTAL:	4,792.75
54601	06/30/14	01	S&P/2014MFT PROGRAM SG1407	35506303		08/05/14	2,689.60
						INVOICE TOTAL:	2,689.60
54602	06/30/14	01	S&P/DUGAN RDBUCKTAILIMPRSG1411	35536303		08/05/14	465.00
						INVOICE TOTAL:	465.00
54603	06/30/14	01	CD/VILLAGEBIBLECHURCHIMPR	01556303		08/05/14	310.00
						INVOICE TOTAL:	310.00
54610	06/30/14	01	S&P/UTILITYPERMITS EVUE SG1400	01536303		08/05/14	896.50
						INVOICE TOTAL:	896.50
54611	06/30/14	01	S&P/47/BLISS/WHEELER PHI&II	35536303		08/05/14	28,610.50
						INVOICE TOTAL:	28,610.50

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E0544	ENGINEERING ENTERPRISES, INC.						
54612	06/30/14	01	S&P/WHEELER RD CONCRETE SWALE	01536303		08/05/14	841.50
						INVOICE TOTAL:	841.50
INV1	06/30/14	01	S&P/DUGAN RD LAFO SG1302	32536303		08/05/14	1,210.26
						INVOICE TOTAL:	1,210.26
						VENDOR TOTAL:	42,844.11
E1899	ERO-TXT, LTD						
85485	06/27/14	01	S&P/LANDSCAPE SUPPLIES 140&160	30507002		08/05/14	396.00
						INVOICE TOTAL:	396.00
						VENDOR TOTAL:	396.00
F0602	4 SEASONS LANDSCAPING PLUS, INC						
5426E	07/28/14	01	S&P/LANDSCAPING IN ROW	01536405		08/05/14	1,993.13
		02	W&S/LANDSCAPING AT WELL HOUSES	50606406			1,993.12
						INVOICE TOTAL:	3,986.25
						VENDOR TOTAL:	3,986.25
F0656	FOX METRO WATER RECLAMATION						
072114	07/21/14	01	BM/10 MUNI SEWER 4/30-6/30/14	01546512		08/05/14	54.23
						INVOICE TOTAL:	54.23
072114A	07/21/14	01	BM/601 HEARTLANDSEWER4/30-6/30	01546512		08/05/14	39.44
		02	BM/601HEARTLANDSEWER 4/30-6/30	50596512			39.44
						INVOICE TOTAL:	78.88
						VENDOR TOTAL:	133.11
G0008	GRISWOLD INDUSTRIES						
643046	07/22/14	01	W&S/WELL 8 PARTS	50606603		08/05/14	756.00
						INVOICE TOTAL:	756.00
						VENDOR TOTAL:	756.00

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H0827 HOME DEPOT CREDIT SERVICES							
9052592	06/09/14	01	S&P/SHOP SUPPLIES	01536603		08/05/14	189.93
		02	W&S/SHOP SUPPLIES	50596603			189.93
						INVOICE TOTAL:	379.86
						VENDOR TOTAL:	379.86
I0040 ILLINOIS SECTION AMERICAN							
200012469	07/24/14	01	W&S/METER SYMPOSIUM	50596208		08/05/14	48.00
						INVOICE TOTAL:	48.00
200012470	07/24/14	01	W&S/WATER OPERATOR REFERESHER	50596208		08/05/14	32.00
						INVOICE TOTAL:	32.00
						VENDOR TOTAL:	80.00
I0909 ICC							
426862	05/15/14	01	2014 NEC TABS	01556608		08/05/14	47.24
						INVOICE TOTAL:	47.24
437281	06/13/14	01	CD/2015ICC&NEC CODE BOOKS	01556608		08/05/14	646.95
						INVOICE TOTAL:	646.95
445799	07/11/14	01	2015 COMPLETE TAB SET	01556608		08/05/14	92.00
						INVOICE TOTAL:	92.00
						VENDOR TOTAL:	786.19
I0943 ILLINOIS STATE TOLL							
G14592615	07/05/14	01	S&P/TOLLS	01536507		08/05/14	1.70
		02	W&S/TOLLS	50596507			16.50
		03	FIN/TOLLS	01566507			1.50
		04	W&S/TOLLS	50506507			1.50
						INVOICE TOTAL:	21.20
						VENDOR TOTAL:	21.20

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I0959	INTERGOVERNMENTAL RISK						
0013477	06/30/14	01	ADM/DEDUCTIBLE JUNE 2014	01506514		08/05/14	603.30
		02	W&S/DEDUCTIBLE JUNE 2014	50506514			603.31
						INVOICE TOTAL:	1,206.61
						VENDOR TOTAL:	1,206.61
I8024	ILLINOIS HOMICIDE						
07302014	07/30/14	01	POL/CONFERENCE REG S KURZAWA	01516208		08/05/14	195.00
						INVOICE TOTAL:	195.00
						VENDOR TOTAL:	195.00
J1003	J & S CONSTRUCTION						
2034467	07/17/14	01	W&S/REPAIR 6" WATERMAIN	50606309		08/05/14	5,070.50
		02	6 FERNILEE CT	** COMMENT **			
						INVOICE TOTAL:	5,070.50
						VENDOR TOTAL:	5,070.50
J1030	JIMS TRUCK INSPECTION & REPAIR						
152125	07/22/14	01	S&P/INSPECTION TRK 10	01536407		08/05/14	26.00
						INVOICE TOTAL:	26.00
152130	07/22/14	01	W&S/INSPECTION TRK 07	50596407		08/05/14	26.00
		02	W&S/INSPECTION TRK 317	50596407			25.00
						INVOICE TOTAL:	51.00
152134	07/23/14	01	W&S/INSPECTION UNIT 204	50596407		08/05/14	39.00
						INVOICE TOTAL:	39.00
152138	07/23/14	01	W&S/INSPECTION TRK 13	50596407		08/05/14	25.00
						INVOICE TOTAL:	25.00
152203	07/29/14	01	W&S/INSPECTION TRK 11	50596407		08/05/14	26.00
						INVOICE TOTAL:	26.00
						VENDOR TOTAL:	167.00

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K0017	KONICA MINOLTA PREMIER FINANCE						
258351881	07/24/14	01	ADM/COPIER LEASE AUG 14 47.9%	01506402		08/05/14	239.30
		02	UB/COPIER LEASE AUG 14 16.0%	50506402			79.75
		03	POL/COPIER LEASE AUG 14 36.1%	01516402			180.95
		04	S&P/COPIER LEASE AUG 14 15.0%	01536402			43.20
		05	BM/COPIER LEASE AUG 14 2.0%	01546402			5.76
		06	CD/COPIER LEASE AUG 14 70.0%	01556402			201.60
		07	W&S/COPIER LEASE AUG 14 13.0%	50596402			37.44
						INVOICE TOTAL:	788.00
						VENDOR TOTAL:	788.00
K1122	KENDALL COUNTY CONCRETE INC						
33889	07/15/14	01	S&P/CONCRETE WINDSTONE SIDWALK	01536609		08/05/14	342.00
						INVOICE TOTAL:	342.00
						VENDOR TOTAL:	342.00
K1321	KONICA MINOLTA BUSINESS						
9000703871	07/14/14	01	S&P/COPIES THRU 7/14/14	01536403		08/05/14	14.15
		02	CD/COPIES THRU 7/14/14	01556403			105.29
		03	W&S/COPIES THRU 7/14/14	50596403			13.91
						INVOICE TOTAL:	133.35
						VENDOR TOTAL:	133.35
L0005	LAFARGE ELBURN LLC						
30715832	06/26/14	01	S&P/STONEFOR140&160MUNICIPAL	30507002		08/05/14	435.68
						INVOICE TOTAL:	435.68
						VENDOR TOTAL:	435.68
M0003	MCKIRGAN BROTHERS OIL CO.						
77312	06/09/14	01	S&P/OIL & ANTIFREEZE	01536601		08/05/14	544.50
		02	W&S/ OIL & ANTIFREEZE	50596601			544.50
						INVOICE TOTAL:	1,089.00
						VENDOR TOTAL:	1,089.00

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M0020	MARS COMPANY						
181356	07/08/14	01	W&S/TRANSMITTERS AND PARTS	50606603		08/05/14	373.00
						INVOICE TOTAL:	373.00
						VENDOR TOTAL:	373.00
M0024	MCHENRY ANALYTICAL WATER						
1403447	07/09/14	01	W&S/WATER SAMPLES COLIFORM	50606311		08/05/14	228.00
						INVOICE TOTAL:	228.00
314776	07/11/14	01	W&S/WATER SAMPLES NITRATE	50606311		08/05/14	12.00
						INVOICE TOTAL:	12.00
314890	07/14/14	01	W&S/MONTHLY MGMT FEE 2014-2015	50606311		08/05/14	290.00
						INVOICE TOTAL:	290.00
						VENDOR TOTAL:	530.00
M0025	MUTUAL OF OMAHA						
339088046	07/22/14	01	ADM/LIFE INS AUG 2014	01506202		08/05/14	13.20
		02	POL/LIFE INS AUG 2014	01516202			96.00
		03	S&P/LIFE INS AUG 2014	01536202			31.20
		04	BM/LIFE INS AUG 2014	01546202			8.80
		05	CD/LIFE INS AUG 2014	01556202			32.00
		06	FIN/LIFE INS AUG 2014	01566202			8.00
		07	W&S/LIFE INS AUG 2014	50506202			10.80
		08	PW/LIFE INS AUG 2014	50596202			56.00
						INVOICE TOTAL:	256.00
						VENDOR TOTAL:	256.00
M1316	MID AMERICAN WATER						
094845A	07/08/14	01	W&S/HYDRANT PARTS	50606603		08/05/14	178.00
						INVOICE TOTAL:	178.00
104535A	07/08/14	01	S&P/CONC ADJ RINGS FOR STORM D	01536609		08/05/14	471.50
						INVOICE TOTAL:	471.50

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M1316	MID AMERICAN WATER						
104535A-1	07/09/14	01	S&P/WATERSTOPPER FOR STORM DRA	01536609		08/05/14	288.00
						INVOICE TOTAL:	288.00
104535A-2	07/16/14	01	S&P/1" CONC ADJ RINGS	01536609		08/05/14	120.00
						INVOICE TOTAL:	120.00
104727A	07/15/14	01	W&S/FIRE HYDRANT-BLISS RD	50606603		08/05/14	2,400.00
		02	W&S/HYDRANT GREASE	50606603			204.00
						INVOICE TOTAL:	2,604.00
104811A	07/15/14	01	W&S/WATER MAIN REPAIR 6 FERNIL	50606603		08/05/14	761.56
						INVOICE TOTAL:	761.56
94820A	06/18/14	01	W&S/B-BOX PARTS, MARKING PAING	50606603		08/05/14	448.00
						INVOICE TOTAL:	448.00
						VENDOR TOTAL:	4,871.06
N0280	NCPERS GROUP LIFE INSURANCE						
41660804	07/23/14	01	BARNA TOM	01002180		08/05/14	16.00
		02	SUPPLEMENTAL LIFE INS -AUG14	** COMMENT **			
						INVOICE TOTAL:	16.00
41660814	07/23/14	02	GALBREATH, CINDY	01002180		08/05/14	16.00
		03	SPECIALE, ANTHONY	01002180			16.00
		04	ROSSLER, JACOB	01002180			16.00
		05	PAYTON, GEOFFREY	01002180			16.00
		06	MILEWSKI, JENNIFER	01002180			16.00
		07	LEMKE, CHRIS	01002180			16.00
		08	BEACH, BRYAN	01002180			16.00
		09	SUPPLEMENTAL LIFE INS -AUG14	** COMMENT **			
						INVOICE TOTAL:	112.00
						VENDOR TOTAL:	128.00
N1415	NICOR GAS						

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N1415	NICOR GAS						
072314	07/23/14	01	W&S/27-73-72-1000 8 WH 4	50606510		08/05/14	23.13
						INVOICE TOTAL:	23.13
072314A	07/23/14	01	W&S/94-50-04-8248 7 LS9	50656510		08/05/14	82.67
						INVOICE TOTAL:	82.67
072414	07/24/14	01	W&S/0618790000 3 WH7 6/23-7/24	50606510		08/05/14	41.20
						INVOICE TOTAL:	41.20
072414A	07/24/14	01	W&S/06772635188 LS7 6/23-7/23	50656510		08/05/14	39.46
						INVOICE TOTAL:	39.46
						VENDOR TOTAL:	186.46
N1444	NORTH AMERICAN SALT CO.						
71195860	07/21/14	01	W&S/SALT WELL #10	50606607		08/05/14	2,793.11
						INVOICE TOTAL:	2,793.11
						VENDOR TOTAL:	2,793.11
O1502	IRV OCHSENSCHLAGER						
043014	04/30/14	01	1/15,3/19,3/26,4/23		** COMMENT **	08/05/14	
043014	04/30/14	02	BD/PCOM STIPEND-	01576517		08/05/14	100.00
						INVOICE TOTAL:	100.00
071714	07/17/14	01	BD/PCOM STIPEND- 5/28	01576517		08/05/14	25.00
						INVOICE TOTAL:	25.00
						VENDOR TOTAL:	125.00
O1520	THE OFFICE WORKS						
235234I	07/09/14	01	W&S/POSTCARDS FOR L&C SAMPLING	50596613		08/05/14	26.99
						INVOICE TOTAL:	26.99

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O1520	THE OFFICE WORKS						
235317	07/14/14	01	W&S/BOXES FOR L&C SAMPLES	50606311		08/05/14	50.00
						INVOICE TOTAL:	50.00
235330I	07/14/14	01	CD/RECEIPT BOOK FOLDERS PAPER	01556613		08/05/14	98.19
						INVOICE TOTAL:	98.19
235405I	07/16/14	01	FIN/COPY PAPER	01566613		08/05/14	73.98
		02	W&S/COPY PAPER	50506613			73.98
						INVOICE TOTAL:	147.96
						VENDOR TOTAL:	323.14
O1535	ORLEANS RHIL						
0221000039-00	07/25/14	01	FNL W&S REF: 467 SNOW ST	50001210		08/05/14	27.50
						INVOICE TOTAL:	27.50
0221000058-00	07/25/14	01	FNL W&S REF: 542 SNOW ST	50001210		08/05/14	40.97
						INVOICE TOTAL:	40.97
221000066-00	07/25/14	01	FNL W&S REF:624 RIDGEVIEW LN	50001210		08/05/14	39.19
						INVOICE TOTAL:	39.19
						VENDOR TOTAL:	107.66
P0006	PADDOCK PUBLICATIONS INC						
T4378470	07/05/14	01	CD/IMPOUND YARDS IN M1 PUBHEAR	01556503		08/05/14	69.00
						INVOICE TOTAL:	69.00
T4379839	07/18/14	01	CD/HANNAFORD FRMS 3RD AA	01556503		08/05/14	104.65
		02	AMENDED PUBLIC NOTICE	** COMMENT **			
						INVOICE TOTAL:	104.65
						VENDOR TOTAL:	173.65
P0007	PRINCIPAL LIFE GROUP,						

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P0007	PRINCIPAL LIFE GROUP,						
AUGUST14	07/17/14	01	ADM/DENTAL INS AUGUST 2014	01506201		08/05/14	218.31
		02	POL/DENTAL INS AUGUST 2014	01516201			1,481.85
		03	S&P/DENTAL INS AUGUST 2014	01536201			377.36
		04	BM/DENTAL INS AUGUST 2014	01546201			117.55
		05	CD/DENTAL INS AUGUST 2014	01556201			421.92
		06	FIN/DENTAL INS AUGUST 2014	01566201			128.70
		07	W&S/DENTAL INS AUGUST 2014	50506201			167.77
		08	PW/DENTAL INS AUGUST 2014	50596201			705.85
		09	EMP/EMPLOYEE SHARE AUGUST 2014	01002180			88.93
						INVOICE TOTAL:	3,708.24
						VENDOR TOTAL:	3,708.24
P0031	PROSHRED SECURITY						
100046463	07/11/14	01	ADM/SHREDDING SERVICE JUNE2014	01506309		08/05/14	12.50
		02	POL/SHREDDING SERVICE JUNE2014	01516309			12.50
		03	BRD/SHREDDING SERVICE JUNE2014	01576309			12.50
		04	FIN/SHREDDING SERVICE JUNE2014	01566309			12.50
		05	CD/SHREDDING SERVICE JUNE2014	01556309			5.00
						INVOICE TOTAL:	55.00
						VENDOR TOTAL:	55.00
P0500	VICTOR E. PUSCAS, JR.						
115	07/16/14	01	POL/PRESIDE VEHICLE SEIZURE	01516301		08/05/14	350.00
						INVOICE TOTAL:	350.00
						VENDOR TOTAL:	350.00
R1813	RICH'S AUTO SERVICE						
07012014	07/01/14	01	POL/OIL, FILTER, TIRE REPAIRSQ44	01516407		08/05/14	55.70
						INVOICE TOTAL:	55.70
07072014	07/07/14	01	POL/OIL, FILTER, WIPERS SQ43	01516407		08/05/14	68.40
						INVOICE TOTAL:	68.40

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R1813	RICH'S AUTO SERVICE						
07152014	07/15/14	01	POL/OILFILTERTIRESQ41	01516407		08/05/14	59.30
						INVOICE TOTAL:	59.30
07172014	07/17/14	01	POL/OILFILTER SQUAD48	01516407		08/05/14	42.10
						INVOICE TOTAL:	42.10
						VENDOR TOTAL:	225.50
R1844	RIVER VIEW FORD, INC.						
114594	07/24/14	01	W&S/REPAIR PARTS TRK #11	50596407		08/05/14	462.08
						INVOICE TOTAL:	462.08
FOCS345025	07/24/14	01	POL/RPAIRS 06 FORD EXPEDITION	01516407		08/05/14	1,057.39
						INVOICE TOTAL:	1,057.39
						VENDOR TOTAL:	1,519.47
R1857	RYAN REULAND						
043014	04/30/14	01	1/15,3/19,4/23			08/05/14	
						** COMMENT **	
043014	04/30/14	02	BD/PCOM STIPEND-	01576517		08/05/14	75.00
						INVOICE TOTAL:	75.00
						VENDOR TOTAL:	75.00
R1891	RUSSO POWER EQUIPMENT						
2076980	07/18/14	01	S&P/MOWER PARTS	01536612		08/05/14	104.43
						INVOICE TOTAL:	104.43
						VENDOR TOTAL:	104.43
S1939	SPEER FINANCIAL, INC.						
SERV7/21	07/21/14	01	FIN/STMT DISCLOSURES 50%	01566302		08/05/14	85.00
		02	W&S/STMT DISCLOSURES 50%	50506302			85.00
						INVOICE TOTAL:	170.00
						VENDOR TOTAL:	170.00

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T0001459 RRSA DBA ROOFMASTERS							
20140413	07/16/14	01	CD/DUPLICATE PERM FEE FOR ROOF	01003310		08/05/14	65.00
		02	20140413	** COMMENT **			
						INVOICE TOTAL:	65.00
						VENDOR TOTAL:	65.00
T0001460 HEIDI LENDI							
043014	04/30/14	01	1/15,3/19,3/26,4/23	** COMMENT **		08/05/14	
043014	04/30/14	02	BOARD/PLAN COMM STIPEND	01576517		08/05/14	100.00
						INVOICE TOTAL:	100.00
071714	07/17/14	01	5/2/,7/16	** COMMENT **		08/05/14	
071714	07/17/14	02	BOARD/PLAN COMM STIPEND	01576517		08/05/14	50.00
						INVOICE TOTAL:	50.00
						VENDOR TOTAL:	150.00
T0001462 REBECCA SABO							
043014	04/30/14	01	1/15,3/19,3/26	** COMMENT **		08/05/14	
043014	04/30/14	02	BOARD/PLAN COMM STIPEND	01576517		08/05/14	75.00
						INVOICE TOTAL:	75.00
071714	07/17/14	01	5/28,7/16	** COMMENT **		08/05/14	
071714	07/17/14	02	BOARD/PLAN COMM STIPEND	01576517		08/05/14	50.00
						INVOICE TOTAL:	50.00
						VENDOR TOTAL:	125.00
T0001463 JOHN GUDDENDORF							
043014	04/30/14	01	1/15,3/19,3/26,4/23	** COMMENT **		08/05/14	

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T0001463 JOHN GUDDENDORF							
043014	04/30/14	02	BOARD/PLAN COMM STIPEND	01576517		08/05/14	100.00
						INVOICE TOTAL:	100.00
071714	07/17/14	01	5/28,7/16	** COMMENT **		08/05/14	
071714	07/17/14	02	BOARD/PLAN COMM STIPEND	01576517		08/05/14	50.00
						INVOICE TOTAL:	50.00
						VENDOR TOTAL:	150.00
T0001464 MARY HEINEMAN							
043014	04/30/14	01	1/15,3/19,3/26	** COMMENT **		08/05/14	
043014	04/30/14	02	BOARD/PLAN COMM STIPEND	01576517		08/05/14	75.00
						INVOICE TOTAL:	75.00
071614	07/16/14	01	BOARD/PLAN COMM STIPEND 7/16	01576517		08/05/14	25.00
						INVOICE TOTAL:	25.00
						VENDOR TOTAL:	100.00
T0001465 ANGELA SKAGGS							
2014717	07/17/14	01	CD/REFESCROW UNIT 8 SANITARY	01002359		08/05/14	15,540.00
		02	LOT 337 IN BWT UNIT 8	** COMMENT **			
						INVOICE TOTAL:	15,540.00
						VENDOR TOTAL:	15,540.00
T0001466 MERY DEKING							
0210000183-00	07/25/14	01	FNL W&S REF: 324 BASTIAN DR	50001210		08/05/14	44.83
						INVOICE TOTAL:	44.83
						VENDOR TOTAL:	44.83
T0001467 DOROTHY KLIEBHAN							

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T0001467 DOROTHY KLIEBHAN							
0264000137-01	07/25/14	01	FNL W&S REF: 13 PENNY LN	50001210		08/05/14	36.46
						INVOICE TOTAL:	36.46
						VENDOR TOTAL:	36.46
T0001468 SCOT & VLAERIE RUTHERFORD							
0273000243-01	07/25/14	01	FNL W&S REF: 660 SHEFFIELD CIR	50001210		08/05/14	8.81
						INVOICE TOTAL:	8.81
						VENDOR TOTAL:	8.81
T0001469 ANN SULLIVAN							
FALL2013	07/30/14	01	S&P/REFUND FOR TREE FALL 2013	01536606		08/05/14	192.00
		02	TREE REMOVED	** COMMENT **			
						INVOICE TOTAL:	192.00
						VENDOR TOTAL:	192.00
T0013 TRAFFIC ANALYSIS & DESIGN INC							
10358	06/30/14	01	S&P/ENGR SERVICES THRU 6/30/14	35536303		08/05/14	11,928.00
		02	GRANART	** COMMENT **			
						INVOICE TOTAL:	11,928.00
						VENDOR TOTAL:	11,928.00
V1610 VILLAGE OF SUGAR GROVE							
071114	07/11/14	01	S&P/FUEL	01536601		08/05/14	102.00
		02	PD/KCCA-PR	01516208			15.00
		03	CD/RECORD PLAT-KCR	01556309			2.00
						INVOICE TOTAL:	119.00
						VENDOR TOTAL:	119.00
V2205 VALLEY FIRE PROTECTION SYSTEMS							
097676	07/01/14	01	BM/FIRE SPRINKLER 160 MUNICIPA	30507002		08/05/14	250.00
						INVOICE TOTAL:	250.00

DATE: 08/01/14
TIME: 08:28:35
ID: AP441000.WOW

VILLAGE OF SUGAR GROVE
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 08/05/2014

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

V2205 VALLEY FIRE PROTECTION SYSTEMS							
097677	07/01/14	01	BM/FIRE SPRINKLER 140 MUNICIPA	30507002		08/05/14	250.00
						INVOICE TOTAL:	250.00
						VENDOR TOTAL:	500.00
V2231 VERIZON WIRELESS							
9728159590	07/06/14	01	PD/CELLULAR CHRGS 6/7-7/6/14	01516502		08/05/14	292.18
		02	S&P/CELLULAR CHRGS 6/7-7/6/14	01536502			96.06
		03	BM/CELLULAR CHRGS 6/7-7/6/14	01546502			18.24
		04	CD/CELLULAR CHRGS 6/7-7/6/14	01556502			60.04
		05	FIN/CELLULAR CHRGS 6/7-7/6/14	01566502			62.57
		06	BM/CELLULAR CHRGS 6/7-7/6/14	01576502			60.04
		07	W&S/CELLULAR CHRGS 6/7-7/6/14	50506502			1.62
		08	PW/CELLULAR CHRGS 6/7-7/6/14	50596502			294.42
		09	PD/MOBIL BROADBAND CARDS	01516502			380.10
						INVOICE TOTAL:	1,265.27
						VENDOR TOTAL:	1,265.27
V2232 VESCO REPROGRAPHIC							
R63729	07/16/14	01	CD/PRAIRIE GROVE COMMONS PLAN	01556309		08/05/14	23.00
						INVOICE TOTAL:	23.00
R69776	07/18/14	01	CD/PRAIRIE GROVE COMMONS PLAN	01556309		08/05/14	29.00
						INVOICE TOTAL:	29.00
						VENDOR TOTAL:	52.00
V8033 WILSON NURSERIES							
0255252	06/18/14	01	S&P/TREES FOR SPRING50/50PLANT	01536606		08/05/14	7,815.00
						INVOICE TOTAL:	7,815.00
						VENDOR TOTAL:	7,815.00
						TOTAL ALL INVOICES:	198,322.64

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: PAT CHAMBERLIN, FINANCE DIRECTOR
SUBJECT: MONTHLY TREASURER'S REPORT
AGENDA: AUGUST 5, 2014 REGULAR BOARD MEETING
DATE: JULY 21, 2014

ISSUE

Should the Village Board approve the June 2014 monthly Treasurer's report.

DISCUSSION

The Summarized Revenue & Expense Reports are attached (pages 1 - 9). At June 30, 2014 we are through 2 months of the year (16.6%).

The General Fund revenues and expenditures are at 27.4% and 14.5%, respectively. Revenues are higher than budget due to the receipt of property taxes; expenditures are lower than budget as many expenditures are attributable to the prior fiscal year, for which journal entries have already been made. The following expenditures have budget or actual amounts over \$5,000 and are higher than budget by 10% or more:

		<u>Budget</u>	<u>Actual</u>	<u>% Spent</u>	
01-50-6208	Training & Membership	6,383	2,269	35.6%	A
01-51-6209	Uniform Allowance	10,205	4,800	47.1%	B
01-51-6603	Specialized Supplies	10,525	3,147	29.9%	C
01-53-6403	Repair, Maint, Svc-Equip.	3,697	13,671	369.7%	D
01-55-6309	Other Professional Svc.	69,050	20,240	29.4%	E
01-56-6307	I.S. Services	5,827	6,236	107.0%	F

- A Adm – The overage is due the timing of membership dues, which are budgeted items. This account is not expected to exceed fiscal year budget.
- B Pol – This is due to the timing of payments for uniform allowance. This is a budgeted item.
- C Pol – Overage is due to the purchase of ammunition. This account will continue to be monitored.
- D Str – This is due the replacement of a salt spreader on a vehicle. This expenditure has an offset in revenues as a claim was filed with the Village's insurance carrier.

- E CD – This is attributed to the reimbursement of development fees.
- F Fin – This is due to a higher than expected increase for the Village’s financial software maintenance agreement. This account will remain over budget for the fiscal year.

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

The General Capital Projects Fund revenues are at 20.0% and expenditures are at 513.4%. The expenditures are high due to the purchase of additional buildings as well as the interfund transfer of funds for the final Municipal and Galena project to the State of Illinois.

The Industrial TIF #1 Fund revenues are at 2.6% and expenditures are at 0.0%. Expenditures are low due to projects not starting yet this year.

The Industrial TIF #2 Fund expenditures are at 0.0%. The expenditures are low due to projects not starting yet this year.

The Infrastructure Capital Projects Fund revenues are at 37.8% and expenditures are 1.4%. Low expenditures are attributed to the Dugan Road construction having yet to commence.

The Debt Service Fund revenues are at 16.7% and the expenditures are at 9.0%.

The Waterworks and Sewerage Fund operating revenues and operating expenses are at 15.7% and 21.3%, respectively. The capital revenues and expenses are at 18.7% and 12.3%, respectively. Operating expenses are high due to the timing of debt payments throughout the year. The following expenses have budget or actual amounts over \$5,000 and are higher than budget by 10% or more:

		<u>Budget</u>	<u>Actual</u>	<u>% Spent</u>	
50-50-6307	I.S. Services	8,187	6,594	80.6%	G
50-50-8002	Debt – Principal	639,957	316,935	49.6%	H
50-50-8003	Debt – Interest	164,790	49,275	29.9%	I
50-71-8003	Debt – Interest	95,525	48,213	50.5%	J

- G Adm – This is due to a higher than expected increase for the Village’s financial software maintenance agreement. This account will remain over budget for the fiscal year.
- H Adm – This is high due to the timing of debt payments throughout the year and will not exceed budget.
- I Adm – This is high due to the timing of debt payments throughout the year and will not exceed budget.

J Water Ops. – This is high due to the timing of debt payments throughout the year and will not exceed budget.

The Refuse Fund revenues and expenses are at 16.3% and 8.5%, respectively. The expenses are below expectations due to the timing of payments being made to Waste Management.

Staff projected and included 41 residential and 6 commercial, and 350 miscellaneous permits in the fiscal year 2014 – 2015 budget approved by the Village Board, which we will track throughout the fiscal year and report on. As of July 23, 2014, 9 of the residential, 6 of the commercial, and 408 of the miscellaneous permits have been issued. The following accounts will be included in each Treasurer's Report to reflect the revenues from building activity:

		<u>Budget</u>	<u>Actual</u>	<u>% Earned</u>
01-00-3310	Building Permits	69,440	37,026	53.4%
01-00-3320	Cert of Occupancy Fees	4,500	1,100	24.5%
01-00-3330	Plan Review Fees	5,119	2,095	41.0%
01-00-3340	Reinspection Fees	3,051	1,230	40.4%
01-00-3740	Zoning and Filing Fees	8,000	1,800	22.5%
01-00-3760	Review and Dev. Fees	126,680	14,585	11.6%
30-00-3850	Improvement Donations	31,680	6,212	19.7%
30-00-3852	Life Safety-Police	2,330	1,800	77.3%
30-00-3853	Life Safety-Streets	2,330	1,800	77.3%
35-00-3855	Road Impact Fee	160,320	26,523	16.6%
50-00-3310	Meter Reinspections	618	240	38.9%
50-00-3670	Meter Sales	25,580	6,033	23.6%
50-01-3651	Water Tap-On Fees	92,402	26,184	28.4%
50-01-3652	Sewer Tap-On Fees	13,984	3,918	28.1%
50-01-3791	Fire Suppr Tap-On Fee	11,602	8,702	75.0%

COST

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

RECOMMENDATION

That the Board approve the June 2014 monthly Treasurer's reports.

VILLAGE OF SUGAR GROVE
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: GENERAL FUND						
FOR 2 PERIODS ENDING						
DEPARTMENT DESCRIPTION	JUNE 30, 2014		% VARI-ANCE	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI-ANCE
	JUNE BUDGET	JUNE ACTUAL				
REVENUES						
REVENUES	397,903.80	860,832.06	116.3	4,774,844.00	1,304,746.31	(72.6)
TOTAL REVENUES	397,903.80	860,832.06	116.3	4,774,844.00	1,304,746.31	(72.6)
EXPENSES						
INFORMATION TECHNOLOGY	3,188.51	8,153.38	(155.7)	38,262.00	8,195.88	78.5
ADMINISTRATION	31,582.07	21,736.72	31.1	378,984.00	52,798.37	86.0
POLICE	189,956.59	171,833.96	9.5	2,279,478.00	370,475.04	83.7
PUBLIC WORKS- STREET DIVISION	84,533.07	62,646.43	25.8	1,014,395.00	107,656.47	89.3
BUILDING MAINTENANCE	13,888.78	10,063.87	27.5	166,664.00	20,587.49	87.6
COMMUNITY DEVELOPMENT	53,554.15	52,152.35	2.6	642,649.00	93,077.82	85.5
FINANCE	12,315.34	10,565.89	14.2	147,783.00	30,291.33	79.5
BOARD AND COMMISSIONS	7,059.97	1,316.34	81.3	84,719.00	5,117.35	93.9
TOTAL EXPENSES	396,078.48	338,468.94	14.5	4,752,934.00	688,199.75	85.5
TOTAL FUND REVENUES	397,903.80	860,832.06	116.3	4,774,844.00	1,304,746.31	(72.6)
TOTAL FUND EXPENSES	396,078.48	338,468.94	14.5	4,752,934.00	688,199.75	85.5
SURPLUS (DEFICIT)	1,825.32	522,363.12	8517.6	21,910.00	616,546.56	2713.9

VILLAGE OF SUGAR GROVE
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: GENERAL CAPITAL PROJECTS FUND
 FOR 2 PERIODS ENDING JUNE 30, 2014

DEPARTMENT DESCRIPTION	JUNE BUDGET	JUNE ACTUAL	% VARI- ANCE	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES						
REVENUES	26,839.93	29,096.55	8.4	322,079.00	64,405.92	(80.0)
TOTAL REVENUES	26,839.93	29,096.55	8.4	322,079.00	64,405.92	(80.0)
EXPENSES						
ADMINISTRATION	0.00	964,804.07	100.0	0.00	966,004.07	100.0
POLICE	9,081.42	9,081.42	0.0	108,977.00	18,162.84	83.3
PUBLIC WORKS STREETS	35,000.00	1,731,793.11	(4847.9)	420,000.00	1,731,793.11	(312.3)
BUILDING MAINTENANCE	0.00	0.00	0.0	0.00	0.00	0.0
COMMUNITY DEVELOPMENT	0.00	0.00	0.0	0.00	0.00	0.0
FINANCE	0.00	0.00	0.0	0.00	0.00	0.0
TOTAL EXPENSES	44,081.42	2,705,678.60	(6037.9)	528,977.00	2,715,960.02	(413.4)
TOTAL FUND REVENUES	26,839.93	29,096.55	8.4	322,079.00	64,405.92	(80.0)
TOTAL FUND EXPENSES	44,081.42	2,705,678.60	(6037.9)	528,977.00	2,715,960.02	(413.4)
SURPLUS (DEFICIT)	(17,241.49)	(2,676,582.05)	5424.0	(206,898.00)	(2,651,554.10)	1181.5

VILLAGE OF SUGAR GROVE
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: INDUSTRIAL TIF #1 FUND
 FOR 2 PERIODS ENDING JUNE 30, 2014

DEPARTMENT DESCRIPTION	JUNE BUDGET	JUNE ACTUAL	% VARI- ANCE	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE

REVENUES						
REVENUES	44,465.67	13,489.71	(69.6)	533,588.00	13,489.71	(97.4)

TOTAL REVENUES	44,465.67	13,489.71	(69.6)	533,588.00	13,489.71	(97.4)

EXPENSES						
PUBLIC WORKS STREETS	65,858.34	0.00	100.0	790,300.00	0.00	100.0
COMMUNITY DEVELOPMENT	41.67	0.00	100.0	500.00	0.00	100.0

TOTAL EXPENSES	65,900.01	0.00	100.0	790,800.00	0.00	100.0

TOTAL FUND REVENUES	44,465.67	13,489.71	(69.6)	533,588.00	13,489.71	(97.4)
TOTAL FUND EXPENSES	65,900.01	0.00	100.0	790,800.00	0.00	100.0
SURPLUS (DEFICIT)	(21,434.34)	13,489.71	(162.9)	(257,212.00)	13,489.71	(105.2)

VILLAGE OF SUGAR GROVE
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: INDUSTRIAL TIF #2 FUND
 FOR 2 PERIODS ENDING JUNE 30, 2014

DEPARTMENT DESCRIPTION	JUNE BUDGET	JUNE ACTUAL	VARI- ANCE	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE

EXPENSES						
COMMUNITY DEVELOPMENT	41.67	0.00	100.0	500.00	0.00	100.0

TOTAL EXPENSES	41.67	0.00	100.0	500.00	0.00	100.0

VILLAGE OF SUGAR GROVE
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: INFRASTRUCTURE CAP PROJ FUND
 FOR 2 PERIODS ENDING JUNE 30, 2014

DEPARTMENT DESCRIPTION	JUNE BUDGET	JUNE ACTUAL	% VARI- ANCE	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES						
REVENUES	443,844.68	1,818,729.87	309.7	5,326,136.00	2,012,465.66	(62.2)
TOTAL REVENUES	443,844.68	1,818,729.87	309.7	5,326,136.00	2,012,465.66	(62.2)
EXPENSES						
MOTOR FUEL TAX	23,004.25	0.00	100.0	276,051.00	0.00	100.0
STREETS DIVISION	469,425.59	42,160.22	91.0	5,633,107.00	82,406.02	98.5
BUILDING & ZONING	0.00	0.00	0.0	0.00	0.00	0.0
TOTAL EXPENSES	492,429.84	42,160.22	91.4	5,909,158.00	82,406.02	98.6
TOTAL FUND REVENUES	443,844.68	1,818,729.87	309.7	5,326,136.00	2,012,465.66	(62.2)
TOTAL FUND EXPENSES	492,429.84	42,160.22	91.4	5,909,158.00	82,406.02	98.6
SURPLUS (DEFICIT)	(48,585.16)	1,776,569.65	(3756.6)	(583,022.00)	1,930,059.64	(431.0)

VILLAGE OF SUGAR GROVE
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: DEBT SERVICE FUND
 FOR 2 PERIODS ENDING JUNE 30, 2014

DEPARTMENT DESCRIPTION	JUNE BUDGET	JUNE ACTUAL	% VARI- ANCE	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE

REVENUES						
REVENUES	75,837.67	75,771.15	0.0	910,052.00	151,563.33	(83.3)

TOTAL REVENUES	75,837.67	75,771.15	0.0	910,052.00	151,563.33	(83.3)

EXPENSES						
ADMINISTRATION	75,738.18	80,658.75	(6.4)	908,858.00	81,058.75	91.0

TOTAL EXPENSES	75,738.18	80,658.75	(6.4)	908,858.00	81,058.75	91.0

TOTAL FUND REVENUES	75,837.67	75,771.15	0.0	910,052.00	151,563.33	(83.3)
TOTAL FUND EXPENSES	75,738.18	80,658.75	(6.4)	908,858.00	81,058.75	91.0
TOTAL SURPLUS (DEFICIT)	99.49	(4,887.60)	(5012.6)	1,194.00	70,504.58	5804.9

VILLAGE OF SUGAR GROVE
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: WATERWORKS & SEWERAGE FUND
 FOR 2 PERIODS ENDING JUNE 30, 2014

DEPARTMENT DESCRIPTION	JUNE BUDGET	JUNE ACTUAL	% VARI- ANCE	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES						
OPERATING REVENUES	276,666.37	303,387.90	9.6	3,319,996.00	521,119.53	(84.3)
CAPITAL REVENUES	25,842.19	25,064.17	(3.0)	310,106.00	57,851.34	(81.3)
TOTAL REVENUES	302,508.56	328,452.07	8.5	3,630,102.00	578,970.87	(84.0)
EXPENSES						
INFORMATION TECHNOLOGY	2,513.18	7,704.62	(206.5)	30,158.00	7,747.11	74.3
ADMINISTRATION	139,271.08	96,020.83	31.0	1,671,252.00	495,002.48	70.3
PW ADMINISTRATION	71,193.20	58,044.69	18.4	854,317.00	124,324.85	85.4
WATER OPERATIONS	37,883.55	23,564.84	37.7	454,602.00	26,424.18	94.1
SEWER OPERATIONS	7,139.96	4,525.55	36.6	85,679.00	4,533.42	94.7
WATER CAPITAL	63,409.17	0.00	100.0	760,910.00	93,212.51	87.7
SEWER CAPITAL	0.00	0.00	0.0	0.00	0.00	0.0
TOTAL EXPENSES	321,410.14	189,860.53	40.9	3,856,918.00	751,244.55	80.5
TOTAL FUND REVENUES	302,508.56	328,452.07	8.5	3,630,102.00	578,970.87	(84.0)
TOTAL FUND EXPENSES	321,410.14	189,860.53	40.9	3,856,918.00	751,244.55	80.5
SURPLUS (DEFICIT)	(18,901.58)	138,591.54	(833.2)	(226,816.00)	(172,273.68)	(24.0)

VILLAGE OF SUGAR GROVE
 SUMMARIZED REVENUE & EXPENSE REPORT

DEPARTMENT DESCRIPTION	FOR FUND: REFUSE FUND FOR 2 PERIODS ENDING			JUNE 30, 2014		
	JUNE BUDGET	JUNE ACTUAL	% VARI- ANCE	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES						
REVENUES	69,445.09	69,129.06	(0.4)	833,341.00	135,772.56	(83.7)
TOTAL REVENUES	69,445.09	69,129.06	(0.4)	833,341.00	135,772.56	(83.7)
EXPENSES						
ADMINISTRATION	67,815.84	65,845.28	2.9	813,790.00	68,990.78	91.5
TOTAL EXPENSES	67,815.84	65,845.28	2.9	813,790.00	68,990.78	91.5
TOTAL FUND REVENUES	69,445.09	69,129.06	(0.4)	833,341.00	135,772.56	(83.7)
TOTAL FUND EXPENSES	67,815.84	65,845.28	2.9	813,790.00	68,990.78	91.5
SURPLUS (DEFICIT)	1,629.25	3,283.78	101.5	19,551.00	66,781.78	241.5



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

ORDINANCE NO. 2014-0805A

**AN ORDINANCE
AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS AND THE VILLAGE OF
MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS
(BOUNDARY LINE AGREEMENT)**

Adopted by the
Board of Trustees and President
of the Village of Sugar Grove
this 5th day of August, 2014.

Published in Pamphlet Form
by authority of the Board of Trustees
of the Village of Sugar Grove, Kane County, Illinois,
this 5th day of August, 2014.

ORDINANCE NO. 2014-0805A

**AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS AND THE VILLAGE OF
MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS
(BOUNDARY LINE AGREEMENT)**

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

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

WHEREAS, the Constitution of the State of Illinois 1970, Article VII, Local Government, Section 10, provides for intergovernmental cooperation in and authorizes units of local government to obtain or share services to exercise, combine or transfer powers or functions in any manner not proscribed by law or ordinance, and authorized units of local government to use their credit, revenues and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act provides for the joint exercise of powers, privileges or authority by units of government and provides for intergovernmental contracts; and

WHEREAS, Section 11-12-9 of the Municipal Code (65 ILCS 5/11-12-9) provides for the adoption of agreements establishing the boundaries for jurisdiction between municipalities in accordance with the provisions stated therein.

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: AUTHORIZATION TO EXECUTE AGREEMENT

The Village President and Village Clerk be, and they are, hereby authorized and directed to execute the Intergovernmental Agreement attached hereto as Exhibit A, and made a part hereof by this reference. The Village Clerk is also hereby directed to cause said Agreement to be recorded in the County Recorders Office.

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 5th day of August, 2014.

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 Robert E. Bohler	___	___	___	___
Trustee Kevin M. Geary	___	___	___	___
Trustee Sean Herron	___	___	___	___
Trustee Mari Johnson	___	___	___	___
Trustee David Paluch	___	___	___	___
Trustee Ron Montalto	___	___	___	___
President P. Sean Michels	___	___	___	___

EXHIBIT A

Intergovernmental Agreement

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: ORDINANCE: AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH VILLAGE OF MONTGOMERY (BOUNDARY LINE AGREEMENT)
AGENDA: AUGUST 5, 2014 VILLAGE BOARD MEETING
DATE: AUGUST 1, 2014

ISSUE

Should the Village Board approve an intergovernmental agreement with the Village of Montgomery to renew the current boundary line agreement.

DISCUSSION

The COTW discussed this item at its July 15, 2014 meeting and supported renewing the boundary line agreement.

The current intergovernmental agreement is set to expire in March 2016. The staff in Montgomery and Sugar Grove have determined that there is no reason to change the terms or alter the boundary. In the absence of any development interest or pressure along the boundary corridor in either community, now would be an appropriate time to extend the life of the agreement.

The boundary agreement is useful in that it permits the parties to perform necessary long range land use planning and capital improvement planning with a high degree of certainty as to where their respective future boundaries will be located. The agreement prevents neighboring municipalities from being used as negotiation pawns by land owners and developers.

Staff recommends the agreement be extended for a 20 year period, the maximum allowed under Illinois law.

ATTACHMENTS

The boundary line agreement and the map are attached as exhibits to the Ordinance authorizing the Intergovernmental Agreement and are all attached for your review and information.

COSTS

There are nominal attorney's fees associated with drafting the boundary agreement which will be split with the Village of Montgomery.

RECOMMENDATION

Staff recommends the Village Board approve the Ordinance Authorizing an Intergovernmental Agreement Between the Village of Sugar Grove and the Village of Montgomery (Boundary Line Agreement).

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF SUGAR GROVE AND THE VILLAGE OF MONTGOMERY

THIS AGREEMENT is entered into as of the _____ day of _____, 2014, by and between the **VILLAGE OF SUGAR GROVE**, Kane County, Illinois, a political subdivision organized and existing under the laws of the State of Illinois ("Sugar Grove"), and the **VILLAGE OF MONTGOMERY**, Kane, and Kendall Counties, Illinois, a political subdivision organized and existing under the laws of the State of Illinois ("Montgomery"):

RECITALS

WHEREAS, a portion of unincorporated Kane County between Sugar Grove, and Montgomery, is a growing area in Illinois; and

WHEREAS, developments under way or in various stages of planning are creating growth opportunities between Sugar Grove and Montgomery; and

WHEREAS, Sugar Grove and Montgomery realize that current plans and opportunities for development will be accompanied by significantly higher demands for transportation, police, utility, and other municipal services and financial commitments to meet the necessities of such services; and

WHEREAS, the Constitution of the State of Illinois 1970, Article VII, Local Government, Section 10, provides for intergovernmental cooperation in and authorizes units of local government to obtain or share services to exercise, combine or transfer powers or functions in any manner not proscribed by law or ordinance, and authorized units of local government to use their credit, revenues and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act provides for the joint exercise of powers, privileges or authority by units of government and provides for intergovernmental contracts; and

WHEREAS, Section 11-12-9 of the Municipal Code (65 ILCS 5/11-12-9) provides for the adoption of agreements establishing the boundaries for jurisdiction between municipalities in accordance with the provisions stated therein; and

WHEREAS, Sugar Grove and Montgomery recognize the need and desirability to provide for logical municipal boundaries and areas of municipal authority between their respective municipalities in order to plan effectively and efficiently for the growth and potential development between their communities and the conservation of the available resources for all of their respective citizens; and

WHEREAS, Sugar Grove and Montgomery have authorized, by ordinance, the execution of this agreement, as an exercise of their respective authority and as an exercise of their intergovernmental cooperation authority under the Constitution of Illinois; and

NOW THEREFORE, in consideration of the mutual promises and obligations recited herein it is agreed between Sugar Grove and Montgomery, as follows:

1. That the boundary line between the two municipalities for the unincorporated area lying between them, for annexation and municipal government planning, subdivision control, official map, ordinances, and other municipal purposes shall be as shown on Exhibit A, attached hereto and by reference incorporated herein, and approximately described as follows:

Beginning at the intersection of the centerline of Prairie Street and the centerline of the Commonwealth Edison right-of-way at the North line of Section 26 Township 38 North, Range 7 East of the Third Principal Meridian; thence southerly along the centerline of the said right-of-way to the centerline of Jericho Road; thence westerly along the centerline of Jericho Road to the centerline of Illinois Route 47; thence southerly along the centerline of said Illinois Route 47 to the Kane and Kendall County line; thence westerly along the Kane and Kendall County line to the termination point at the centerline of Ashe Road, on the south line of Section 31, Township and Range aforesaid, Kane County, Illinois.

2. Except as otherwise provided herein, Montgomery shall have jurisdiction with respect to property lying easterly and southerly of the above-described boundary line, and Sugar Grove shall have jurisdiction of the property lying westerly and northerly of the above-described boundary line. On or after the date of this Agreement, neither party shall annex territory which lies within the jurisdiction of the other municipality as established by such boundary line, nor shall it exercise or attempt to exercise or enforce any zoning, subdivision control, official map, or other municipal authority or ordinance.
3. This Agreement shall not be construed so as to limit or adversely affect the right of either municipality to file a statutory objection to proposed zoning changes within one and one-half miles of its corporate limits as provided for by State of Illinois statutes.
4. This Agreement is not one intended to benefit a third party, and no third party beneficiary shall be deemed created hereby. This Agreement is binding only upon Sugar Grove and Montgomery, and their respective successors and assigns. Nothing herein shall be construed as a limitation on the right of either party with respect to its boundaries with any other municipality or unit of local government.

5. Neither party shall either directly or indirectly seek any modification to this Agreement through court action. This Agreement may not be changed orally. All modifications to this Agreement must be in writing and must be signed by each party.
6. If any provisions of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.
7. This Agreement shall be in full force and effect for a period of twenty (20) years from the date hereof and for such further and additional time as the parties hereto may hereafter agree by amendment to this Agreement.
8. This Agreement shall be construed in accordance with the laws of the State of Illinois and shall be published by the respective municipalities and recorded or filed with appropriate County Recorders, County Clerks, and others as their interest may appear.
9. The Boundary Line Agreement between the parties dated March 26th, 2001 is, upon approval of this agreement by both parties, hereby terminated (and of no further force and effect) and replaced by this agreement.

IN WITNESS THEREOF, the parties hereto have caused the execution of their duly authorized officer this _____ day of _____, 2014.

VILLAGE OF SUGAR GROVE
Kane County, IL

VILLAGE OF MONTGOMERY
Kane & Kendall Counties, IL

Village President

Village President

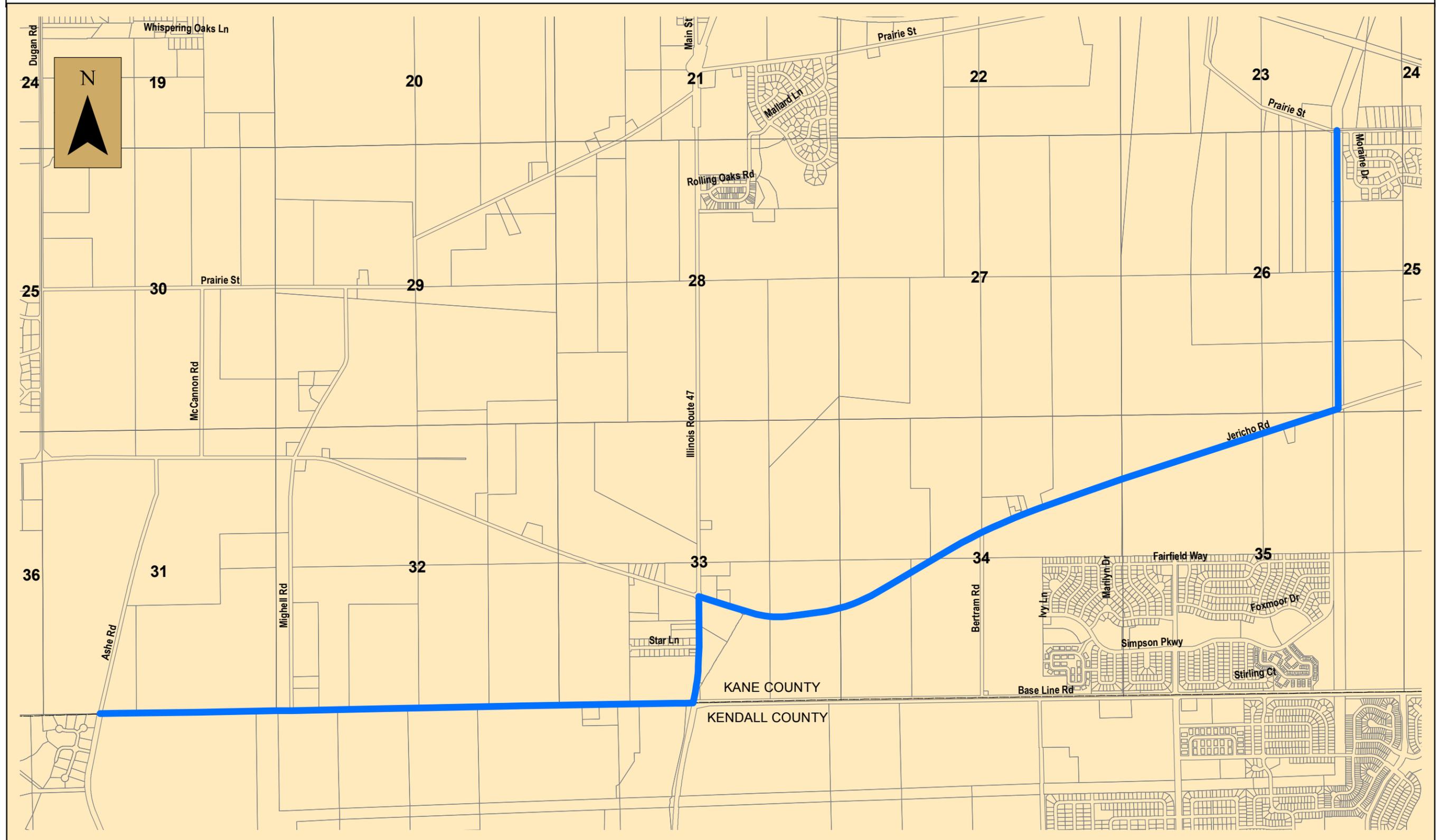
ATTEST:

ATTEST:

Village Clerk

Village Clerk

Sugar Grove - Montgomery Boundary Line





ORDINANCE NO. 2014-0805B

An Ordinance Amending Title 11 of the Village Code
Concerning the Zoning Ordinance of the
Village of Sugar Grove, Kane County, Illinois
(Senior Residential District and Related Amendments)

Adopted by the
Board of Trustees and President of the Village of Sugar Grove
this 5th day of August, 2014

Published in pamphlet form by authority of the
President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois
this 5th day of August, 2014

ORDINANCE NO. 2014-0805B

An Ordinance Amending Title 11 of the Village Code Concerning the Zoning Ordinance of the Village of Sugar Grove, Kane County, Illinois (Senior Residential District and Related Amendments)

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 regulations concerning the use and improvement of land within the Village; and,

WHEREAS, the Village finds that such regulations 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.

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: Ordinance Sections Amended

That the entirety of Section 11-2-1 of the Village Code of Ordinances is hereby amended to be and to read as shown in Exhibit A, attached hereto and made a part hereof by this reference.

That Section 11-3-2 of the Village Code of Ordinances is hereby amended to delete, modify, and add the terms and definitions as shown in Exhibit B, attached hereto and made a part hereof by this reference.

That the entirety of Section 11-4-7-D of the Village Code of Ordinances is hereby amended to be and to read as shown in Exhibit C, attached hereto and made a part hereof by this reference.

That the entirety of Section 11-4-13 of the Village Code of Ordinances is hereby amended to be and to read as shown in Exhibit D, attached hereto and made a part hereof by this reference.

That the entirety of Section 11-4-20-C-13 of the Village Code of Ordinances is hereby amended to be and to read as shown in Exhibit E, attached hereto and made a part hereof by this reference.

That the entirety of Section 11-7-1-A of the Village Code of Ordinances is hereby amended to be and to read as shown in Exhibit F, attached hereto and made a part hereof by this reference.

That the entirety of Sections 11-7-2-D-1 and 11-7-2-D-3 of the Village Code of Ordinances is hereby amended to be and to read as shown in Exhibit G, attached hereto and made a part hereof by this reference.

That the entirety of Section 11-7-3-D-3 of the Village Code of Ordinances is hereby amended to be and to read as shown in Exhibit H, attached hereto and made a part hereof by this reference.

That the entirety of Sections 11-7-4-D-1 and 11-7-4-D-3 of the Village Code of Ordinances is hereby amended to be and to read as shown in Exhibit I, attached hereto and made a part hereof by this reference.

That the entirety of Sections 11-7-5-B-1, 11-7-5-D-1, 11-7-5-D-3, 11-7-5-E, and 11-7-5-G of the Village Code of Ordinances is hereby amended to be and to read as shown in Exhibit J, attached hereto and made a part hereof by this reference.

That the entirety of Section 11-8-4-D of the Village Code of Ordinances is hereby amended to be and to read as shown in Exhibit K, attached hereto and made a part hereof by this reference.

That the entirety of Sections 11-8-5-D-2 and 11-8-5-D-4 of the Village Code of Ordinances is hereby amended to be and to read as shown in Exhibit L, attached hereto and made a part hereof by this reference.

That the entirety of Section 11-8-6-B-4 of the Village Code of Ordinances is hereby amended to be and to read as shown in Exhibit M, attached hereto and made a part hereof by this reference.

That the entirety of Section 11-9A-2-B of the Village Code of Ordinances is hereby amended to be and to read as shown in Exhibit N, attached hereto and made a part hereof by this reference.

That the entirety of Section 11-11-1-C-10 of the Village Code of Ordinances is hereby amended to be and to read as shown in Exhibit O, attached hereto and made a part hereof by this reference.

That the entirety of Sections 11-11-3-A-2, 11-11-3-B-2, and 11-11-3-C-2 of the Village Code of Ordinances is hereby amended to be and to read as shown in Exhibit P, attached hereto and made a part hereof by this reference.

That the entirety of Section 11-11-4-B-13 of the Village Code of Ordinances is hereby amended to be and to read as shown in Exhibit Q, attached hereto and made a part hereof by this reference.

That Section 11-11-5 and Section 11-11-5-C of the Village Code of Ordinances is hereby amended to be and to read as shown in Exhibit R, attached hereto and made a part hereof by this reference.

That the entirety of Sections 11-12-3-C-1, 11-12-3-G-1, and 11-12-3-H-3 of the Village Code of Ordinances is hereby amended to be and to read as shown in Exhibit S, attached hereto and made a part hereof by this reference.

That Section 11-12-5 of the Village Code of Ordinances is hereby amended by adding or deleting the rows as shown in Exhibit T, attached hereto and made a part hereof by this reference.

That the entirety of Section 11-12-6-A of the Village Code of Ordinances is hereby amended to be and to read as shown in Exhibit U, attached hereto and made a part hereof by this reference.

That Section 11-14-2 of the Village Code of Ordinances is hereby amended by replacing the selected terms and definitions to be and to read as shown in Exhibit V, attached hereto and made a part hereof by this reference.

That the entirety of Section 11-7 of the Village Code of Ordinances is hereby amended by adding a new Section 11-7-6 to be and to read as shown in Exhibit W, attached hereto and made a part hereof by this reference.

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 affect 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, Lane County, Illinois, this 5th day of August, 2014.

ATTEST:

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

Cynthia L. Galbreath.
Clerk, Village of Sugar Grove

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

Exhibit A

11-2-1: ZONING DISTRICTS:

In order to carry out the purposes and provisions of this title, the village is divided into the following zoning districts:

A-1	Agricultural district
E-1	Estate residential district
R-1	Low density residential district
R-2	Single-family detached residential district
R-3	Medium density residential district
B-1	Community shopping district
B-2	General business district
B-3	Regional business district
BP	Business park district
OR-2	Office research district
M-1	Limited manufacturing district
I-1	Light industrial district
PDD	Planned development district
SR	Senior residential district

Exhibit B

11-3-2: DEFINITIONS:

The following terms and definitions shall be and they are hereby deleted from Section 11-3-2:

~~APARTMENT BUILDING: A structure that contains three (3) or more self-contained independent dwelling units, consisting of one or more rooms with private bath and kitchen facilities.~~

~~APARTMENT, EFFICIENCY: A dwelling unit that has one habitable room that generally includes kitchen facilities, a private bath and which has direct access to the outside or a common hall. Efficiency apartments are hereby prohibited on lots with single-family dwelling units (all types) unless specifically granted as part of a PUD or special use.~~

~~APARTMENT LOW RISE: One or more two or three story multi family structures, with each structure generally containing eight (8) to twenty (20) dwelling units, and includes related off street parking, open space and recreation.~~

~~APARTMENT MID RISE: An apartment building containing from three (3) to seven (7) stories.~~

~~DWELLING, PATIO HOUSE: A one-family dwelling on an individual lot with open space setbacks on three (3) sides, and with a court.~~

~~DWELLING, QUADRUPLEX: Four (4) attached dwellings in one structure in which each unit has: two (2) open space exposures; shares one or two (2) walls with an adjoining unit or units; and has a main entry at the ground level.~~

~~DWELLING, SEASONAL: A dwelling unit not used as a principal residence that may be occupied weekends and for brief periods during the year.~~

~~DWELLING, SINGLE-FAMILY, DETACHED: A building containing one dwelling unit that is not attached to any other dwelling by any means and that is surrounded by open space or yards.~~

~~DWELLING, SINGLE-FAMILY, SEMIDETACHED: A one-family dwelling attached to one other one-family dwelling by a common vertical wall, with each dwelling located on a separate lot.~~

~~DWELLING, TOWNHOUSE: A one-family dwelling in a row of at least three (3) such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more common fire resistant walls.~~

~~DWELLING, TRIPLEX: A building containing three (3) dwelling units, each of which has direct access to the outside or to a common hall.~~

~~DWELLING UNIT, EFFICIENCY: See definition of Apartment, Efficiency.~~

The following terms and definitions shall be and they are hereby modified in Section 11-3-2:

ADULT DAY CARE CENTER: An establishment providing daily structured programs in a community setting with social or recreational activities, health-related, and rehabilitation services to adults and seniors who are physically or emotionally disabled and need a protective environment. This care is provided for during the day, the individual returning home for the evening.

Exhibit B

ASSISTED LIVING FACILITY: A facility that provides sleeping accommodations and community-based residential care for at least three unrelated adults (at least eighty percent of whom are seniors) who need assistance with activities of daily living, including personal, supportive, and intermittent health-related services available 24 hours per day, if needed, to meet scheduled and unscheduled needs of a resident, and is licensed through the Illinois Department of Public Health. ~~Residences for the elderly that provide rooms, meals, personal care, and supervision of self administered medication. Other services, such as recreational activities, financial services, and transportation may also be provided.~~

BOARDING HOME FOR SHELTERED CARE: A nonprofit or for profit boarding home for the sheltered care of persons with special needs, which, in addition to providing food and shelter, may also provide some combination of personal care, social or counseling services and transportation, excluding uses permitted in the Senior Residential District.

BOARDING HOUSE: A dwelling unit or part thereof in which, for compensation, lodging and meals are provided, excluding uses permitted in the Senior Residential District.

CONGREGATE HOUSING: Apartments and dwellings with communal dining facilities and services, such as housekeeping, organized social and recreational activities, transportation services, and other support services appropriate for the residents, excluding uses permitted in the Senior Residential District.

CONTINUING CARE RETIREMENT COMMUNITY (CCRC): An age-restricted development that provides a continuum of accommodations and care, from independent living housing, to congregate housing, to assisted living, to skilled nursing ~~to long term bed care~~, and enters into contracts to provide lifelong care, ~~in exchange for the payment of monthly fees and an entrance fee in excess of one year of monthly fees.~~

DAYCARE CENTER: See definition of Adult Day Care Center or Childcare Center.

DORMITORY: A building used as group living quarters for a student body or religious order, as an accessory use for a college, university, boarding school, convent, monastery, or other similar institutional use. Excludes uses permitted in the Senior Residential District.

DWELLING, SINGLE-FAMILY ATTACHED: A building containing a single-family dwelling attached to one (1) or more other single-family dwellings by common vertical walls or any two-family dwelling.

DWELLING, SINGLE-FAMILY DETACHED: A building containing a single-family dwelling that is not attached to any other dwelling by any means and that is surrounded by yards.

DWELLING, GRANNY FLAT: An efficiency unit or one bedroom second unit that is intended for the sole occupancy of one adult over eighteen (18) years of age or up to two (2) adults who are at least fifty five (55) years old. ~~A dwelling, granny flat is hereby prohibited unless specifically granted as part of a PUD or special use.~~

DWELLING, MULTI-FAMILY: A ~~dwelling~~ building containing ~~more than two (2)~~ three (3) or more dwelling units, ~~including units that are located one over the other~~ which does not otherwise fit the definition of dwelling, single-family attached.

DWELLING, TWO-FAMILY (OR DUPLEX): A structure on a single lot containing two (2) dwelling units, each of which is separated from the other by an unpierced wall extending from ground to roof

Exhibit B

or an unpierced ceiling and floor extending from exterior wall to exterior wall, except for a common stairwell exterior to both dwelling units.

DWELLING UNIT: A building or portion thereof designed for occupancy by one family for residential purposes and having ~~cooking~~ private kitchen and bath facilities.

INSTITUTIONAL USE: A nonprofit or quasi-public use or institution such as a church, library, public or private school, hospital or government owned or operated building, structure, or land used for public purpose. An Institutional Use does not include uses permitted in the Senior Residential District.

SECOND DWELLING UNIT: A second dwelling unit on the same property as an existing single-family detached dwelling, attached to or detached from the existing dwelling. ~~A second dwelling unit is hereby prohibited unless specifically granted as part of a PUD or special use.~~

SKILLED NURSING FACILITY ~~NURSING HOME~~: A facility that provides skilled nursing care, continuous skilled nursing observations, restorative nursing, and other services under professional direction with frequent medical supervision. Such facilities are provided for patients who need the type of care and treatment required during the post-acute phase of illness or during recurrences of symptoms in long-term illness, and are licensed through the Illinois Department of Public Health. ~~An extended or intermediate care facility licensed or approved to provide full time convalescent or chronic care to individuals who, by reason of advanced age, chronic illness or infirmity, are unable to care for themselves.~~

The following terms and definitions shall be and they are hereby added to Section 11-3-2:

AGE-RESTRICTED DEVELOPMENT: A development in which at least one member of the household is a senior in one hundred percent (100%) of the occupied dwellings and no permanent residents are minors.

CONGREGATE HOUSING, SENIOR: Senior apartments and dwellings otherwise similar to senior independent housing but with communal dining facilities and services, such as housekeeping, organized social and recreational activities, transportation services, and other support services appropriate for the residents.

INDEPENDENT HOUSING, SENIOR: Senior apartments and dwellings that do not provide communal dining facilities and other communal services, but are either age-restricted development or age-targeted development.

MEMORY CARE FACILITY: A facility that provides specialized care and housing tailored to the special needs of individuals with dementia and Alzheimer's disease.

MINOR: A person 18 years of age and under.

PRIMARY ROAD: An existing or proposed Arterial or Collector road as identified in the Village's Comprehensive Plan.

SENIOR: A person 55 years of age or older.

Exhibit C

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

11-4-13: FENCE REQUIREMENTS:

- A. Residential Districts (E-1, R-1, R-2, R-3, SR): The establishment of fences in residential districts shall be regulated as follows, and conform with the provisions of chapter 7 and chapter 17 of this title:
1. Fences may be constructed and maintained in the required front yard or corner side yard with a maximum height of three feet (3'). Chain link fences shall be prohibited in these yards.
 2. Fences up to six feet (6') in height shall be permitted in all other required yards.
 3. Fences must be positioned so that the finished side faces away from the lot on which it is constructed.
- B. Business Districts (B-1, B-2, B-3): The establishment of fences in business districts shall be regulated as follows, and conform with the provisions of chapter 8 of this title:
1. Fences may be constructed and maintained in the required front yard or corner side yard with a maximum height of three feet (3'). Chain link fences shall be prohibited in these yards.
 2. Fences up to six feet (6') in height shall be permitted in all other required yards.
 3. Fences must be positioned so that the finished side faces away from the lot on which it is constructed.
- C. Other Districts (A-1, BP, OR-2, M-1, I-1): The establishment of fences in the A-1, BP, OR-2, M-1, and I-1 districts shall be regulated as follows, and conform with the provisions of chapters 6, 9, 9A, 10, and 10A of this title:
1. Fences may be constructed and maintained in the required front yard or corner side yard with a maximum height of three feet (3'). Chain link fences shall be prohibited in these yards.
 2. Fences up to eight feet (8') in height shall be permitted in all other required yards.
 3. Fences must be positioned so that the finished side faces away from the lot on which it is constructed.
 4. Fences shall be located and landscaped in order to meet the screening standards required in chapters 9 and 10 of this title.
- D. Fence Material: No fence within the village shall contain barbed wire, razor wire, electrified elements, or any components determined by the village to constitute a public safety hazard.
- E. Walls and Trash Enclosure Walls: Walls and trash enclosure walls shall be considered interchangeable with fences for these requirements.

Exhibit E

11-4-20-C-13: WIND ENERGY SYSTEMS:

13. Quantity: The number of small wind energy systems permitted on any one site shall not exceed the numbers listed in any of the three (3) columns:

District	Ground Mounted	Principal Structure Mounted	Total
E-1	1	2	2
R-1	1	2	2
R-2	1	2	2
R-3	1	2	2
SR	1	2	2
B-1	1	2	2
B-2	2	3	3
B-3	3	4	5
BP	3	4	5
M-1	3	4	5
I-1	3	4	5

11-7-1: GENERAL PROVISIONS (RESIDENTIAL DISTRICTS):

A. Lot Depth: Notwithstanding requirements set forth in individual zoning districts which follow, minimum dimensions for single-family detached dwellings and two-family dwellings in any residential district shall have an average depth of at least one hundred twenty (120) feet, unless otherwise approved as part of a planned development or special use permit.

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

D. Special Uses:

1. Residential:

Congregate housing.

Group homes.

Model homes.

Planned developments, according to chapter 11 of this title.

D. Special Uses:

3. Service:

Bed and breakfast guesthouses.

Childcare centers and nursery schools, public or private.

Inns.

Kennels.

Veterinarians or animal clinics.

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

D. Special Uses:

3. Service:

Bed and breakfast guesthouses.

Childcare centers and nursery schools, public or private.

Inns.

Exhibit I

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

D. Special Uses:

1. Residential:

Congregate housing.

Group homes.

Model homes.

Planned developments, according to chapter 11 of this title.

D. Special Uses:

3. Service:

Bed and breakfast guesthouses.

Childcare centers and nursery schools, public or private.

11-7-5: R-3, MEDIUM DENSITY RESIDENTIAL DISTRICT:

B. Permitted Uses:

1. Residential:

- Churches, temples, mosques, or synagogues.
- Home occupations, according to section 11-4-17 of this title.
- Single-family detached dwellings.
- Single-family attached dwellings.

D. Special Uses:

1. Residential:

- Multi-family dwellings.
- Congregate housing.
- Granny flat dwelling
- Group homes.
- Model homes.
- Planned developments, according to chapter 11 of this title.
- Second dwelling unit

3. Service:

- Bed and breakfast guesthouses.
- Childcare centers and nursery schools, public or private.

E. Lot Size Regulations:

1. Minimum Lot Size:

- a. Single-family detached: Not less than ten thousand (10,000) square feet of lot area per dwelling unit.
- b. Two-family dwellings: Not less than six thousand (6,000) square feet of lot area per dwelling unit.
- c. Single-family attached dwellings (excluding two-family dwellings): Not less than four thousand (4,000) square feet of lot area per dwelling unit.

2. Minimum Lot Width:

- a. Single-family detached and two-family dwellings: Not less than seventy-five (75) feet shall be maintained at the building setback line and a minimum of fifty (50) feet shall be maintained at the front lot line.
- b. Single-family attached dwellings (excluding two-family dwellings): Not less than one hundred (100) feet shall be maintained at the building setback line and a minimum of fifty (50) feet shall be maintained at the front lot line.

- 3. Special Uses: Lot sizes for special uses other than those identified above shall be as specified in the special use permit based upon the criteria listed in chapter 13 of this title, unless otherwise noted for a particular use listed in this district.

Exhibit J

G. Yard and Setback Regulations: Every building hereafter erected or enlarged in this district shall provide and maintain the following setbacks:

1. Minimum Front and Corner Yards:

- a. Single-family detached and two-family dwellings: Not less than thirty (30) feet.
- b. Single-family attached dwellings (excluding two-family dwellings): Not less than twenty-five (25) feet.

2. Minimum Interior Side Yards:

- a. Single-family detached and two-family dwellings: Not less than ten (10) feet from an interior side lot line.
- b. Single-family attached dwellings (excluding two-family dwellings): Buildings (as opposed to individual units) shall be set at least fifteen (15) feet from an interior side lot line.

3. Minimum Rear Yards:

- a. Single-family detached and two-family dwellings: Not less than thirty (30) feet from a rear lot line.
- b. Single-family attached dwellings (excluding two-family dwellings): Not less than twenty-five (25) feet from a rear lot line.

4. Building Separation Standards: The following separation requirements shall apply to single-family attached dwellings (excluding two-family dwellings):

- a. Front to front: Not less than seventy-five (75) feet.
- b. Rear to rear: Not less than one and one-half ($1\frac{1}{2}$) times the building height or fifty (50) feet, whichever is greater.
- c. Front or rear to side: Not less than forty (40) feet.
- d. Side to side: Not less than thirty (30) feet.
- e. Corner to corner: Not less than twenty (20) feet at the closest point between building corners.

5. Primary Road: Where any yard abuts the right-of-way of a thoroughfare designated as a primary road by the Village, said yard shall not be less than seventy-five (75) feet.

11-8-4: B-1, COMMUNITY SHOPPING DISTRICT:

D. Special Uses:

4. Residential:

Multi-family dwellings above the ground floor.

11-8-5: B-2, GENERAL BUSINESS DISTRICT:

D. Special Uses:

2. Residential:

Multi-family dwellings above the ground floor.

4. Business services:

Animal clinics (veterinarians).

Automobile body shop.

Banks and financial institutions.

Bed and breakfast guesthouses.

Blueprint and processing shops.

Childcare centers and nursery schools. Game rooms.

Hotels and motels.

Pet grooming facilities.

Restaurant, with drive-through.

Restaurants, with live entertainment and dancing.

Service of alcoholic beverages in conjunction with an eating or drinking establishment.

Taverns.

Theaters and auditoriums, indoor or outdoor.

Tire and battery sales and service.

Undertaking establishments, funeral parlors and mortuaries.

11-8-6: B-3, REGIONAL BUSINESS DISTRICT:

B. Permitted Uses:

4. Institutional:

Congregate housing.

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

B. Permitted Uses:

Banks and financial institutions.

Business, professional and medical offices.

Childcare centers.

Churches.

Computer and data processing centers.

Design firms.

Electronic and communication industries.

Engineering and testing laboratories and offices.

Hotels which include therein restaurants, cocktail lounges, banquet, and convention facilities.

Laboratories, offices and other facilities for research and development.

Medical and dental clinics.

Municipal facilities, fire stations, police stations, public utilities.

Office supply stores.

Parks and playgrounds.

Pharmaceutical industries.

Post office.

Private, membership only sport health clubs.

Production of prototype products.

Public or private colleges, universities, professional training centers, trade schools, including dormitories and other accessory uses necessary to the operation of an institute of higher learning.

Radio and television broadcasting studios.

Schools, commercial or trade, including those teaching music, dance, business, commercial or technical subjects.

11-11-1-C: PURPOSE (PLANNED UNIT DEVELOPMENTS):

10. Allows the creation of a mixed use residential, commercial, or industrial planned unit development, pursuant to criteria set forth in this chapter.

11-11-3: PERMITTED USES (PLANNED UNIT DEVELOPMENTS):

A. Residential Planned Unit Developments:

2. Residential developments in the E-1, R-1, R-2, R-3, and SR districts shall be processed as planned unit developments when any of the following apply:

a. More than one dwelling unit type is proposed. Unless otherwise authorized by the village board, pursuant to recommendations of the planning commission, multi-family dwellings shall not exceed ten percent (10%) of the total number of dwelling units proposed in a residential PUD. For the purpose of this chapter, "dwelling unit type" shall mean:

(1) Single-family detached dwellings.

(2) Single-family attached dwellings.

(3) Multi-family dwellings.

b. More than one principal building is proposed on a single zoning lot.

c. Any residential development is proposed consisting of three (3) or more acres or ten (10) or more lots.

d. More than one land use is proposed for the development (i.e., residential, commercial, recreational or institutional).

e. A "cluster subdivision", as defined in section 11-3-2 of this title or zero lot line subdivision is proposed.

f. A multi-family development in the R-3 district consisting of five (5) or more acres is proposed.

g. A Type 2 use is proposed in the SR district.

B. Commercial Planned Unit Developments:

2. Commercial developments in the B-1, B-2, and B-3 districts shall be processed as planned unit developments when any of the following apply:

a. More than one principal building is proposed on an individual zoning lot.

b. Any commercial development is proposed consisting of three (3) or more acres or includes more than one type of business use, such as retail, office and/or service uses.

c. More than one land use is proposed for the development (i.e., commercial, residential or institutional).

d. Uses more intense than those listed as permitted or special in the B-1, B-2, or B-3 district are proposed as part of the overall project.

The following shall be, and it is, hereby deleted from Section 11-11-3-B:

~~3. Commercial planned unit developments shall comply with all standards of development identified in this chapter as well as those included in chapter 8 of this title.~~

Exhibit P

C. Industrial Planned Unit Developments:

2. Industrial or business developments in the BP, OR-2, M-1, and I-1 districts shall be processed as a planned unit development when any of the following apply:

- a. More than one principal building is proposed on an individual zoning lot.
- b. Any industrial development is proposed consisting of ten (10) or more acres.
- c. The development is proposed with uses listed as permitted or special uses in one (1) of the four (4) applicable districts in addition to uses listed as permitted or special uses in at least one (1) other of the four (4) applicable districts.
- d. The planned unit development would include commercial or other support services not listed in the M-1 district that warrant special consideration by the board to assure that potential hazards associated with integrating large trucks and customers or employees in motor vehicles are minimized.

11-11-4-B-13: GENERAL PROVISIONS (PLANNED UNIT DEVELOPMENTS):

13. Performance Standards: All activities associated with a commercial, industrial, or mixed use planned unit development shall conform to standards established by the Illinois pollution control board or the Illinois environmental protection agency, as may be amended from time to time, for noise, vibration, glare, odor, heat, etc.

11-11-5: RESIDENTIAL PLANNED UNIT DEVELOPMENT STANDARDS:

11-11-5: Residential Planned Unit Development Standards: The following is applicable to residential developments, with the exception of those which would be exclusively SR District uses.

C. Minimum Lot Size: Minimum lot size shall be as set forth in chapter 7 of this title, unless forty percent (40%) or more of the total gross acres of a property has been set aside for: active recreational areas and/or facilities; open space; or preservation of major stands of trees, or other natural areas. The village finds that flexibility in its standards are warranted only when such amenities are proposed as part of a planned unit development.

1. Estate Residential Planned Unit Development: In an estate residential planned unit development, the minimum lot size shall not be less than sixteen thousand five hundred (16,500) square feet.

2. Low Density Residential Planned Unit Development:

a. A low density residential planned unit development shall be limited to single-family detached dwellings , as defined in this title.

b. Unless otherwise recommended by the planning commission and approved by the village board, the net lot size for single-family detached dwellings shall not be reduced below eight thousand seven hundred fifty (8,750) square feet

c. The planning commission may recommend, and the village board may require minimum lot sizes for single-family detached dwellings that are larger than the minimum sizes presented above, if determined necessary to achieve the objectives of the land use plan or those of this chapter.

3. Medium Density Residential Planned Unit Development:

a. The medium density residential planned unit development may consist of a mixture of dwelling unit types, including single-family detached dwellings, single-family attached dwellings, and multi-family dwellings, as defined in this title.

b. Unless otherwise recommended by the planning commission and approved by the village board, the net lot size for single-family detached dwellings, or net lot area for each single-family attached dwelling, and multi-family dwelling shall not be less than the following:

(1) Single-family detached dwelling: Eight thousand seven hundred fifty (8,750) square feet.

(2) Single-family attached dwelling: Three thousand seven hundred fifty (3,750) square feet

(3) Multi-family dwelling: Two thousand seven hundred fifty (2,750) square feet.

c. The planning commission may recommend, and the village board may require minimum lot sizes or net lot area for single-family and/or multi-family dwellings that are larger than minimum sizes listed above, if determined necessary to achieve the objectives of the land use plan or those of this chapter.

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

C. Yard Requirements:

1. Single-Family Detached Dwellings and Single-Family Attached Dwellings:

a. Driveways may be constructed in a front or corner side yard, provided they are so located as to comply with minimum building setbacks established for the district in which the dwelling is located. This section is not intended, however, to preclude access from the street to a driveway that may be constructed parallel to that street.

b. Driveways shall not be located closer than one (1) foot from any interior side or five (5) feet from a rear lot line.

c. For purposes of this title, required parking for single-family detached and single-family attached dwellings may include one space in a garage and one space on the driveway, provided however, driveways are at least nine (9) feet by twenty-one (21) feet.

G. Size:

1. Required parking for single-family detached or single-family attached dwellings, shall be at least nine (9) feet by twenty-one (21) feet

H. Design:

3. Lighting: Parking lot lighting shall be required for lots with more than four (4) spaces which are used at night. Where installed, a photometric plan, superimposed on a site plan of the proposed development should be submitted that shows:

a. Use of pulse start metal halide or LED lighting (appearing white in color in either case).

b. Average foot-candles will range from 1.0 to 3.0 throughout the parking lot and average foot candles will not exceed 3.0 throughout the entire property.

c. Lighting will be evenly distributed throughout the parking lot:

(1) No "hot spots" under luminaires shall be allowed. Generally, foot-candles under the light source shall not exceed 10.0.

(2) A minimum of 0.50 foot-candles shall be provided for all parking spaces.

d. Light shall be confined to the property. Excess spillage over 0.50 foot-candles onto adjacent properties or public rights of way shall not be allowed.

e. Glare, resulting from exposed light sources shall not be allowed. Lamps shall be designed so that they are "flush" with the fixture, or shielded to cover the source of light. All lamps shall illuminate the ground and not be positioned so that they illuminate the horizon or the sky, with the exception of certain, landscape lighting, flag lighting, externally-illuminated sign lighting, and decorative type architectural lighting.

f. Parking lot lighting shall be extinguished one-half ($1/2$) hour after the close of business, except as may otherwise be permitted or required by the village board. Parking lot lighting for any multi-family dwelling or uses permitted in the Senior Residential District may remain on twenty-four (24) hours.

Exhibit S

- g. Parking lot light poles shall not exceed twenty-five (25) feet in height, or the height of the principal building, whichever is less.
- h. Lamp housings on parking lot light poles shall be a rectangular box style.
- i. One lamp per parking lot light pole is encouraged, though double lamps may be utilized if necessary and if foot candle requirements are met.
- j. Parking lot light poles shall be located within landscaped areas whenever possible.
- k. Parking lot light poles shall be dark bronze in color.
- l. Building-mounted lighting shall be included in the photometric plan for foot candle calculation purposes and shall generally be consistent with the parking lot pole lighting.

Exhibit T

11-12-5: SCHEDULE OF OFF STREET PARKING REQUIREMENTS:

Accessory off street parking spaces shall be provided as required for the following uses:

<u>Residential:</u>	
Congregate care housing	1 space per each 2 bedrooms, plus spaces for accessory uses according to this title
Low rise apartment buildings Multi-family dwellings	2 spaces per dwelling unit
Patio homes	2.25 spaces per dwelling unit
Senior citizen housing	1.5 spaces per dwelling unit
Single-family residential—detached dwellings	2 spaces per dwelling unit
Townhomes, two-family dwellings, triplexes, and quadruplexes Single-family attached dwellings	2.25 spaces per dwelling unit
Senior Residential:	
Single-family detached dwellings	2 spaces per dwelling unit
Single-family attached dwellings	1.5 spaces per dwelling unit
Multi-family dwellings	1.15 space per dwelling unit
Senior congregate housing	0.75 spaces per dwelling unit
Assisted living facility	0.50 spaces per dwelling unit
Skilled nursing facility	1 space per each 4 beds, plus 1 space per each employee
Continuing care retirement center	Use individual component requirements
Adult day care	3.0 spaces per 1,000 square feet of floor area
Memory care facility	1 space per each 4 beds, plus 1 space per each employee
<u>Religious/Institutional:</u>	
Convalescent centers or nursing homes—	1 space per each 4 beds, plus 1 space per each employee—

Exhibit U

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

A. Location Of Off Street Loading Facilities: With the exception of single-family detached dwellings and single-family attached dwellings all required off street loading facilities which serve a building, structure, or use of land erected, established, altered, enlarged or intensified after the effective date hereof shall be located on the same lot as the building, structure or use of land to be served, unless established in accordance with the following provisions:

11-14-2: DEFINITIONS (SIGNS):

NON-RESIDENTIAL SIGN: Any sign, whether excluded from permit or requiring permit that may be located in the A-1, B-1, B-2, B-3, BP, OR-2, M-1, and I-1 Districts of the Village of Sugar Grove; or on a property where the principal building/s is not a single-family detached dwelling, single-family attached dwelling, or multi-family dwelling; or in the Senior Residential District a sign that may be located on a Type 2 permitted use property.

RESIDENTIAL SIGN: Any sign, whether excluded from permit or requiring permit that may be located in the E-1, R-1, R-2, and R-3 Districts of the Village of Sugar Grove; or on a property where the principal building/s is a single-family detached dwelling, single-family attached dwelling, or multi-family dwelling; or in the Senior Residential District a sign that may be located on a Type 1 permitted use property.

Chapter 7, Section 6

SR, SENIOR RESIDENTIAL DISTRICT

- A. Purpose; Provisions: The SR, Senior Residential District is intended to accommodate residential uses that are age-restricted to seniors or related uses that are specifically and uniquely designed and operated to address the daily living needs of the senior population.
1. There is no minimum contiguous area requirement for the SR District.
 2. Property located in the SR District shall meet at least one of the following criteria:
 - a. The property includes or is located within 1,320 feet of commercial uses or a commercial zoning district that can provide daily convenience shopping or dining opportunities.
 - b. The property includes or is located within 1,320 feet of a school, child care facility or public park or recreation trail.
 - c. The property includes or is located within 1,320 feet of a public transit stop or transit route.
 3. All age-restricted dwellings established after August 5, 2014 shall be classified in the SR District, except that where age-restricted dwellings have been approved prior to the effective date hereof such dwellings need not be so classified.
 4. A site may not be rezoned to this district unless all site plans, building elevation plans, landscape plans, outdoor illumination plans, and signage plans are concurrently submitted for processing by the Community Development Department and are reviewed, recommended or approved by the Architectural Review and Resource Group, Plan Commission, and Village Board.
 5. Development within this district shall be processed as a planned unit development unless it consists of less than three (3) acres or ten (10) lots only for Type 1 uses. See Section 11-11.
- B. Uses: The uses permitted in the SR District consist of two types: Type 1 and Type 2 and are described as follows:
1. Type 1 uses:
 - a. Senior independent housing:
 - Single-family detached dwellings.
 - Single-family attached dwellings.
 2. Type 2 uses:
 - a. Senior independent housing:
 - Multi-family dwellings.
 - b. Senior assisted living housing
 - c. Senior congregate housing
 - d. Assisted living facilities

Exhibit W

- e. Skilled nursing facilities
- f. Continuing care retirement center
- g. Adult day care center
- h. Memory care facility
- i. Permitted accessory uses: Please refer to section 11-4-7 of this title.

C. Lot Size Regulations:

1. Type 1 uses:

a. Minimum lot size:

(1) Single-family detached dwellings: Not less than eight thousand (8,000) square feet of lot area per dwelling unit.

(2) Single-family attached dwellings: Not less than four thousand (4,000) square feet of lot area per dwelling unit.

b. Minimum lot width: Not less than sixty-five (65) feet shall be maintained at the front building setback line and a minimum of fifty (50) feet shall be maintained at the front lot line.

2. Type 2 uses:

a. Minimum lot size: Not less than forty thousand (40,000) square feet.

b. Minimum lot width: Not less than one hundred fifty (150) feet shall be maintained at the building setback line.

D. Yard and Setback Regulations: Every building hereafter erected or enlarged in this district shall provide and maintain a setback in accordance with the following:

1. Type 1 uses:

a. Minimum front and corner side yards:

(1) Single-family detached dwellings: Not less than twenty-five (25) feet from a front or corner side lot line.

(2) Single-family attached dwellings: Not less than twenty-five (25) feet from a front or corner side lot line.

b. Minimum interior side yards:

(1) Single-family detached dwellings: Not less than seven and one-half (7.5) feet from an interior side lot line.

(2) Single-family attached dwellings: Buildings (as opposed to individual units) shall be set at least ten (10) feet from an interior side lot line.

c. Minimum rear yards:

(1) Single-family detached dwellings: Not less than twenty-five (25) feet from a rear lot line.

(2) Single-family attached dwellings: Not less than twenty-five (25) feet from the rear lot line.

Exhibit W

- d. Primary road yard: Lots for Type 1 uses are not permitted along a primary road.
- e. Building separation for single-family attached dwellings:
 - (1) Front to front: Not less than seventy-five (75) feet.
 - (2) Rear to rear: Not less than one and one-half (1 ½) times the building height or fifty (50) feet, whichever is greater.
 - (3) Front to rear or side: Not less than forty (40) feet.
 - (4) Side to side: Not less than thirty (30) feet.
 - (5) Corner to corner: Not less than twenty (20) feet at the closest point between building corners.

2. Type 2 uses:

- a. Minimum front and corner side yards: Not less than sixty (60) feet from a front or corner side lot line of a public or private street.
- b. Minimum interior side yards: Not less than ten (10) feet from an interior side lot line.
- c. Minimum rear yards: Not less than thirty (30) feet from a rear lot line.
- d. Primary Road yard: Lots for Type 2 uses shall be located adjacent to a primary road on at least one side. Any yard adjacent a primary road shall not be less than seventy-five (75) feet from the right of way of a roadway designated as primary.

E. Maximum Lot Coverage:

1. Type 1 uses:

- a. Single-family detached dwellings: No more than fifty-percent (50%) of a lot can be occupied with buildings, accessory structures, and impervious surfaces.
- b. Single-family attached dwellings: No more than sixty-percent (60%) of a lot can be occupied with buildings, accessory structures, and impervious surfaces.

2. Type 2 uses: No more than seventy-percent (70%) of a lot can be occupied with buildings, accessory structures, and impervious surfaces.

F. Structure Height:

- 1. Type 1 uses: Not more than thirty-five (35) feet.
- 2. Type 2 uses: Not more than three (3) stories, or thirty-five (35) feet whichever is lower.
- 3. A Special Use is required for buildings exceeding either of the applicable height limits.

G. Minimum Pavement Setbacks: Pavement constructed for parking, drive aisles, off street loading and other accessory uses, including outdoor storage, shall comply with the following:

- 1. Type 1 uses: Please refer to section 11-12-3C1 of this Title.
- 2. Type 2 uses:
 - a. Front/Corner Side: Not less than thirty (30) feet from the front or corner side lot line that abuts any street.

Exhibit W

b. Interior Side: Not less than ten (10) feet from an interior side lot line, unless pavement planned for parking, loading, drive aisles, outdoor storage, outdoor sales, or other accessory uses is proposed to be located next to an existing, planned or zoned residential or institutional use. In that case, the required setback shall be increased to thirty (30) feet.

c. Rear Yard: Not less than ten (10) feet from a rear lot line, unless pavement planned for parking, loading, drive aisles, outdoor storage, outdoor sales, or other accessory uses is proposed to be located next to an existing, planned or zoned residential or institutional use, or a public street (through lot). In that case, the required setback shall be increased to thirty (30) feet.

d. Primary Road Yard: Not less than forty-five (45) feet from the right of way of a roadway designated as primary.

H. Sidewalks: All Permitted Uses: Five (5) foot wide concrete walks shall be provided in the right-of-way, along one side of all streets adjacent to the property unless the area has been identified by the Village for a bicycle path. In that case, a ten (10) foot wide asphalt path shall be provided. A five (5) foot wide sidewalk shall also be provided from the building entrance to the public sidewalk or bicycle path.

I. Building Appearance.

1. Building Form:

a. Buildings shall be consistent with established or planned neighborhood character.

b. In development with multiple structures, recurring forms, materials, and colors shall be used to tie the development together.

c. All buildings shall exhibit "360-degree architecture", such that all sides of a building have creative design elements and utilize consistent materials and details.

d. Style should be appropriate to the area and evaluation of a project shall be based on the quality of design and its relationship to surroundings. The design of buildings should display a sensitivity to the best aspects of the character, quality, and scale of those structures already existing or planned in the area of a proposed building.

e. Monotony shall be avoided; styles shall be complementary.

2. Building Massing and Articulation:

a. Clearly defined entries should be provided for all buildings. This can be accomplished by a recessed or projected entry, a projecting element, flanked columns, decorative fixtures, elevation changes, or other architectural treatments.

b. The apparent mass and bulk of a building should be reduced by structural articulation, windows, or other architectural and functional elements and by landscaping. Structural articulation can include breaking the plane of the building by offsets (horizontal and vertical), insets for entryways or balconies, step backs, and other architectural treatments.

c. Buildings should be articulated by varying roof heights and wall planes. Long, unbroken volumes and large, unarticulated wall and roof planes are not permitted.

Exhibit W

- d. Building facades sixty (60) feet or greater in length should include plane changes, projections, and or recesses of two (2) feet or greater to provide visual interest, identity, character, and scale.
- e. Details such as wall surfaces constructed with patterns, changes in materials, building pop-outs, columns, and recessed areas should be used to create shadow patterns and depth on the wall surfaces.
- f. The window pattern should add variety and interest to the architecture.
- g. Gutters and downspouts should be painted to match the trim color.
- h. Balconies are recommended.

3. Building Colors:

- a. Colors shall be muted and complement each other. While complementary colors for different elements are encouraged, a multitude of varying colors on each façade is not recommended.
- b. The natural color of the material shall be maintained whenever possible.
- c. Contrasting trim colors shall be used to highlight architectural elements such as window and door surrounds.
- d. Bright, brilliant, fluorescent, or neon colors shall not be used.

4. Building Rooflines and Parapet:

- a. Large expanses of roof shall be avoided.
- b. Pitched roofs are encouraged.
- c. Pitched roofs shall have overhangs. Eaves should project at least twelve inches (12") beyond the façade line.
- d. Parapet walls shall have a defined top, framing the building façade. Parapets shall not appear to be "tacked on".
- e. Roof Materials: Recommended roof materials include architectural asphalt shingles, standing-seam metal, and slate.

5. Building Materials:

- a. Type 2 uses are only allowed along primary roads and therefore will often be located near commercial buildings. The building architecture and especially the materials should be compatible with nearby commercial buildings.
- b. The primary building material should be traditional masonry building materials like full-thickness brick or stone (including natural or cast) utilizing traditional construction techniques. These materials should be used on all sides of the building expressing consistent architectural character and detail. At a minimum, the base material for the entire building should be masonry.
- c. The secondary building materials should be stucco (consisting of 3-coat Portland cement) or fiber cement siding. These materials should be used on all sides of the building

Exhibit W

expressing consistent architectural character and detail. These materials are limited to areas more than ten (10) feet above the adjacent ground or paved surface.

d. Exterior insulation finish systems (EIFS) / Dryvit should be used sparingly and only as an accent material in the upper portions of the building (less than seven percent of the façade).

e. Stone, simulated stone, terra cotta, wood and metal are recommended as accent materials. Metal may be used for gutters, downspouts, railings, trim, grills, panels, and flashing.

f. Vinyl and aluminum siding are not permitted.

g. Where transitions in material are made, the transition should not occur at an outside corner edge. All materials on the front should turn the corner and carry over to the side elevation to a point at which the corner looks solidly finished. Material changes at the outside corners of structures give an impression of thinness and artificiality should be avoided.

6. Building Colors:

a. Colors are encouraged and shall be muted and complement each other. While complementary colors for different elements are encouraged, a multitude of varying colors on each façade is not recommended.

b. Contrasting trim colors shall be used to highlight architectural elements such as window and door surrounds.

c. Applied elements shall coordinate with, rather than dominate, the color scheme of the building.

d. Bright, brilliant, fluorescent, or neon colors shall not be used.

7. Roof Mounted Mechanical Equipment:

a. Screening of all heating, ventilating and air conditioning equipment shall be provided on all sides of the building that are exposed to public view.

b. Roof screens and / or parapet wall screens are allowed in this district, provided they are designed to blend with the architectural style, materials and color of the building. The height of the approved screening shall be equal to the height of the tallest rooftop unit installed on the building.

c. Flues, goosenecks or other equipment that is mounted on the roof shall also be screened when heights exceed four (4) feet.

J. Site Landscaping:

1. General landscaping requirements for Type 1 and Type 2 uses:

a. Groundcover: Mulch beds shall be provided for all tree and shrub and ornamental grasses planting areas. Sod or seed shall be specified for all other areas.

b. Sizes: Deciduous shade trees shall be minimum three (3) inch caliper (measured six inches above grade), ornamental trees shall be minimum six (6) feet in height, evergreen trees shall be minimum eight (8) feet in height, and shrubs shall be minimum twenty-four (24) inches in height, all at installation.

Exhibit W

- c. Maintenance: All landscaping shall be permanently maintained in good condition with at least the same quality and quantity of landscaping initially installed.
 - d. Parkway Trees: Shade trees shall be provided in the right of way, along one side of all streets adjacent to the property. Please refer to section 12-6-11 for detailed requirements. Forty foot (40') spacing is standard.
 - d. Tree Preservation / Mitigation: The intent of this provision is to mitigate the loss of healthy, mature trees in the village, by requiring replacement trees:
 1. Existing trees, six (6) inches in diameter or greater, as measured at breast height (dbh), shall be preserved, when possible, according to a tree preservation plan prepared by the developer with input from the community development director or his/her designee. The tree preservation plan shall show:
 - a. Protective fencing planned to be installed around the critical root zone of those trees identified for preservation, on both grading and landscape plans.
 - b. Trees that will have their roots pruned by a certified arborist, to avoid tearing and other damage during construction.
 - c. Locations where limestone and other materials that might negatively affect trees planned to be preserved will be stored on the property.
 2. Where it is determined that trees six (6) inches dbh or greater must be removed to allow for proposed development, tree replacement will be required:
 - a. Not less than one 3-inch caliper tree shall be required for each six (6) inches of tree proposed to be removed, as measured at breast height. However, in no instance shall more than three (3) 3-inch caliper replacement trees be required for any tree removed.
 - b. Replacement trees shall be required in addition to any other landscaping that may be required by this title.
 - c. The number of trees that an individual property can support, according to good forestry practices, shall determine the number of replacement trees that will be required on an individual lot.
2. Additional landscaping requirements for Type 1 uses. In addition to the requirements in Section 11-17-10-A minimum landscaping shall include:
- a. Perimeter of subdivision: A minimum forty (40') outlot for landscaping shall be included along the perimeter of the subdivision. Not less than three (3) shade trees, three (3) ornamental trees, five (5) evergreen trees, and twenty (20) shrubs for every one hundred (100) lineal feet shall be installed within the outlot. The outlot shall also include an earthen berm with slopes averaging four to one (4:1), but in no case greater than three to one (3:1). The outlot shall be deemed common area of the development and maintained by an association / management agency. Where fencing is proposed on individual lots next to the perimeter outlot, the design, height, and color of said fencing shall be consistent.
 - b. Single-family detached or single-family attached dwellings: Not less than one shade or ornamental or evergreen tree and five (5) shrubs per dwelling unit.

Exhibit W

3. Additional landscaping requirements for Type 2 uses. In addition to the requirements in Section 11-17-10-A minimum landscaping shall include:

- a. Front/Corner Side Yards: One shade or evergreen tree and six (6) shrubs for every thirty (30) linear feet of front or corner side yard. Approximately 35% of the trees shall be evergreen.
- b. Interior Side/Rear Yards: One shade or evergreen tree and three (3) shrubs for every thirty (30) linear feet of interior or rear yard. Approximately 35% of the trees shall be evergreen.
- c. Interior Parking Lot: One curbed, minimum nine foot (9') by eighteen foot (18') landscaped island, planted with one (1) shade tree and ten (10) shrubs between each ten (10) spaces. Trees shall be high branched to maintain a clear line of sight not less than five (5) feet above grade.
- d. Foundation Plantings: An eight (8) foot wide landscaped area shall be provided along the building foundation facing the front and corner side yards. One (1) ornamental tree and six (6) shrubs for every twenty (20) linear feet of front and corner building foundation. Additional plant massing shall be provided at the building's primary entrance.
- e. Screening of Accessory Uses / Structures / Buildings: Please refer to section 11-4-7K for this requirement. Additional screening may be requested by the Village for these.
- f. Detention / Retention Ponds: All detention and retention ponds shall be suitably landscaped with a variety of plant material, so they fit within the context of their environment. Paths and benches shall be provided around detention and retention ponds for the enjoyment of the residents.
- g. Berm: An earthen berm with slopes averaging four to one (4:1), but in no case greater than three to one (3:1), is required along the front and corner side lot lines.

M. Trash Enclosure: Type 2 uses: Please refer to section 11-4-7 of this title for trash enclosure requirements.

N. Off-Street Parking and Loading: All Permitted uses: Please refer to section 11-4-7 and chapter 12 of this title for off street parking and loading requirements.

O. Lighting: Type 2 uses: Please refer to section 11-4-7 and subsection 11-12-3H of this title for outdoor lighting requirements.

P. Signage: All Permitted uses: Please refer to section 11-4-7 and chapter 14 of this title sign requirements.

Q. Special Conditions of Use for all Type 1 and Type 2 uses:

1. Standards for Site Plan Review. In addition to the requirements of this Section, the Community Development Director or his / her designee shall consider the following criteria when evaluating site plans prepared for improvements on property in the SR Senior Residential District:

- a. That the site plan is consistent with the development policies, goals and objectives of the Village Comprehensive Plan.
- b. That the traffic and parking layout is designed so as to minimize danger and conflicts between pedestrians and motorists, and otherwise comply with the requirements of Section 11-12-3.

Exhibit W

- c. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways, as well. Cross-access shall be provided where practical.
 - d. That the location of principal structures, accessory structures and free-standing signs, where permitted, do not impede safe and efficient traffic circulation, storm water drainage, or otherwise adversely impact adjoining land improvements.
 - e. That the proposed use/s is/are permitted in the district in which the property is located.
 - f. That the proposed arrangement of buildings, off-street parking, access, illumination, landscaping, and drainage is compatible with adjacent land uses and employs sound site planning principles.
2. Dwelling unit standard. Dwelling units constructed in the SR Residential District shall be designed to satisfy the following "visitability" standards (one zero-step entrance for ingress / egress, a 32-inch clear opening in all interior and bathroom doorways, and one bathroom on the main floor accessible by wheelchair) or adaptability standards, as defined by the U.S. Department of Housing and Development.
- R. Submittal Requirements for all Type 1 and Type 2 uses: Plans, in quantity and format as requested by the Community Development Department, that include at a minimum the information set forth below are required for processing permitted uses in the SR Senior Residential District.
- 1. Site information, including:
 - a. Name and address of the owner, applicant, planner, architect, engineer, and landscape architect.
 - b. Date, scale and north arrow.
 - c. Total acreage of the site.
 - d. Title by which the property or project is to be referred.
 - e. Proof of ownership.
 - 2. A copy of a survey, prepared by a registered land surveyor, including a legal description of the subject property.
 - 3. Existing and proposed zoning of the subject property.
 - 4. Existing zoning of adjacent parcels.
 - 5. Adjacent development, including buildings, drives, fences, walls, parking lots, etc., within a minimum of one hundred (100) feet of the subject property.
 - 6. Location and size of all buildings and structures, both existing and proposed.
 - 7. Ground elevations of the property, both existing and proposed.
 - 8. Locations of floodplain, floodway, wetlands and existing vegetation.
 - 9. Soil analysis, if required by the village engineer.
 - 10. Building setbacks from street rights of way and all property lines.

Exhibit W

11. Yards and spaces between all structures.
12. Location and dimensions of all fences and walls.
13. A landscape plan, prepared by a qualified landscape architect, which includes spot elevations, or is superimposed on a half-toned grading plan to show the relationship between proposed plantings and final grades.
14. Identification of vehicular, pedestrian and service access, including:
 - a. Distance from the driveway opening at the curb to the prolongation of the property line of the nearest intersecting street.
 - b. Width of proposed access drives and drive aisles.
 - c. Identification and location of:
 - (1) Curb lines.
 - (2) Property lines.
 - (3) Sidewalks.
 - (4) Existing driveways, if any.
 - (5) Parking regulations and signs.
 - (6) Traffic signals.
 - (7) Utility poles.
 - (8) Light standards.
 - (9) Fire hydrants.
15. Off street parking and loading facilities, including the number of spaces and dimensions of spaces, drive aisles and loading zones.
16. Location, area and height of all freestanding signs, all architectural elevations of the proposed structure or addition, and which include:
 - a. Proposed materials and colors for all elements on each side of the building.
 - b. Cross sections of the building, showing the relationships between all roof mounted mechanical equipment and the top of the screen wall.
 - c. Location of utility meters and ground supported transformers, and proposed method of screening these elements when visible to the public.
 - d. Location, area, and dimensions for all wall mounted signs.
17. Photometric plan, superimposed on the site plan, showing:
 - a. Point by point foot-candle intensities, extended to all property lines.
 - b. Locations of light standards.
 - c. Average maintained foot-candle intensities.
 - d. Method of illumination.
 - e. Catalog cuts and specifications for light standards and luminaries.

Exhibit W

18. Outdoor storage areas, if any, and proposed method of screening of these areas from public view.
19. Waste disposal facilities, including trash bins, compactors, grease receptacles, etc., and provision for screening these elements from public view.
20. Engineering, drainage, and grading plans.



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

ORDINANCE NO. 2014-0805D

**AN ORDINANCE APPROVING
PRAIRIE GLEN PLANNED UNIT DEVELOPMENT AMENDMENT NUMBER 6**

Adopted by the
Board of Trustees and President
of the Village of Sugar Grove
this 5th day of August, 2014.

Published in Pamphlet Form
by authority of the Board of Trustees
of the Village of Sugar Grove, Kane County, Illinois,
this 5th day of August, 2014.

ORDINANCE NO. 2014-0805D

**AN ORDINANCE APPROVING
PRAIRIE GLEN PLANNED UNIT DEVELOPMENT AMENDMENT NUMBER 6**

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

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

WHEREAS, the Village Board has determined that it is necessary to modify and clarify certain requirements in the Prairie Glen planned unit development.

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: PLANNED UNIT DEVELOPMENT AMENDMENT

Planned Unit Development on the subject property legally described in **Exhibit A** hereof and previously approved on September 20, 2005 (Ordinance No. 2005-0920A) and subsequently amended on November 21, 2006, June 19, 2007, April 21, 2009, October 5, 2010, and August 7, 2012 is hereby amended by replacing Exhibit E in its entirety to be and to read as provided is **Exhibit B**, attached hereto and made a part hereof by this reference.

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 5th day of August, 2014.

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 Robert E. Bohler	___	___	___	___
Trustee Kevin M. Geary	___	___	___	___
Trustee Sean Herron	___	___	___	___
Trustee Mari Johnson	___	___	___	___
Trustee David Paluch	___	___	___	___
Trustee Ron Montalto	___	___	___	___
President P. Sean Michels	___	___	___	___

EXHIBIT A

Legal Description

Lots 3 to 15, 17 to 27, 37 to 43, 45 to 50, 57 to 71, 74, 77 to 80, 84 to 90, 94 to 98 in Prairie Glen Subdivision Unit 1, being a subdivision of part of the North ½ of Section 20, Township 38 North, Range 7 East of the Third Principal Meridian, according to the plat thereof recorded January 17, 2007 as Document Number 2007K007202, in Village of Sugar Grove, Kane County, Illinois.

EXHIBIT B

EXHIBIT E

ARCHITECTURAL STANDARDS FOR PRAIRIE GLEN SINGLE FAMILY RESIDENTIAL

BUILDING REQUIREMENTS:

- 1) Building size of primary residence (minimum square footage excludes basement, porches and garage):
 - a. One-story home: 1,800 minimum square feet
 - b. One-and-one-half story home: 2,000 minimum square feet
 - c. Two-story home: 2,200 minimum square feet
- 2) Maximum roof height: 35 feet
- 3) On the front elevation, the maximum horizontal expanse without a setback of four (4) feet or an angular change of at least 30-degrees shall be 40 feet. On the rear elevation, the maximum horizontal expanse without a setback of two (2) feet or an angular change of at least 30-degrees on Lots 26 & 27 and on any six (6) of the homes on Lots 3 thru 25, both inclusive, shall be 40 feet. The rears and sides of homes in Unit 1 not specified are exempt from articulation standards.
- 3) Garages: All dwellings shall have a garage with not less than a two-car capacity.
- 4) Outbuildings: All outbuildings shall have an exterior design compatible with the main dwelling, and be made of compatible materials.

EXTERIOR CONSTRUCTION MATERIALS:

- 1) Exterior wall materials
 - a. Horizontal wood – smooth or rough finish – maximum 6-inch exposure
 - b. Vertical wood board and batten siding – 1 x 3 batten maximum
 - c. Natural or cultured stone
 - d. Brick
 - e. Stucco or Dryvit accents only
 - f. Cement Board (Hardiboard or equivalent)
 - g. New materials- upon review and approval
 - h. Aluminum or vinyl siding is allowed (must be high-grade and with a thickness gauge of not less than 0.042-inches)

- i. A minimum one hundred thirty (130) square feet of brick or stone on the front elevation of 54 of the homes on lots 3-15, 17-25, 37-43, 45-50, 57-71, 74, 77-80, 84-90, and 94-98 and 100% of all other lots in Unit 1.
- j. Architectural trim amenities, including, window trim boards, shutters, frieze and band boards, corner trim, and other molded millwork, window grills, but excluding brick or stone, structural elements and roof line modifications, provided on the front elevation will be required on the rear elevations on Unit 1 Lots 3-15, 17-25.

2) Roofing

- a. Wood shake shingles
- b. Composition shingles (architectural)
- c. Metal standing seam roofs
- d. No tile roofs
- e. A minimum 1 foot rake and eave on all roofs.

3) Exterior Lighting

- a. Lighting shall be used only in areas of pedestrian activity or vehicular traffic
- b. Indirect lighting should be used whenever possible
- c. Lighting should not produce excessive glare to pedestrian, vehicular traffic, other residence or open space
- d. Colored lighting shall only be used as temporary holiday lighting

4) Individual Single-Family Lot Landscaping: Landscaping, including trees, shrubs, and other landscaping, with a retail values of at least \$2,000.00 and exclusive of grass and parkway trees is required on each single-family lot where aluminum or vinyl siding is used on such lot.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT. DIRECTOR
MIKE FERENCAK, VILLAGE PLANNER
SUBJECT: ORDINANCE: SENIOR RESIDENTIAL DISTRICT ZONING ORDINANCE
AMENDMENT
AGENDA: AUGUST 5, 2014 VILLAGE BOARD MEETING
DATE: AUGUST 1, 2014

ISSUE

Shall the Village Board approve and adopt an amendment of the Zoning Ordinance establishing a new zoning district exclusively for senior housing options.

DISCUSSION

The Village Board discussed the proposed Senior Residential Zoning District on April 15, 2014 and identified several areas of interest for staff to investigate or re-evaluate.

First, the Board was uncomfortable with the building appearance review process incorporated in the amendment. The building appearance guidelines remain but the appearance review process has been removed.

Second, the Board expressed concerns about the proposed district excluding any adult children under the age of 55 years of age from residing in the same unit as the parent or qualified senior adult. The definitions do not prohibit any person under 55 years of age from residing in the same unit as a senior adult. This definition also would permit a senior adult to share the dwelling unit with a disabled child.

Third, there was interest in addressing how school contribution requirements would be addressed for development in this district. The school contribution requirements are applied as a function of the land subdivision process, not the zoning process.

Finally, there were a number of technical corrections identified by developers that we have addressed in the latest draft Ordinance. None of the changes are substantive but contribute to providing clarity and accuracy to the regulations.

ATTACHMENTS

The Ordinance amending the Zoning Ordinance, including the various amendments, is attached.

COSTS

There are publication and Village Attorney costs associated with the text amendment process.

RECOMMENDATION

That the Village Board approve and adopt the Senior Residential District Zoning Ordinance amendment.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: ORDINANCE APPROVING THE PRAIRIE GLEN PUD AMENDMENT #6
AGENDA: AUGUST 5, 2014 VILLAGE BOARD MEETING
DATE: JULY 31, 2014

ISSUE

Shall the Village Board approve an amendment (No. 6) to the Prairie Glen PUD.

DISCUSSION

The COTW previously discussed modifications of the architectural requirements for dwellings in the Prairie Glen PUD and indicated that loosening certain requirements would be considered. Orleans Homes, the homebuilder active in Prairie Glen, is requesting minor modifications of the architectural standards in order to respond to market decisions, specifically that the prospective buyers do not see the value in some of the required architectural requirements.

The amendment affects Exhibit E of the Prairie Glen PUD. Specifically, Orleans is asking to remove the requirements for masonry fireplace chimneys, and limiting the rear elevation articulation requirement to a reduced number of lots and requiring enhanced architectural treatment on the rear elevation of the remaining lots along the north side of Snow Street.

ATTACHMENTS

The Ordinance Approving the Prairie Glen PUD Amendment No. 6 and the exhibit, as well as a redline version of Exhibit E is attached for your review and information:

COSTS

Costs associated with preparing the amendment No. 6 will be borne by the applicant.

RECOMMENDATION

The Planning Commission reviewed the requested amendment and recommended the Village Board approve the Ordinance Approving the Prairie Glen PUD Amendment No. 6.

EXHIBIT E

ARCHITECTURAL STANDARDS FOR PRAIRIE GLEN SINGLE FAMILY RESIDENTIAL

BUILDING REQUIREMENTS:

- 1) Building size of primary residence (minimum square footage excludes basement, porches and garage):
 - a. One story home – 1,800 minimum square feet
 - b. One and one-half story home – 2,000 minimum square feet
 - c. Two story home – 2,200 minimum square feet
- 2) Maximum roof height: 35 feet
- 3) The fronts of all homes must meet a maximum horizontal expanse without a setback of four (4) feet or an angular change of at least 30 degrees – 40 feet. The rears of ~~15-6~~ **(68%-25%)** of the homes on Lots 3-25, and lots 26 & 27, must meet a maximum horizontal expanse without a setback of two (2) feet or an angular change of at least 30 degrees – 40 feet. The rears and sides of homes in Unit 1 not specified are exempt from articulation standards.
- 3) **On the front elevation, the maximum horizontal expanse without a setback of four (4) feet or an angular change of at least 30 degrees shall be 40 feet. On the rear elevation, the maximum horizontal expanse without a setback of two (2) feet or an angular change of at least 30 degrees on Lots 26 & 27 and on any six (6) of the homes on Lots 3 thru 25, both inclusive, shall be 40 feet. The rears and sides of homes in Unit 1 not specified are exempt from articulation standards.**
- 4) Garages: All dwellings shall have a garage with not less than a two-car capacity.
- 5) Outbuildings: All outbuildings shall have an exterior design compatible with the main dwelling, and be made of compatible materials.

EXTERIOR CONSTRUCTION MATERIALS:

- 1) Exterior wall materials
 - a. Horizontal wood – smooth or rough finish – maximum 6-inch exposure
 - b. Vertical wood board and batten siding – 1 x 3 batten maximum
 - c. Natural or cultured stone
 - d. Brick
 - e. Stucco or Dryvit accents only

For informational purposes only

f. Cement Board (Hardiboard or equivalent)

~~g. Fireplaces including direct vent, not flush with the exterior wall must be full height and brick or stone for lots 3-27 and 92-105. No fireplace requirements for other lots in Unit 1.~~

g. New materials- upon review and approval

h. Aluminum or vinyl siding is allowed (must be high-grade and with a thickness gauge of not less than .042-inches)

i. A minimum one hundred thirty (130) square feet of brick or stone on the front elevation of 54 of the homes on lots 3-15, 17-25, 37-43, 45-50, 57-71, 74, 77-80, 84-90, and 94-98 and 100% of all other lots in Unit 1.

j. Architectural trim amenities, including, window trim boards, shutters, frieze and band boards, corner trim, and other molded millwork, window grills, but excluding brick or stone, structural elements and roof line modifications, provided on the front elevation will be required on the rear elevations on Unit 1 Lots 3-15, 17-25.

2) Roofing

a. Wood shake shingles

b. Composition shingles (architectural)

c. Metal standing seam roofs

d. No tile roofs

e. A minimum 1 foot rake and eave on all roofs.

3) Exterior Lighting

a. Lighting shall be used only in areas of pedestrian activity or vehicular traffic

b. Indirect lighting should be used whenever possible

c. Lighting should not produce excessive glare to pedestrian, vehicular traffic, other residence or open space

d. Colored lighting shall only be used as temporary holiday lighting

4) Individual Single-Family Lot Landscaping: Landscaping, including trees, shrubs, and other landscaping, with a retail values of at least \$2,000.00 and exclusive of grass and parkway trees is required on each single-family lot where aluminum or vinyl siding is used on such lot.

AURORA MUNICIPAL AIRPORT
U.S. ROUTE 30

NEIGHBORHOOD
COMMERCIAL

PRAIRIE RESTORATION
AREA

PRAIRIE GLEN

□ AVAILABLE LOTS □ 51
□ FUTURE DEVELOPMENT

FIRE
STATION

MUNICIPAL
CENTER

BASTIAN

EXISTING
RESIDENCES

RIDGEVIEW LANE

SUGAR GROVE
PUBLIC
LIBRARY

PRAIRIE GLEN
OFFICE PARK

Model Lot

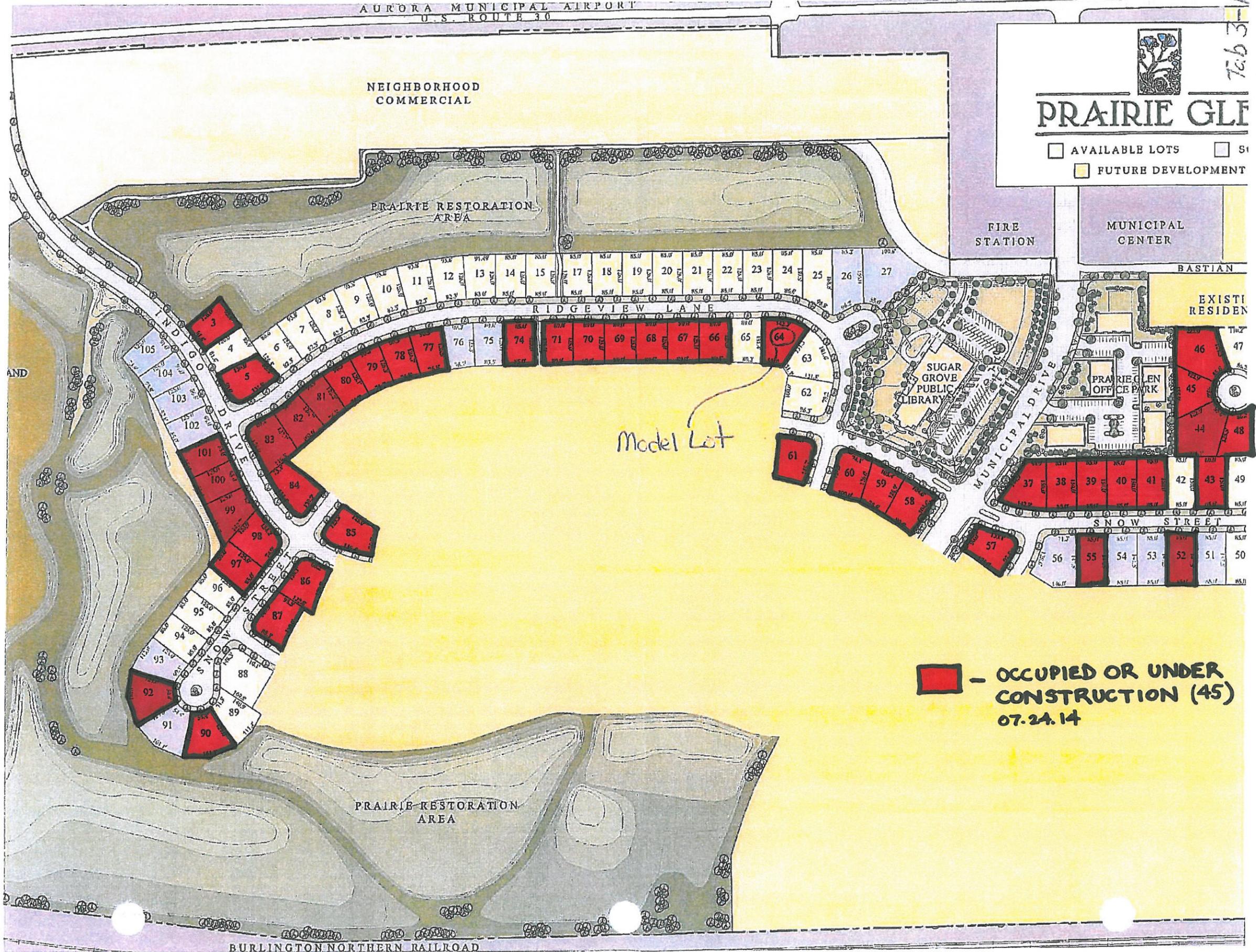
SNOW STREET

**■ - OCCUPIED OR UNDER
CONSTRUCTION (45)**
07.24.14

PRAIRIE RESTORATION
AREA

BURLINGTON NORTHERN RAILROAD

Tab 3-1

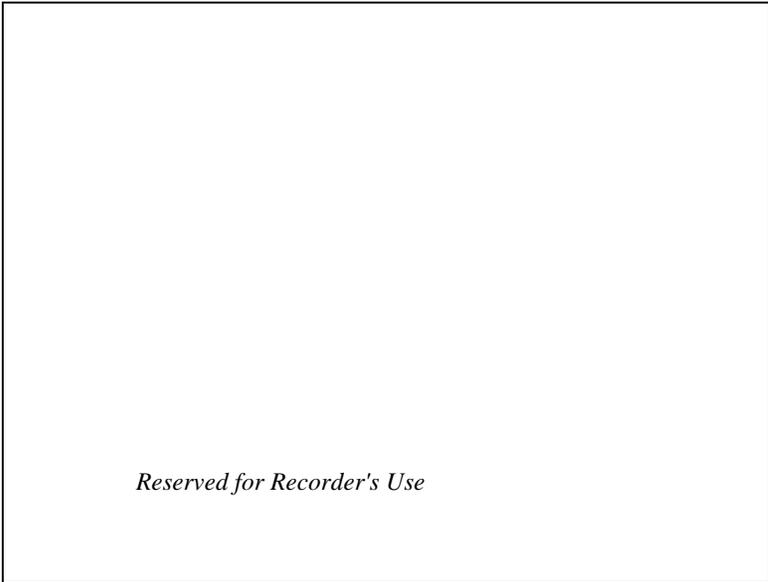


STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

Prepared by:

*Steven A. Andersson
Mickey, Wilson, Weiler, Renzi & Andersson,
P.C.
2111 Plum Street, Suite 201
Aurora, IL 60506*

*Return to after recording:
Village Clerk
Village of Sugar Grove
10 Municipal Drive
Sugar Grove, IL 60554*



Reserved for Recorder's Use

3rd Amendment to Annexation Agreement

(Hannaford Farm Subdivision Developer Owned Lots)

This 3rd Amendment to Annexation Agreement (the "Agreement"), is made and entered into this ____ day of _____, 2014, by and between the VILLAGE OF SUGAR GROVE, a municipal corporation (the "VILLAGE"); Badge 323, LLC, ("DEVELOPER") and, Badge 323, LLC (the "OWNER") individually referred to as "Party" and collectively referred to as "Parties."

WITNESSETH

WHEREAS, OWNER owns fee simple interest to a portion of the subdivision which is legally described in **EXHIBIT "A"**, attached hereto, consisting of approximately 122.109 acres, more or less (the "Property") (portions being previously sold or transferred to individual owners); and,

WHEREAS, OWNER owns fee simple interest to the property shown on EXHIBIT A-1; and,

WHEREAS, it is the desire of OWNER and DEVELOPER to amend the annexation agreement to address changes in circumstances since the time of the original agreement was passed and the 1st and 2nd Amendments hereto; and,

WHEREAS, the Parties acknowledge that this Amendment does not affect the rights of other landowners in the subdivision who are not signatories hereto and is only intended confer both rights and duties on the Parties hereto; and,

WHEREAS, due to the failure of the initial developer and owner of the property to complete the required public improvements, and the failure of the financial institution backing the Letters of

Credit to provide the funds needed to completed these same improvements it falls to the successor OWNER/DEVELOPER to complete said public improvements pursuant to Section 16A and 18 of the original Annexation Agreement for the Property; and,

WHEREAS, in consideration of the negotiations between the Parties, the Parties have agreed that if the OWNER/DEVELOPER complies with all obligations of this 3rd Amendment to Annexation Agreement, the Village shall allow the OWNER/DEVELOPER to restart develop on all lots owned listed herein, this Amendment outlining all future obligations for the Property and curing all previous breaches by earlier owners/developers.

WHEREAS, all notices required by law relating to this amended annexation agreement of the Property to the VILLAGE have been given to the persons or entities entitled to such notice pursuant to the applicable provisions of the Illinois Compiled Statutes; and,

WHEREAS, the Corporate Authorities of the VILLAGE have duly affixed and completed the time for a public hearing on this Agreement and pursuant to legal notice have held such hearing thereon all as required by the provisions of the Illinois Compiled Statutes; and,

WHEREAS, in accordance with the powers granted to the VILLAGE by the provisions of 65 ILCS 5/11-15.1-1 through 15.1-5, inclusive, relating to Annexation Agreements, the parties hereto wish to enter into a binding Amendment to Annexation Agreement and to provide for various other matters related directly or indirectly to the annexation of the Property as authorized by the provisions of said statutes; and,

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the parties agree as follows:

A) RE-INITIATION OF DEVELOPMENT AFTER BREACH BY EARLIER OWNERS AND DEVELOPERS:

1) **OBLIGATION TO CONSTRUCT IMPROVEMENTS:** The parties acknowledge and agree that substantial amounts of the public improvements have been installed. However, substantial amounts of improvements remain. Additionally, improvements that had been installed, due to time and lack of final completion of the improvements, have deteriorated to the point that repair, rehabilitation and in some cases replacement needs to occur. OWNER/DEVELOPER herein agrees that it is now responsible for said public improvements (either by constructing said improvements or paying the fee in lieu of development delineated below). In order to clarify what remains to be completed, the Parties agree that attached hereto as EXHIBIT AA-1 (Unit 1 Improvements) and EXHIBIT AA-2 (Unit 2 Improvements) are lists of the required improvements that remain, as of the date of the execution of this Amended Agreement. As to Unit 1 and EXHIBIT AA-1 this list is deemed final assuming the work is completed by December 31st, 2014. If said work is not completed by December 31st, 2014 Unit 1 and EXHIBIT AA-1 shall be reviewed again and it is possible

that additional items may be discovered that would necessitate addition to the aforementioned EXHIBIT AA-1. If such additional items are discovered, the OWNER/DEVELOPER agrees to said items being added as determined by the VILLAGE staff. The VILLAGE agrees to consult with OWNER/DEVELOPER as to any additional items and to reasonably consider OWNER/DEVELOPER'S proposed solutions for any such items that may arise. However, the final discretion for the decision on inclusion of such items shall be the VILLAGE'S.

As to Unit 2 and EXHIBIT AA-2, it is acknowledged that until final acceptance of the improvements, it is possible that additional items may be discovered that would necessitate addition to the aforementioned EXHIBIT AA-2. If such additional items are discovered, the OWNER/DEVELOPER agrees to said items being added as determined by the VILLAGE staff. The VILLAGE agrees to consult with OWNER/DEVELOPER as to any additional items and to reasonably consider OWNER/DEVELOPER'S proposed solutions for any such items that may arise. However, the final discretion for the decision on inclusion of such items shall be the VILLAGE'S.

2) NON-LIABILITY OF EXISTING HOMEOWNERS: The OWNER/DEVELOPER further agrees that it waives any claim for contribution of any sums for the public improvements of the subdivision that OWNER/DEVELOPER has agreed to undertake herein from the existing home owners upon which final completed homes are located. These lots are as follows: Lot 1 thru 20, both inclusive, 22 thru 27, both inclusive, 32, 33, 37, 39, 40, 41, 44, 45, 47, 48, 49, 51 thru 54, both inclusive, 56, 57, 58, 61, 63, 64, 65, 97, 104, and 120

3) LIABILITY OF THIRD PARTY UNCONSTRUCTED LOTS: The VILLAGE agrees that for any lots owned by third parties (that have not already paid a liquidated sum for curing that lots breach of the original annexation agreement and amendments), that the Village will attempt to require of said lots, to pay an estimated pro-rated sharing of the expenses for the public improvements outlined herein. The ultimate decision to impose a fee remains with the sole discretion of the Village. The VILLAGE agrees to consult with OWNER/DEVELOPER herein as to said required amount, however, the VILLAGE shall have the final discretion, without the consent of the OWNER/DEVELOPER to determine said amount. Nothing herein shall be construed to require payment by the Village unless funds are actually received from third parties. These lots are as follows: Lot 21, 29, 30, 34, 35, 36, 42, 46, 50, 55, 59, 60, 103, 116, and 119.

4) NON-LIABILITY OF THIRD PARTY LOTS WITH AMENDED ANNEXATION AGREEMENTS ALREADY IN PLACE: Lots (due to the negotiation of separate Amended Annexation Agreements to cure the initial developer breach) are exempt from the requirement of contribution hereunder and shall not be required to pay such amounts as follows: Lot 28, 62, and 99. To the extent that OWNER/DEVELOPER completes the improvements as specified above, and the VILLAGE obtains contributions for the same from other lot owners in the future, the VILLAGE agrees to work cooperatively with OWNER/DEVELOPER to use

said funds to contribute to the completion of said improvements, subject to compliance with state laws regarding bidding/competition and prevailing wage payments (if applicable). Nothing herein shall be construed to require payment by the Village unless funds are actually received from third parties.

B) CONSTRUCTING IMPROVEMENTS OR PAYING THE FEE IN LIEU OF DEVELOPMENT:

1) **FEE IN LIEU OF DEVELOPMENT OR CONSTRUCTION:** The Parties agree that the engineer's estimate of cost for the items listed on Exhibits AA-1 and AA-2 is also shown on Exhibits AA-1 and AA-2. Said amount is calculated on a pro-rata per lot basis of \$15,500 for each of the remaining 80 lots (\$15,500 /lot with OWNER/DEVELOPER owning 62 unimproved lots). OWNER/DEVELOPER shall pay, prior to issuance of a building permit, the required per lot contribution of \$15,500. Said fee shall be adjusted (at such time and in such amount) as noted in Section B(2) below.

2) The OWNER/DEVELOPER shall perform the items delineated on EXHIBIT AA-1 (Unit 1 improvements) and shall complete said improvements by December 31st 2014. . EXHIBIT

STAGE ONE: Upon successful completion of said items on EXHIBIT AA-1 to the satisfaction and approval of the VILLAGE staff and engineers, then upon inspection and acceptance of any such items, the VILLAGE shall pay to the OWNER/DEVELOPER 100% of the verified actual cost of the construction (as listed on EXHIBIT AA-1) only out of funds collected pursuant to Section B(1) hereof (and other funds collected by the Village from other lots in the Subdivision pursuant to Sections A(3) and A(4)). Provided however, that no funds shall be paid out until after completion, inspection and approval of the items listed on EXHIBIT AA-1. If the improvements are completed prior to collection of all of the amounts needed to repay DEVELOPER/OWNER, collection shall continue and amounts collected shall be repaid immediately upon receipt by the Village until fully repaid. After all of the actual costs of construction for the improvements listed in EXHIBIT AA-1 are repaid to DEVELOPER/OWNER, the Village shall continue collecting said amounts for distribution as specified in later stages hereof.

STAGE TWO: At the earlier of December 31st, 2016 or the issuance of 20 building permits to the DEVELOPER/OWNER (or their designee or successor owner) herein (the "trigger events"), the DEVELOPER/OWNER shall have completed the improvements listed on EXHIBIT AA-2 (Unit 2 Improvements) in addition to the improvements listed on EXHIBIT AA-1. If DEVELOPER/OWNER has failed to construct said improvements listed on EXHIBIT AA-2 and EXHIBIT AA-1 by the above trigger events, the Village shall cease to issue any further building permits until a recalculation of the amount due pursuant to Section B(1) is made. The Village shall determine what remains to be completed of improvements listed on EXHIBIT AA-2 and EXHIBIT AA-1 and shall prepare an engineers estimate of the

cost to complete said improvements by the Village (complying with all applicable laws including, but not limited to, the Prevailing Wage Act). Said engineers estimate shall then be divided by the amount of lots remaining in the subdivision to be built and said divided amount shall be the new amount due pursuant to Section B(1) hereof.

STAGE THREE: After adjustment pursuant to STAGE TWO (or if the Unit 2 improvements were completed prior to STAGE TWO being triggered), the Village shall continue to collect the amounts due pursuant to Section B(1) (as adjusted) hereof and hold said amounts for further stages of this process.

STAGE FOUR: As noted in STAGE TWO, the OWNER/DEVELOPER shall perform the items delineated on EXHIBIT AA-2 (Unit 2 improvements) and shall complete said improvements by December 31st 2016. Upon successful completion of said items to the satisfaction and approval of the VILLAGE staff and engineers, then upon inspection and acceptance of any such items, the VILLAGE shall pay to the OWNER/DEVELOPER 100% of the verified actual cost of the construction (as listed on EXHIBIT AA-2). Payment shall be made only out of funds collected pursuant to Section B(1) hereof, with 50% of the collected funds being paid to the OWNER/DEVELOPER (the remaining 50% shall be paid to the Village up to a maximum of \$441,151.00. Once either party has been paid in full, 100% of the collected funds shall be paid to the other party until paid in full. Provided however, that no funds shall be paid out to OWNER/DEVELOPER until after completion, inspection and approval of the items listed on EXHIBIT AA-2. If the improvements are completed prior to collection of all of the amounts needed to repay DEVELOPER/OWNER, collection shall continue and amounts collected shall be repaid immediately upon receipt by the Village until fully repaid.

STAGE FIVE: After full repayment as provided in STAGE FOUR to the DEVELOPER/OWNER and the VILLAGE the Village shall continue collecting said amounts for distribution as specified in later stages hereof.

STAGE SIX: After full repayment of the amount specified in STAGE FOUR, all remaining amounts collected pursuant to Section B(1) shall be pro-ratably repaid to the owners of said lots that paid said fee.

2) **WARRANTY:** EXHIBIT DEVELOPER/OWNER agrees to obtain from any contractor it utilizes a one year warranty on all work performed and supplies provided and that said warranty shall be expressly assignable to the Village.

C) REVISED FEES SCHEDULE In addition to all other fees included in this Amendment, OWNER/DEVELOPER shall pay the impact, transition and other fees required on EXHIBIT BB. EXHIBIT F of Section 4 of the Original Annexation Agreement is hereby repealed and substituted

with EXHIBIT BB. Subsection 4B of the Original Annexation Agreement is repealed. Section 3(E) of the original Annexation Agreement and any Amendments to said section are all hereby deleted.

D) ARCHITECTURAL REVIEW BY HOME OWNERS ASSOCIATION: Attached hereto as EXHIBIT CC is a letter from the Home Owners Association concerning the proposed development.

E) COMPLIANCE WITH EXISTING CODES: The OWNER/DEVELOPER agrees to comply with all existing requirements of the VILLAGE Zoning, Subdivision, soil erosion, stormwater detention and other development related ordinances except as specifically varied herein. The Village agrees that no code provision or engineering requirement (except those mandated by a superior governmental authority) shall apply to this subdivision if said new code provision would cause the property as currently platted to be rendered unbuildable without re-platting of existing lots. DEVELOPER/OWNER further agrees that best practices must be used to protect public property including, but not limited to, streets, curb, b-boxes, etc. (even prior to acceptance of the public improvements themselves). DEVELOPER/OWNER agrees that any applicant for a building permit shall be required to post for each lot being issued a building permit, a refundable escrow deposit of \$2,000.00 to secure compliance with this provision. Lot owners are responsible for their contractor's actions hereunder whether they have knowledge of said actions or not. In the event the Village staff discovers a violation of this provision, the Village shall cause an immediate \$250.00 deduction ("E-Ticket") to be made from the escrow deposit to compensate the Village for the damage to the street. The DEVELOPER/OWNER may appeal the E-Ticket decision, if they feel it was made in error, to the Village Administrator, whose decision shall be final. Upon issuance of a final certificate of occupancy for any such lot, an inspection shall be conducted to determine if additional deductions are needed from the escrow to cure any damages. If at any point the escrow balance falls below \$1,000.00, all construction activity on said lot shall cease until the escrow is replenished to \$2,000.00. The escrow (or what remains of it in the event of violations) shall be refunded to the person posting said amount, after the final inspection and any resulting deductions.

F) ALL OTHER PROVISIONS OF ANNEXATION AGREEMENT AND PREVIOUS AMENDMENTS REMAIN IN FULL FORCE AND EFFECT:

Any provisions of the original annexation agreement and previous amendments thereto not specifically addressed herein shall remain in full force and effect. These include without limitation the following: Annexation, Zoning, Plats and Plans, Roadway Dedication, land contributions (if not already completed), Signage/ Model and Production homes, extension of all public improvements, indemnification, granting of easements and annexation to Fox Metro Water Reclamation District, building and occupancy permits, storm water release rates, water supply requirements, construction delivery and street and site cleanup, appearance standards, disconnection, Special Service Areas, common areas and re-subdivision, variances granted and general obligations. For purposes of construing the provisions of the Agreement, the Parties agree that this Amendment shall be fully integrated into the Agreement from and after its execution by the Parties.

G) 2ND AMENDMENT MODIFICATION: Section 2 of the 2nd Amendment to Annexation Agreement creating a section 4(A)(3) is hereby deleted.

H) NO RECAPTURE: As the OWNER/DEVELOPER is not the original developer, no recapture shall be paid hereunder and any and all earlier provisions in previous versions of this Annexation Agreement (or amendments thereto) providing for recapture rights are hereby repealed.

I) TERM: The term of this Amendment shall be 20 years from the date of execution hereof.

J) RESOLUTION: Resolution _____ of the Village is not applicable to any development in this Subdivision or under this Amendment.

IN WITNESS WHEREOF, the parties have executed this Annexation Agreement the day and year first above written.

**VILLAGE:
THE VILLAGE OF SUGAR GROVE**

By: _____
P. Sean Michels, Village President

Attest: _____
Cynthia L. Galbreath, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that P. Sean Michels and Cynthia L. Galbreath personally known to me to be the Village President and Village Clerk, respectively, of the Village of Sugar Grove, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such Village President and Village Clerk, they signed and delivered the said instrument as President and Village Clerk caused the corporate seal of said Village to be affixed thereto, pursuant to authority, given by the Village of Sugar Grove Board of Trustees as the free and voluntary act and deed of said Village for the uses and purposes set forth.

Given under my hand and official seal, this _____ day of _____, 2014.

Notary Public

OWNER:

By: _____

Attest: _____

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the _____ and _____ of _____, an Illinois limited _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such _____, he signed and delivered the said instrument as _____ and caused the seal of said _____ to be affixed thereto, as the free and voluntary act for the uses and purposes set forth.

Given under my hand and official seal, this _____ day of _____, 2014

Notary Public

DEVELOPER:

By:

Attest:

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the _____ and _____ of _____, an Illinois limited _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such _____, he signed and delivered the said instrument as _____ and caused the corporate seal of said Corporation to be affixed thereto, as the free and voluntary act for the uses and purposes set forth.

Given under my hand and official seal, this _____ day of _____, 2014

Notary Public

LIST OF EXHIBITS

EXHIBIT A	Legal Description of Entire Subdivison
EXHIBIT A-1	Legal Description of OWNER's Property
EXHIBIT AA-1	PUBLIC IMPROVEMENTS FOR UNIT 1
EXHIBIT AA-2	PUBLIC IMPROVEMENTS FOR UNIT 2
EXHIBIT BB	REVISED PERMIT, IMPACT AND TRANSITION FEE SCHEDULES
EXHIBIT CC	Home Owners Association Letter

EXHIBIT A

ENTIRE SUBDIVISION

EXHIBIT A-1

OWNER PROPERTY

EXHIBIT AA-1

PUBLIC IMPROVEMENTS FOR UNIT 1

EXHIBIT AA-2

PUBLIC IMPROVEMENTS FOR UNIT 2

EXHIBIT BB

REVISED PERMIT, IMPACT AND TRANSITION FEE SCHEDULES

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: ORDINANCE APPROVING THE HANNAFORD FARM ANNEXATION AGREEMENT AMENDMENT #3 STAR
AGENDA: AUGUST 5, 2014 VILLAGE BOARD MEETING
DATE: JULY 31, 2014

ISSUE

Shall the Village Board approve an amendment (No. 3) to the Hannaford Farm annexation agreement.

DISCUSSION

The COTW reviewed and discussed the proposed annexation agreement amendment with the applicant at its July 15, 2014 meeting. The Board, generally, was supportive of the arrangements for completing the necessary public improvements in the subdivision that were spelled out in the draft agreement.

In short, the new owner will make the improvements with all vacant lot owners sharing in the cost through the continuation of the existing additional fee at building permit issuance. A schedule for the completion of the improvements is also provided in the amendment. The amendment also simplifies the building permit.

The only substantive change from the COTW discussion is the FILOD fee has been increased to \$15,500 at the request of the new owner to accommodate potential increased costs for the remaining public improvements. If excess funds are collected they will be returned to the permit payers on a prorated basis.

ATTACHMENTS

The Ordinance approving the Hannaford Farm Annexation Agreement Amendment No. 3 and the exhibits, including the amendment is attached for your review and information:

COSTS

Costs associated with preparing the amendment No. 3 will be borne by the applicant.

RECOMMENDATION

Staff recommends the Village Board approve the Ordinance Approving the Hannaford Farm Annexation Agreement Amendment No. 3 subject to Attorney review.



RESOLUTION NO. 20140805PW1

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH TADI FOR PHASE II ENGINEERING SERVICES RELATED TO THE DUGAN ROAD / GRANART ROAD INTERSECTION IMPROVEMENT PROJECT

WHEREAS, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to engage the services of TADI to provide Phase III construction engineering services for the Dugan Road / Granart Road Intersection Improvement Project, and to execute the attached agreement;

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

That attached hereto and incorporated herein by reference as Exhibit A is an agreement between TADI and the Village of Sugar Grove for Phase III construction engineering services for the Dugan Road / Granart Road Intersection Improvement Project. The President and Clerk are hereby authorized to execute said agreement on behalf of the Village and to take such further actions as are necessary to fulfill the terms of said agreement.

Passed by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, at a regular meeting thereof held on the 5th day of August, 2014.

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

Table with 5 columns: Name, Aye, Nay, Absent, Abstain. Rows include Trustee Robert E. Bohler, Trustee Kevin M. Geary, Trustee Sean Herron, Trustee Mari Johnson, Trustee Rick Montalto, and Trustee David Paluch.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: TONY SPECIALE, DIRECTOR OF PUBLIC WORKS
GEOFF PAYTON, STREETS & PROPERTIES SUPERVISOR
SUBJECT: RESOLUTION: AUTHORIZING A PHASE III ENGINEERING
AGREEMENT WITH TADI FOR THE DUGAN ROAD / GRANART ROAD
INTERSECTION IMPROVEMENT PROJECT SUBJECT TO ATTORNEY
REVIEW
AGENDA: AUGUST 5, 2014 REGULAR BOARD MEETING
DATE: JULY 31, 2014

ISSUE

Should the Village Board approve a resolution with TADI for Phase III engineering services related to the Dugan Road / Granart Road Intersection Improvement Project.

DISCUSSION

The Village, in cooperation with IDOT, is proposing to improve the Dugan Road / Granart Road intersection in an effort to facilitate a free flow of traffic and increase safety for the motoring public. The Village is intending to realign Granart Road to provide greater spacing from the intersection of US 30 and the BNSF at grade crossing along with facilitating increased storage capacity by improving geometrics and intersection controls.

At the February 4, 2014 Board Meeting, the Village authorized an agreement with TADI for Phase II design engineering services. The next step in this project is the approval of Phase III construction engineering services. TADI has prepared a proposal to provide professional engineering services to cover Phase III construction engineering for the Dugan Road / Granart Road Intersection Improvement Project. The proposal includes coordination with IDOT, construction staking, progress monitoring, utility coordination and material testing among other services. Attached for your review is the proposal from TADI to provide construction engineering services. Construction engineering is expected to cost is estimated at \$_____.

The total cost of Phase I and Phase II engineering exceeded the \$600,000.00 payment already released by IDOT by \$26,000.00; however, TADI has agreed to not bill the additional \$26,000.00 until after a contractor has been selected and IDOT has released payment for the next phase of the project.

COST

The total cost for the Professional Engineering Services Agreement is \$_____. This project is unbudgeted for Fiscal Year 14-15; however, IDOT has agreed to fund the project 100% in an amount not to exceed \$4,000,000.00 for Engineering and Construction. A payment of \$600,000.00 has already been release by IDOT. Staff is recommending this project be included in account 35-53-6303: Engineering Services.

RECOMMENDATION

The Village Board approves Resolution # **20140805PW1** authorizing an Agreement with TADI for the Phase III Professional Engineering Services associated with the Dugan Road / Granart Road Intersection Improvement Project, Subject to Attorney review.



RESOLUTION NO. 20140805PW2

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH _____ FOR THE DUGAN ROAD / GRANART ROAD INTERSECTION IMPROVEMENT PROJECT

WHEREAS, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to engage the services of the _____ to provide construction services for the Dugan Road / Granart Road Intersection Improvement Project, and to execute the attached agreement;

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

The agreement between _____ and the Village of Sugar Grove for the professional construction services for the Dugan Road / Granart Road Intersection Improvement Project. The President and Clerk are hereby authorized to execute said agreement on behalf of the Village and to take such further actions as are necessary to fulfill the terms of said agreement.

Passed by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, at a regular meeting thereof held on the 5th day of August, 2014.

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

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

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

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: TONY SPECIALE, DIRECTOR OF PUBLIC WORKS
GEOFF PAYTON, STREETS & PROPERTIES SUPERVISOR
SUBJECT: RESOLUTION: DUGAN ROAD / GRANART ROAD INTERSECTION
IMPROVEMENT PROJECT BID AWARD SUBJECT TO ATTORNEY
REVIEW
AGENDA: AUGUST 5, 2014 REGULAR BOARD MEETING
DATE: JULY 31, 2014

ISSUE

Should the Village Board award the construction contract for the Dugan Road / Granart Road Intersection Improvement Project.

DISCUSSION

The Village, in cooperation with IDOT, is proposing to improve the Dugan Road / Granart Road intersection in an effort to facilitate a free flow of traffic and increase safety for the motoring public. The Village is intending to realign Granart Road to provide greater spacing from the intersection of US 30 and the BNSF at grade crossing along with facilitating increased storage capacity by improving geometrics and intersection controls.

Sealed bids were received, opened and tabulated on Monday, August 4, 2014. Attached is a summary of the bids for your reference. Staff and TADI recommend the acceptance of the bid and approval of award be made to the lowest responsive and responsible bidder, _____, in the amount of \$_____. The engineers estimated cost of construction was \$_____.

COST

The total cost for the construction is \$_____. This project was unbudgeted for Fiscal Year 14-15; however, IDOT has agreed to fund the project 100% in an amount not to exceed \$4,000,000.00 for Engineering and Construction. A payment of \$600,000.00 has already been release by IDOT. Staff is recommending this project be included in account 35-53-7008: Streets/ROW Improvements.

RECOMMENDATION

The Village Board approves Resolution **#20140805PW2** authorizing an agreement for the construction contract for the Dugan Road / Granart Road Intersection Improvement Project in the amount of \$ _____ to _____
Subject to Attorney.



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

ORDINANCE NO. 2014-0805E

**AN ORDINANCE AMENDING TITLE 11 OF THE VILLAGE CODE
CONCERNING THE ZONING LAWS OF THE
VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS
(IMPOUND YARDS IN M-1)**

Adopted by the
Board of Trustees and President
of the Village of Sugar Grove
this 5th day of August, 2014.

Published in Pamphlet Form
by authority of the Board of Trustees
of the Village of Sugar Grove, Kane County,
Illinois, this 5th day of August, 2014.

ORDINANCE NO. 2014-0805E

**AN ORDINANCE AMENDING TITLE 11, OF THE VILLAGE CODE
CONCERNING THE ZONING LAWS OF THE
VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS
(IMPOUND YARDS IN M-1)**

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

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

WHEREAS, the Village 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;

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: ORDINANCE SECTIONS CREATED / AMENDED

That the following Sub-section(s) of Title 11 of the Village Code of Ordinances are hereby amended as follows:

Section 11-10-2-A, add the following:

“Impound yard, subject to additional standards and criteria in Section 11-10-2-D-2.”

Section 11-10-2-D, add the following:

“2. Impound yard:

- a. A principal building shall be located on the lot.
- b. The towing service operator(s) utilizing the impound yard shall provide the Village a copy of the operator’s valid registration with the Illinois Commerce Commission.

- c. If proposed to be located on a lot owned by an entity other than the impound yard operator, the impound yard operator shall provide the Village with written authorization from the property owner.
- d. If proposed to be located on a lot with other uses, the impound yard operator shall provide the Village proof of notification to the other uses.
- e. The impound yard shall not include vehicle repair or any salvage operations; may include a towing service on-site.
- f. No vehicle shall be stored longer than 180 days on-site.
- g. The impound yard operator shall have an independent and qualified consultant perform an assessment and evaluation annually to determine that pollutants from stored vehicles have not leaked into the soil or sewers, or if they have, that they have been properly remediated.
- h. The impound yard shall comply with the commercial outdoor storage requirements in Section 11-4-7.
- i. The impound yard shall comply with the fence requirements in Section 11-4-13, with a minimum fence height of six (6) feet.

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 5th day of August, 2014.

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 Robert E. Bohler	___	___	___	___
Trustee Kevin M. Geary	___	___	___	___
Trustee Sean Herron	___	___	___	___
Trustee Mari Johnson	___	___	___	___
Trustee David Paluch	___	___	___	___
Trustee Ron Montalto	___	___	___	___

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR
MIKE FERENCAK, VILLAGE PLANNER
SUBJECT: ORDINANCE: TEXT AMENDMENT TO ADD "IMPOUND YARD" AS A
PERMITTED USE IN THE M-1 LIMITED MANUFACTURING DISTRICT
AGENDA: AUGUST 5, 2014 REGULAR VILLAGE BOARD MEETING
DATE: AUGUST 1, 2014

ISSUE

Shall the Village Board add "Impound yard" as a permitted use in the M-1 Limited Manufacturing District.

DISCUSSION

In June, the owner of a towing company inquired about locating his towing company and an impound yard at a property on Heartland Drive. These uses are not listed in the M-1 District. Staff was amenable to adding the uses to the District, but had some concerns about the impound yard aspect of the business.

After initially publishing for a text amendment to add "Towing service" to this District, staff revised the request to "Impound yard". Similar to the recent amendment for commercial or trade schools, "Impound yard" is proposed as a permitted use with additional standards and criteria which need to be met in order to be considered a permitted use. Key criteria are that a principal building is required and a towing service may be included as an ancillary use to the impound yard.

The particular towing operator which prompted this request plans to provide towing and impound services for the Police Department. The company would not provide vehicle repair, salvage, or relocation services, although relocation services may be added in the future. The proposed amendment covers these ancillary uses.

This item was not discussed at a Committee of the Whole meeting. The towing operator that prompted this text amendment is intending to begin operations this week at 619 Heartland Drive if the Board approves the amendment. To accommodate the operator, staff offered the shorter timeline.

A public hearing was held on this request at the July 16, 2014 Plan Commission meeting. The Plan Commission voted 5-0 to recommend approval of the proposed amendment.

Since the Plan Commission meeting staff has made some minor changes to the additional standards and criteria, specifically the environmental check requirement. The latest is attached.

Attachments:

1. Staff Report to the July 16, 2014 Plan Commission
2. Draft Text Amendment

COST

The only direct cost to date is publication of the public hearing, which was under \$100.

RECOMMENDATION

That the Village Board approve Ordinance 2014-0805_ Amending Title 11 of the Village Code Concerning Impound Yards in M-1.

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

GENERAL CASEFILE INFORMATION

Commission Meeting Date: July 16, 2014

Petition Number: 14-010

Project Name: Impound Yards in M-1

Petitioner: Village of Sugar Grove

Request: 1. Zoning Ordinance Text Amendment to add “Impound yard” as a permitted use in the M-1 Limited Manufacturing District, pursuant to Section 11-13-11 of the Sugar Grove Zoning Ordinance.

Location: Village-wide (M-1 Limited Manufacturing District)

Exhibits: Public Hearing Notice
Certificate of Publication
Draft Text Amendment Ordinance

DEVELOPMENT PROPOSAL

The Planning Commission will consider the following request:

1. Zoning Ordinance Text Amendment to add “Impound yard” as a permitted use in the M-1 Limited Manufacturing District, pursuant to Section 11-13-11 of the Sugar Grove Zoning Ordinance.

HISTORY

The owner of a towing company inquired on June 19, 2014 about locating his business at a property on Heartland Drive zoned M-1 Limited Manufacturing District. Initially, staff identified the proposed use as a “Towing service”, which it is, but it would also include an impound yard on site. “Towing service” is currently only permitted in the B-3 Regional Business District. So, the initial thought was to add “Towing service” as a permitted use in the M-1 District. Staff had special concerns about the impound yard aspect of this business.

Staff has modified the proposal to instead add “Impound yard” as a permitted use in the M-1 District, but with certain criteria which would need to be met to be permitted, including that a principal building is required. A towing service may be included as an ancillary use.

The particular towing company which prompted this request plans to provide towing and impound services for the Village of Sugar Grove Police Department. The company would not provide vehicle repair or relocation services, although relocation services could be added in the future. A body shop may be added in the future. “Body shop” is a permitted use already in the M-1 District.

ZONING ORDINANCE

This amendment would add “Impound yard” as a permitted use in Section 11-10-2 Uses (M-1 Limited Manufacturing District) of the Sugar Grove Zoning Ordinance. It would also include additional standards and criteria in a new sub-section (11-10-2-D).

The stated purpose and primary provision of the M-1 Limited Manufacturing District is as follows:

“A. The M-1, limited manufacturing district is intended to provide for:

1. High quality, nuisance free manufacturing, transportation, warehousing, and wholesaling uses that are compatible with a variety of office and service uses.
2. The processing, cleaning, servicing, testing, repair or storage of materials, goods, or products, except those that may injurious or offensive to the occupants of adjacent premises by reason of emission or creation of noise, vibration, smoke, dust or other particulate matter, toxic materials odors, fire or explosion hazards or glare.”

B. Permitted and special uses listed below are generally more intensive than those allowed in the BP, business park district, but can be accommodated in Sugar Grove, if they are so located and are regulated as to avoid adverse impacts on the residential uses and less intense nonresidential uses that define the essential character of the village.”

Currently, “Impound yard” is not listed in the Zoning Ordinance, other than being a form of commercial outdoor storage. Commercial outdoor storage is considered an accessory use per the Zoning Ordinance section on Accessory Uses, Structures, and Buildings. “Contractor’s yard” and “Lumberyards” are some of the few “yards” identified as principal uses in the Zoning Ordinance currently, but these do not include any sort of special provisions such as a requirement that they must include a principal building.

EVALUATION

The addition of “Impound yard” as a permitted use would conform to the stated purpose of this zoning district, as it would include transportation and warehousing. With the additional standards and criteria being added the use would be well-regulated. Please see the attached Draft Ordinance for those criteria.

PUBLIC RESPONSE

A public notice was published in a local newspaper. Staff has not had any inquiries from the public about the proposal at this time.

STAFF RECOMMENDATION

Staff recommends approval of the Text Amendment to add “Impound yard” as a permitted use in the M-1 Limited Manufacturing District, pursuant to Section 11-13-11 of the Sugar Grove Zoning Ordinance.

RESOLUTION NO 20140805A

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

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

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

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

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

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

	CLASS	ANNUAL FEE	#	ESTABLISHMENT
A	TAVERN	\$1,900.00	0	
B	PACKAGE LIQUOR	\$1,250.00	6	Aldi, Amoco, Embassy, Osco Village Liquor, Walgreens
C	TEMPORARY LICENSE	\$ 50.00	0	
D	CLUB LICENSE	\$ 750.00	1	American Legion
E	RESTAURANT	\$1,450.00	2	Open Range Roundup Sports Bar
L	RESTAURANT w/ TAVERN	\$1,850.00	1	Fireside
F	BEER AND WINE RESTAURANT	\$1,950.00	0	
G	GOLF COURSE	\$ 900.00	1	Open Range
H	HOTEL	\$2,200.00	0	
J	SPECIALTY BASKET LICENSE	\$ 575.00	0	
K	CATERING LICENSE	\$1,150.00	0	
M	FARMERS MARKET LICENSE	\$ 200.00	0	
N	PRIVATE COUNTY CLUB	\$2,400.00	1	Rich Harvest
O	TEMPORARY GOVERNMENTAL SPECIAL EVENTS	\$ 50.00	0	
P	WINE & BEER SPECIALTY SHOP	\$1,200.00	0	
TP	TASTING PERMIT	\$ 200.00	1	Village Liquor Jewel/Osco

PASSED AND APPROVED, by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on the 5th day of August, 2014.

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

Attest: _____
Cynthia L. Galbreath, Village Clerk

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

GENERAL CASEFILE INFORMATION

Commission Meeting Date: July 16, 2014

Petition Number: 14-011

Project Name: 1942 W. US Highway 30

Petitioner: Jonathan Pantea and Kenneth Arnold

Request: 1. Special Use to allow a restaurant with live entertainment and dancing and to allow service of alcoholic beverages in conjunction with an eating or drinking establishment, pursuant to Section 11-13-11 of the Sugar Grove Zoning Ordinance.

Location: 1942 W. US Highway 30

Parcel Number(s): 14-19-100-032

Size: Approximately 136,986 square feet or 3.14 acres

Street Frontage: 240' along US Highway 30

Current Zoning: B-2 General Business District

Contiguous Zoning: NORTH: M-1 Limited Manufacturing District
SOUTH: M-1 Limited Manufacturing District
EAST: B-3 Regional Business District
WEST: M-1 Limited Manufacturing District

Current Land Use: Restaurant

Contiguous Land Use: NORTH: (across US Highway 30) Aurora Airport Museum
SOUTH: BNSF Railroad
EAST: Sugar Grove Motel
WEST: Selective Label & Printing Inc.

Comp Plan Designation: Neighborhood Commercial

Exhibits: Special Use Application
Responses to Special Use Standards / Statement
Proof of Ownership (available in CD Dept.)

Public Hearing Notice
Publication Confirmation (applicant to bring to meeting)
Sign Confirmation (photo)
Mailing Confirmation (applicant to bring to meeting)
Area Map
Plat of Survey (available in CD Dept.)

CHARACTER OF THE AREA

The subject property borders on manufacturing and warehouse uses to the south, west, and northwest, Aurora Airport is located to the north, and a motel and single house are located to the east. The area is planned for neighborhood commercial uses with nearby business park and airport uses according to the Comprehensive Plan.

DEVELOPMENT PROPOSAL

The Planning Commission will consider a request for:

1. Special Use to allow a restaurant with live entertainment and dancing and to allow service of alcoholic beverages in conjunction with an eating or drinking establishment, pursuant to Section 11-13-11 of the Sugar Grove Zoning Ordinance.

HISTORY

The applicants, Jonathan Pantea and Kenneth Arnold, owners of Round Up Sports Bar and Grill, request a Special Use for a restaurant with live entertainment to host music, karaoke, and trivia evenings. Round Up Sports Bar and Grill opened earlier this year at 1942 W. US Highway 30 as a restaurant. A restaurant does not require a Special Use in the B-2 District.

The “dancing” aspect of the request is not necessary for the applicants but is included since that is how the use is listed in the ordinance. Also, staff noticed that a Special Use is required for “service of alcoholic beverages in conjunction with an eating or drinking establishment” so to make the site fully compliant this request has been added. There are no site improvement plans at this time.

The restaurant property is not part of a subdivision or larger development. The building was formerly a restaurant named Runway to Galway and prior to that had been vacant for some time, having previously been a different restaurant and originally a gas station. The property was annexed many years ago with the building on the property.

COMPREHENSIVE PLAN RECOMMENDATIONS

The Comprehensive Plan designates the site as "Neighborhood Commercial". The Comprehensive Plan does not provide any policy regarding specific uses allowed in various districts of the Zoning Ordinance.

Contiguous properties are designated Neighborhood Commercial to the east and west, Business Park to the northwest and south, and Airport to the north. The restaurant is compatible with uses in the area.

ZONING ORDINANCE STANDARDS

Uses on this site are limited to the permitted and Special Uses listed in the B-2 General Business District.

Note: The italicized portions in the Findings of Fact item/s below constitute staff's suggestions on the various required findings. The Plan Commission is free to depart from these suggestions and adopt their own.

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

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

A restaurant with live entertainment and liquor is consistent with the objectives of the Comprehensive Plan and the Zoning Ordinance. The proposed use would be considered compatible with existing and planned uses for the area. With the Special Use, the use will be in conformance with the Zoning Ordinance.

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

The restaurant use already exists and no site improvements are planned at this time.

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

The proposed use should not be hazardous or disturbing to existing or future neighboring uses, as this area is primarily industrial in nature. The motel property to the east is owned by the same property owner as the restaurant.

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

US Highway 30 will be widened as part of interim and long-range plans by the Illinois Department of Transportation. The site is close to the center of the Village where efficient services can be provided, however there is no sewer service in this area of the Village. A septic system exists on site.

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

The proposed use does not create excessive additional requirements at public cost and should be beneficial to the economic welfare of the Village.

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

The use will not produce smoke, fumes, glare, or odors any more than it does currently. Traffic and noise would be the primary concerns. If traffic or noise become an issue, they could be addressed through the Special Use permit.

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

The driveways are existing on-site.

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

No site improvements are proposed at this time.

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

There are no natural, scenic, or historical features on this site.

EVALUATION

Generally, this use is required to conform to requirements of the Village of Sugar Grove Zoning Ordinance. The Special Use would bring the use into conformance.

PUBLIC RESPONSE

A public notice sign was posted on the property. The applicant will provide confirmation of newspaper and mailing publication at the meeting. Staff has received no public comment on this project.

STAFF RECOMMENDATION

Staff recommends approval of the Special Use to allow a restaurant with live entertainment and dancing and to allow service of alcoholic beverages in conjunction with an eating or drinking establishment, pursuant to Section 11-13-11 of the Sugar Grove Zoning Ordinance.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR
MIKE FERENCAK, VILLAGE PLANNER
SUBJECT: DISCUSSION: SPECIAL USE TO ALLOW A RESTAURANT WITH LIVE ENTERTAINMENT AND DANCING AT 1942 W. US HIGHWAY 30
AGENDA: AUGUST 5, 2014 REGULAR VILLAGE BOARD MEETING
DATE: AUGUST 1, 2014

ISSUE

Shall the Village Board consider a request for Special Use to allow a restaurant with live entertainment and dancing and to allow service of alcoholic beverages in conjunction with an eating and drinking establishment at 1942 W. US Highway 30.

DISCUSSION

Jonathan Pantea and Kenneth Arnold, the applicant / owner of Round Up Sports Bar and Grill, submitted a request for Special Use at 1942 W. US Highway 30. They would like to have live entertainment at the existing restaurant including music, karaoke, and trivia evenings. A Special Use is required for a “restaurant with live entertainment and dancing”.

While a Special Use is not required for a basic restaurant in the B-2 General Business District, a Special Use is required for “service of alcoholic beverages in conjunction with an eating or drinking establishment”. Due to an oversight that began with the previous restaurant use on the subject property, the current business does not have a Special Use for serving alcoholic beverages. So to make the use compliant, this Special Use request is also included. The restaurant already has a liquor license.

Additional information, including staff’s responses to the Special Use standards, can be found in the Plan Commission’s staff report (attached).

A public hearing was held on this request at the July 16, 2014 Plan Commission meeting. The Plan Commission voted 5-0 to recommend approval of the Special Use for both live entertainment and dancing and service of alcoholic beverages in conjunction with an eating or drinking establishment.

No conditions were recommended by staff or the Plan Commission.

The Zoning Ordinance requires that new development or redevelopment be reviewed through plans prepared for the site layout (including structures, parking, and drive aisles), engineering, building elevations, landscaping, lighting, signage, trash enclosure, etc. The Zoning Ordinance also requires the same when a property seeks a rezoning, special use, or other zoning action.

Staff asked the applicant to submit such plans with the submittal for this Special Use request. However, the applicant will need the cooperation of the property owner in preparing these. So far this has not been forthcoming. Staff allowed the applicant to proceed to this point in the Special Use process without submitting plans, however to follow the Zoning Ordinance plans do need to be submitted and reviewed before the Village Board can approve the Special Use with attached plans.

In addition, staff has attempted to encourage the property owner to prepare the plans with the knowledge that the necessary improvements could be installed over a number of years, but so far there has been no progress in that regard.

ATTACHMENTS

The following items are attached for your information:

1. Staff Report to the July 16, 2014 Plan Commission

COSTS

There is no direct cost associated with this proposal. All costs will be paid for by the applicant.

RECOMMENDATION

That the Committee of the Whole discuss the request for Special Use and provide direction to staff regarding the submittal of required site improvement plans.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: DISCUSSION: ASSIGN STREET NAME TO STATE ROUTE 47
AGENDA: AUGUST 5, 2014 COMMITTEE OF THE WHOLE MEETING
DATE: AUGUST 1, 2014

ISSUE

Shall the Village Board assign a street name to State Route 47 within the corporate limits.

DISCUSSION

The Village Board discussed this matter at the June 17, 2014 meeting and directed staff to collect information concerning the number of affected properties, costs, and procedures associated with the proposal to assign the name "Sugar Grove Parkway" to IL 47 within the corporate limits. The requested information is provided in the attached memorandum.

The Sugar Grove Economic Development Corporation has submitted a request to the Village Board to assign the street name "Sugar Grove Parkway" to State Route 47 within the Village's corporate limits.

COSTS

There would be very limited costs to the Village and other governmental agencies. Costs to property owners would depend on their action as detailed in the memorandum.

RECOMMENDATION

That the Village Board discuss the issue and provide direction to staff as to whether or not an Ordinance assigning a name to Illinois State Route 47 within the corporate limits should be placed on a future agenda for action.

VILLAGE PRESIDENT

P. Sean Michels

VILLAGE ADMINISTRATOR

Brent M. Eichelberger

VILLAGE CLERK

Cynthia Galbreath



COMMUNITY DEVELOPMENT DEPARTMENT

VILLAGE TRUSTEES

Robert Bohler
Kevin Geary
Sean Herron
Mari Johnson
Rick Montalto
David Paluch

M E M O R A N D U M

TO: Brent Eichelberger,
Village Administrator

FROM: Walter Magdziarz,
Community Development Director

DATE: July 25, 2014

SUBJECT: IL Route 47 Renaming Proposal Procedures and Costs

Herein is the response to the Village Board's request for a description of the process and cost for assigning a name to IL Route 47. In summary, renaming a street poses a temporary inconvenience cost for property owners. Business property owners, however, face higher direct costs depending on the business' need to update correspondence and advertising material. The cost of new street signs is the largest local government cost but much of this cost would be borne by other highway agencies.

Procedure for Changing a Street Name

The process for changing the name of a thoroughfare is simple. The Village Board may assign/change street names in the exercise of its sole discretion. Adoption of an Ordinance identifying the thoroughfare or segment of thoroughfare to be named is recorded with the County. The Village is responsible for notifying 911, USPS, highway authorities, and affected property owners of the name change.

The Village Code (Section 13-1-1) establishes the street designations, or suffixes, to be used on thoroughfare names in the Village. The suffix "parkway" is not identified. Major streets running in any direction which are designated with special characteristics such as planted medians shall be named "boulevard," according to the Village Code.

The use of the suffix "boulevard" is historically associated with landscaped thoroughfares in urban contexts, not those that are high speed limited access roadways, such as IL 47. In this instance, the suffix "parkway" is more appropriate.

The street name change will affect 28 existing businesses and 6 existing residences in the Village limits.

The following businesses/properties would need to be reassigned:

- Village Bible Church
- American Heartland Bank (under construction)
- The Landings – 2 multi-tenant buildings (8 businesses)
- Sugar Grove Center – 1 restaurant (McDonald's), 1 bank (Chase), 1 multi-tenant building (8 businesses), 1 grocery store (Jewel)
- 1 drug store (Walgreens)
- 6 residences, 1 gas station, 2 multi-tenant buildings (4 businesses), and 1 furniture manufacturer from Cross Street to the BNSF RR

There are 10 unincorporated residential properties that may need to change their address since the IL 47 right-of-way lies in Sugar Grove but their properties do not. The final decision on these properties may be decided by 911.

Property records

Generally, property-based records, e.g. water billing, property tax, can be changed easily and with little cost to the agency. The Village can easily and timely change property records for which it controls. Outside agencies will change their records at their pace and may result in some inconveniences for the affected property owners.

Property owner change of address with utilities, credit cards, banks, subscriptions, insurance, etc.

Generally, there are no out-of-pocket costs associated with these change of address requests. There is a minor inconvenience but with most businesses having internet accessible accounts, businesses and individuals can make the address change rather easily.

There is a cost to any business that desires to change the street name used on its business documents, e.g. business cards, letterhead, advertising materials, etc. But since the "IL 47" designation is not changing, some may not be inclined to incur these expenses except when they need to reorder a new supply or place new advertising materials.

The USPS explained to us that a business or individual using "IL 47" as their address can continue to use it after the name change. Unlike other streets, the USPS will deliver to an address using "IL 47" or "Sugar Grove Parkway" for the same location.

911

The County 911 system will expend some time and cost updating mapping database but this is a cost of doing business for the organization and is minimal considering the number of affected addresses.

Street signs

The cost for changing street signs varies greatly depending on which highway authority is performing the sign replacements. Street signs of the local variety would need to be replaced at each intersection along IL 47. There are 10 such signs.

The overhead street signs attached to the mast arm of traffic signals are under the jurisdiction of IDOT. There are four such signs in the corporate limits.

Memorandum

July 25, 2014

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It remains to be seen whether IDOT and the Tollway Authority would change the IL 47 directional signs on IL 56/US 30 and I-88, respectively, but if these agencies changed the signs they'd likely would change as part of normal sign replacement schedule.

In all instances, however, the thoroughfare is identified as IL 47 on such signs and since this route designation will not change with the proposed street naming, there may not be a sense of urgency by other agencies to immediately change street signs.