
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS
BRAD MERKEL, DEPUTY DIRECTOR OF PUBLIC WORKS
SUBJECT: RESOLUTION: MALLARD POINT WETLAND MAINTENANCE
AGENDA: MARCH 1, 2022 REGULAR BOARD MEETING
DATE: FEBRUARY 16, 2022

ISSUE

Should the Village Board approve a 3-year agreement for a wetland maintenance in Mallard Point Subdivision.

DISCUSSION

As a part of the Mallard Point Drainage Project, completing ongoing maintenance to the wetland areas was recommended. Maintenance of the entire area around the pond and the area north of Mallard Lane includes a prescribed burn of the mowed and standing vegetation and herbicide application to Cattail & Common Reed of the wetland area. Staff contacted ENCAP, Inc. for the proposal. The total cost for the maintenance for the 3-year plan is estimated at \$41,850, which includes \$13,350 for the prescribed burn and \$11,000 for the herbicide application to Cattail & Common Reed in Year 1, \$9,500 for the Herbicide Application to Cattail & Common Reed in Year 2 and \$8,000 for the Herbicide Application to Cattail & Common Reed in Year 3. The prescribed burn costs include all permitting and homeowner notification costs. This work will be completed in the spring or fall each year as weather allows.

Calendar Year 2022 = \$24,350

Calendar Year 2023 = \$9,500

Calendar Year 2024 = \$8,000

Total for all 3 years = \$41,850

COST

The estimated costs of the 3-Year project are \$41,850. The FYE 22 Budget, account 01-53-6309: Professional Services has \$25,000 allocated for this years portion of the project.

RECOMMENDATION

The Village Board approve resolution **20220301PW2** and authorize the Director of Public Works to enter into a 3-year agreement with ENCAP, Inc. for the maintenance of the Mallard Point Wetland area.



RESOLUTION NO. 20220301PW2

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH
ENCAP FOR THE MALLARD POINT NATURAL AREA MANAGEMENT.**

WHEREAS, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to engage the services of ENCAP for the Mallard Point Natural Area Management, and to execute the attached agreement;

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

That attached hereto and incorporated herein by reference as Exhibit A is an agreement between ENCAP and the Village of Sugar Grove for the Mallard Point Natural Area Management. 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 1st day of March, 2022.

Jennifer Konen, President of the Board
of Trustees of the Village of Sugar Grove,
Kane County, Illinois

ATTEST:

Alison Murphy, Clerk
Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Matthew Bonnie	_____	_____	_____	_____
Trustee Sean Herron	_____	_____	_____	_____
Trustee Heidi Lendi	_____	_____	_____	_____
Trustee Michael Schomas	_____	_____	_____	_____
Trustee Ryan Walter	_____	_____	_____	_____
Trustee James F. White	_____	_____	_____	_____
President Jennifer Konen	_____	_____	_____	_____



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DeKalb, IL 60115
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www.encapinc.net

PROPOSAL NO. 21-1206A
Revised 02.22.2022

February 22, 2022

Bradley Merkel
Village of Sugar Grove
601 Heartland Drive
Sugar Grove, Illinois 60554
P: 630-391-7234 E:bmerkel@sugargrovel.gov

RE: Mallard Point Natural Area Management (Mallard Lane, Sugar Grove)
LAT: 41.749169°, LONG: -88.437457°

Dear Mr. Merkel,

ENCAP, Inc. is pleased to present this proposal for natural area management and prescribed burning services. It has been several years since ENCAP has managed this site, but based on site evaluation we believe it beneficial to continue cattail and common reed (Phragmites) control within the wetland areas to encourage native species establishment, as well as continue with the prescribed burning program to assist with healthy vegetation growth. As discussed, due to the full burn schedule this Spring, it is likely this burn would be postponed until the Fall of 2022, or possibly the following Spring if weather does not cooperate.

The seeding task is included as needed, after the site can be appropriately evaluated after a season of treatment. Seeding, if approved, would be completed after consultation with the Village and agreement on proposed quantities. If you should have any questions regarding this information, please contact Samantha DeDina at sdedina@encapinc.net or (815) 766-1765.

#	DESCRIPTION OF WORK	UNIT	# OF UNITS	UNIT COST	COST
2022					
1	Prescribed Burn- Spring 2022/Fall 2022	LUMP SUM	1	\$13,350.00	\$13,350.00
2	Herbicide Application to Cattail & Common Reed (Phragmites)- Summer/Fall 2022	LUMP SUM	1	\$11,000.00	\$11,000.00
				Sub-Total	\$24,350.00
2023					
1	Herbicide Application to Cattail & Common Reed (Phragmites)- Summer/Fall 2023	LUMP SUM	1	\$9,500.00	\$9,500.00
				Sub-Total	\$9,500.00

2024					
1	Herbicide Application to Cattail & Common Reed (Phragmites)- Summer/Fall 2024	LUMP SUM	1	\$8,000.00	\$8,000.00
				Sub-Total	\$8,000.00
				TOTAL	\$41,850.00
Additional Items					
1	Supplemental Native Wetland Seeding	ACRE	1	\$1,850.00	TBD

There is a minimum charge of \$2,500 for prescribed burns.

Prescribed burn includes all labor, material, permitting, and burn break construction necessary to complete a successful burn on approximately 27 ac, including large wetland complex and area north of playground.

Prescribed burns typically achieve 65-95% burn coverage depending on site conditions. These results are considered successful. ENCAP, Inc. reserves the right to avoid sections of the prescribed burn area that pose higher than justified liability, provided that minimum successful burn coverage is achieved on the site overall.

Burn notices are included for properties immediately adjacent to the burn area. Additional burn notices can be provided at an additional cost of \$1 EA.

Payment Agreement

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

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

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

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

* All Legal Proceedings to be conducted in DeKalb County *

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

By: ENCAP, Inc.

By: Village of Sugar Grove

Authorized Rep.

Date

Authorized Rep.

Date