
**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: AUTHORIZING IGA WITH SUGAR GROVE PARK DISTRICT, SUGAR GROVE TOWNSHIP FOR THE BLACKBERRY CREEK PEDESTRIAN/BIKE BRIDGE PROJECT MAINTENANCE
AGENDA: OCTOBER 18, 2022 REGULAR BOARD MEETING
DATE: OCTOBER 14, 2022

ISSUE

Approval of an IGA with SG Park District, SG Township for The Blackberry Creek pedestrian/bike bridge project maintenance.

DISCUSSION

This project was previously last discussed at the September 9, 2022 Board Meeting. This is one of three total IGA's that are needed for this project. This IGA covers the maintenance of the Bridge and Path after it is constructed. It was determined by all 3 agencies it is best that the Sugar Grove Park District take the lead on the Maintenance of the bridge and path. Since that time staff has worked with the SG Park District and the SG Township to draft an IGA for the Blackberry Creek Pedestrian/Bike Bridge Project Maintenance. The IGA spells out each agency anticipated annual costs and is attached for review.

The cost share for maintenance is:

COST SHARE

- A. Each Party agrees to equally share in the costs of any Maintenance performed on the Bridge/Path pursuant to this Agreement, in an amount not to exceed \$6,000.00 per party per calendar year.
- B. Each Party shall deposit \$2,000.00 within thirty (30) days of the start of construction of this project with the Park District to be used for Maintenance. The Park District shall provide an accounting of the Maintenance and fund balance no less than once per calendar year and shall notify the Parties when additional funding is needed.
- C. Cumulative amounts in excess of \$2,000.00 per Party per maintenance project or \$6,000.00 per Party per calendar year shall require the consent of at

least two of the three Parties to this Agreement, in which case all Parties shall be obligated to share equally in the cost.

COST

The estimated costs for Attorney review of this IGA is \$1000. Account # 35-53-6301 Streets Capital Projects Legal Services has \$2000 included for this project. The other dollar amounts for maintenance will be included in future budgets after the bridge and path are constructed.

RECOMMENDATION

The Village Board approves Resolution **#20221018PW2** authorizing an authorizing IGA with SG Park District, SG Township for The Blackberry creek pedestrian/bike bridge project maintenance



RESOLUTION NO. 20221018PW2

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

RESOLUTION AUTHORIZING EXECUTION OF AN IGA WITH SUGAR GROVE PARK DISTRICT, SUGAR GROVE TOWNSHIP FOR THE BLACKBERRY CREEK PEDESTRIAN/BIKE BRIDGE PROJECT MAINTENANCE.

WHEREAS, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to execute an IGA with the Sugar Grove Park District, Sugar Grove Township for the Blackberry Creek Pedestrian/Bike Bridge Project Maintenance, and to execute the attached IGA;

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 IGA between Sugar Grove Park District, Sugar Grove Township and the Village of Sugar Grove for Blackberry Creek Pedestrian/Bike Bridge Project Maintenance, and to execute the attached IGA;

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 18th day of October, 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	_____	_____	_____	_____

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF SUGAR GROVE, THE SUGAR GROVE TOWNSHIP
AND THE SUGAR GROVE PARK DISTRICT**

This Agreement (“**Agreement**”) is entered into this ____ day of _____, 2022, by and between the VILLAGE OF SUGAR GROVE, a municipal corporation of the State of Illinois, hereinafter called the "**Village**", the SUGAR GROVE TOWNSHIP, a local governmental entity of the State of Illinois, hereinafter called the "**Township**", and the SUGAR GROVE PARK DISTRICT, a local governmental entity of the State of Illinois, hereinafter called the "**Park District**". The Village, Township and Park District are collectively referred to as the "**Parties**" and each individually as a "**Party**".

WITNESSETH:

WHEREAS, the Parties support providing a system of bike and pedestrian trails to serve pedestrians, bicyclists, and other users within their mutual jurisdictions and to increase connectivity to the regional and state system of trails; and,

WHEREAS, the Parties have determined that it is in their mutual best interests to maintain a bike and pedestrian bridge and path across Blackberry Creek as depicted in **Exhibit A** (“**Bridge/Path**”); and,

WHEREAS, the Parties have determined that it is necessary and advantageous to establish each Party’s respective responsibilities for maintenance of the Bridge/Path; and,

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

WHEREAS, the Township by virtue of its powers as set forth in the Illinois Township Code 60 ILCS 1/85-13(a)(1)(E) is authorized to enter into this Agreement; and

WHEREAS, the Park District by virtue of its powers as set forth in the Illinois Park District Code 70 ILCS 1205 is authorized to enter into this Agreement; and

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

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto mutually, covenant agree and bind themselves as follows; to wit:

I. MAINTENANCE

The Park District shall be the Party responsible for performing all maintenance activities (“**Maintenance**”) to the Bridge/Path. The Park District shall maintain the Bridge/Path in such a manner so as to ensure that said Bridge/Path remains in good working order and repair at all

times, and will further ensure that the Bridge/Path complies at all times with applicable federal, state and local law, including the ordinances and regulations of the County of Kane and the Village of Sugar Grove. The Park District shall be responsible for directing all Maintenance performed pursuant to this Agreement.

The Park District's Maintenance obligations under this Agreement shall generally include:

1. To maintain the bicycle path and bridge described above and sub-surface drainage systems in accordance with all reasonable and applicable best practices;
2. To mow the open grass areas along both sides of the bike path for its entire distance across the property;
3. To maintain the trail and connections from off-site to the bicycle path at both the northern and southern boundaries in accordance with reasonable and applicable standards; and
4. To maintain the bridge structure and abutments in accordance with reasonable and applicable standards; and
5. To trim and cut down and clear away any and all trees and brush on the permanent easement or overhanging that, in the opinion of the Sugar Grove Park District, may interfere with the use and operation of the bike trail and bridge area.
6. To name the Kane County Forest Preserve as a certificate holder and additional insured for the bicycle path and bridge on Village's and the Sugar Grove Park District general liability insurance policy(ies) relative to same.

Maintenance shall be performed in accordance with the Manufacturer's Specifications. Notwithstanding the foregoing, should any Party object to the scope or quality of Maintenance activities being performed pursuant to this Agreement, upon request of the objecting Party, the Party Representatives (or their respective designees) shall meet and confer to review such performance. Upon review, the Party Representatives shall, by a 2/3 vote, determine whether or not such Maintenance activity shall proceed.

II. COST SHARE

- A. Each Party agrees to equally share in the costs of any Maintenance performed on the Bridge/Path pursuant to this Agreement, in an amount not to exceed \$6,000.00 per party per calendar year.
- B. Each Party shall deposit \$2,000.00 within thirty (30) days of the start of construction of this project with the Park District to be used for Maintenance. The Park District shall provide an accounting of the Maintenance and fund balance no less than once per calendar year and shall notify the Parties when additional funding is needed.
- C. Cumulative amounts in excess of \$2,000.00 per Party per maintenance project or \$6,000.00 per Party per calendar year shall require the consent of at least two of the three Parties to this Agreement, in which case all Parties shall be obligated to share equally in the cost.

III. PARTY REPRESENTATIVES

The following individuals shall be designated as the primary representative for each Party:

VILLAGE: Brent Eichelberger, Village Administrator

TOWNSHIP: Tom Rowe, Supervisor

PARK DISTRICT: Scott Nadeau, Executive Director

Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other Parties.

IV. INDEMNIFICATION AND RECORDS

Each Party shall defend indemnify and hold harmless the other Parties, and each of their respective officers, directors, employees and agents from and against all claims of third parties, and all associated losses, to the extent arising out of (a) a Party's negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement.

The Park District shall maintain, for a minimum of three (3) years after the completion of the Project, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement.

V. GENERAL PROVISIONS

A. **Agreement.** It is understood and agreed that this is an intergovernmental agreement between the Village of Sugar Grove, Sugar Grove Township, and the Sugar Grove Park District. Wherever in this Agreement approval or review by any of the Parties hereto is provided for, said approval or review shall not be unreasonably delayed or withheld.

In the event of a dispute between the Parties in the carrying out of the terms of this Agreement, the representatives noted above (or their successors) shall meet and resolve the issue.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

This Agreement may only be modified by written modification executed by each Party's corporate authorities.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and approved assigns.

It is agreed that the laws of the State of Illinois shall apply to this Agreement and that, in the event of litigation, venue shall lie in Kane County, Illinois.

All notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:

To the VILLAGE:

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

To the TOWNSHIP:

The Township of Sugar Grove
54 Snow St.
Sugar Grove, Illinois 60554
Attn: Supervisor

To the PARK DISTRICT:

The Sugar Grove Park District
61 Main Street
Sugar Grove, Illinois 60554
Attn: Executive Director

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

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated.

THE VILLAGE OF SUGAR GROVE

By: _____
Village President

Attest: _____

Date: _____

THE SUGAR GROVE TOWNSHIP

By: _____

Attest: _____

Date: _____

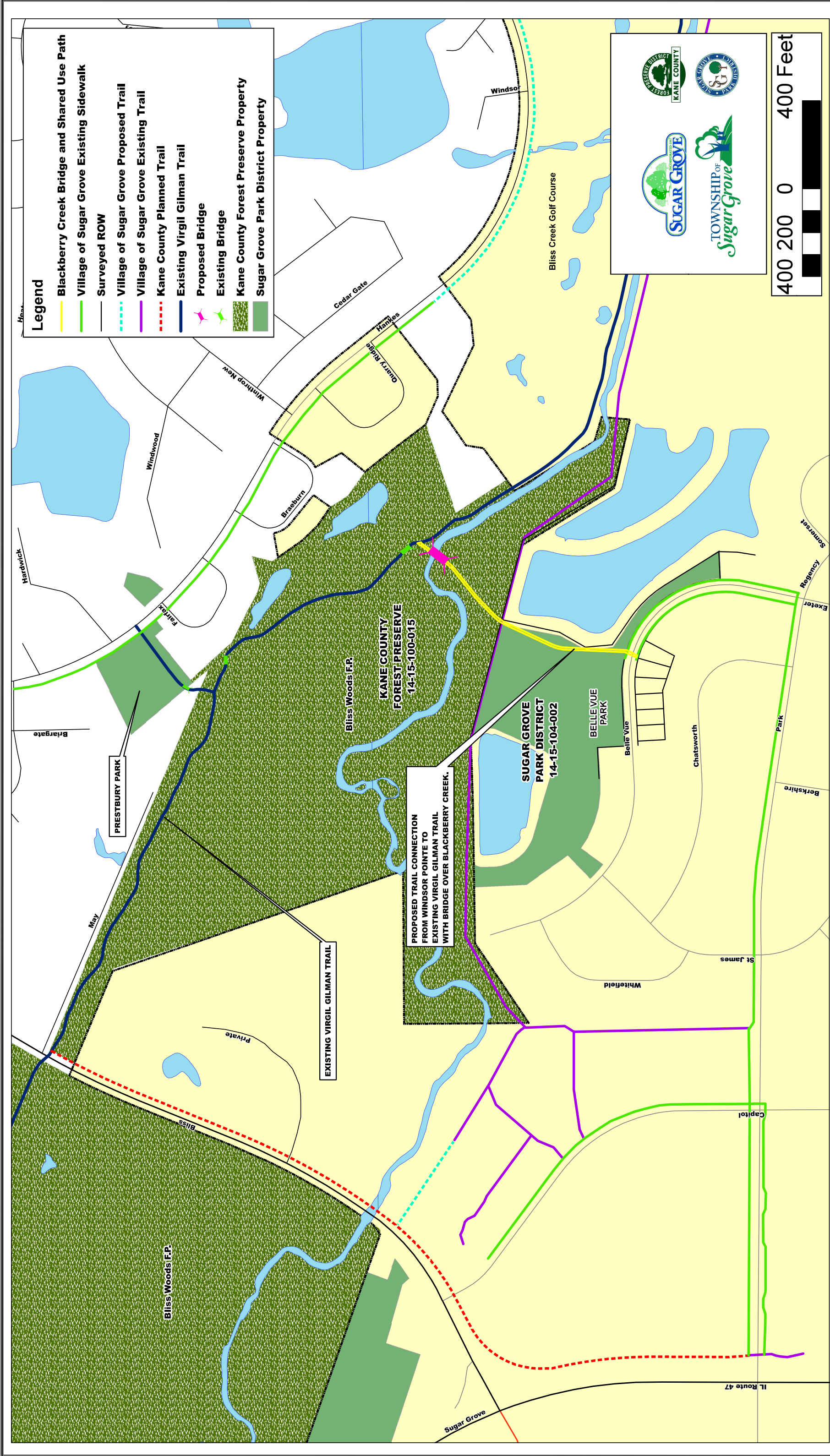
THE SUGAR GROVE PARK DISTRICT

By: _____

Attest: _____

Date: _____

EXHIBIT A





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

VILLAGE OF SUGAR GROVE
 601 Heartland Dr.
 Sugar Grove, IL
 (630) 466-4521
<http://www.sugargroveil.gov>

DATE: APRIL 2020
 PROJECT NO.: SG1724
 PATH: H:\GIS\PUBLIC\ISUGAR GROVE\2016\SG1724_PROPOSED BIKE PATHS.MXD
 FILE:

LOCATION MAP
**PROPOSED BLACKBERRY CREEK
BRIDGE AND SHARED USE PATH**

