
**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: LOT 14 NATURAL AREA MANAGEMENT
AGENDA: MARCH 1, 2022 REGULAR BOARD MEETING
DATE: FEBRUARY 22, 2022

ISSUE

Should the Village Board approve an agreement for the Lot 14 Natural Area Management.

DISCUSSION

The Village undertook the maintenance of the detention basin behind the Sugar Grove Center when the property owner association failed. The Village hired EnCap to complete a multi-year management plan to clean-up and restore the wetlands within the basin. This maintenance is ongoing and the village is using the SSA#10 to fund the work. Attached is a 3-year maintenance plan provided by Encap. In the 3-year plan Encap will complete Naturalized Buffer Management, Cattail Treatment, Supplemental Seeding, Removal/Treatment and a Prescribed Burn. The Proposal includes the following costs:

Calendar Year 2022 = \$6,300
Calendar Year 2023 = \$3,525
Calendar Year 2024 = \$6,175
Total for all 3 years = \$16,000

COST

The total cost of the project is \$16,000. The FYE 23 Budget, account 47-55-6309: Professional Services has \$6,300 allocated for this project.

RECOMMENDATION

The Village Board approve resolution **20220301PW1** and authorize the Director of Public Works to enter into an agreement with ENCAP, Inc. for the maintenance of the Lot 14 Natural Area Management.



RESOLUTION NO. 20220301PW1

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH
ENCAP FOR THE LOT 14 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 Lot 14 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 Lot 14 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	_____	_____	_____	_____



2585 Wagner Ct.
DeKalb, IL 60115
Phone: 815.748.4500
Fax: 815.748.4255
www.encapinc.net

PROPOSAL NO. 22-0218C

February 21, 2022

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

RE: Lot 10, Village of Sugar Grove (Southeast of Capitol Drive and E Park Avenue, Sugar Grove)
LAT: 41.774590, LONG: -88.437408

Dear Mr. Merkel,
ENCAP, Inc. is pleased to present this proposal for natural area management services at the Lot 10 naturalized basin in Sugar Grove. Continued cattail and woody control is recommended on the site, in addition to routine naturalized buffer management. We also recommend supplemental seeding in areas that are expected to receive more intense treatment. If you should have any questions regarding this proposal, please contact me at sdedina@encapinc.net or (815) 766-1765.

#	DESCRIPTION OF WORK	UNIT	# OF UNITS	UNIT COST	COST
2022					
1	Naturalized Buffer Management	PER VISIT	3	\$1,250.00	\$3,750.00
2	Cattail Treatment	LUMP SUM	1	\$1,200.00	\$1,200.00
3	Supplemental Seeding	LUMP SUM	1	\$1,350.00	\$1,350.00
				Sub-Total	\$6,300.00
2023					
1	Naturalized Buffer Management	PER VISIT	3	\$950.00	\$2,850.00
2	Cattail Treatment	LUMP SUM	1	\$675.00	\$675.00
				Sub-Total	\$3,525.00
2024					
1	Naturalized Buffer Management	PER VISIT	3	\$950.00	\$2,850.00
2	Cattail Treatment	LUMP SUM	1	\$675.00	\$675.00
3	Prescribed Burn	EACH	1	\$2,650.00	\$2,650.00
				Sub-Total	\$6,175.00
			TOTAL 2022-2024		\$16,000.00

Naturalized buffer management includes treatment of woody species on-site. 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 the site.

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 each.

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

Lot 10
Village of Sugar Grove

Legend

-  Area
-  Prairie Crossing
-  Untitled Polygon

