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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES

**FROM:** BRENT EICHELBERGER, VILLAGE ADMINISTRATOR  
ALISON MURPHY, ASSISTANT TO THE VILLAGE ADMINISTRATOR/  
VILLAGE CLERK

**SUBJECT:** RESOLUTION: AUTHORIZING AN INTERGOVERNMENTAL  
AGREEMENT BETWEEN SUGAR GROVE TOWNSHIP, SUGAR  
GROVE PARK DISTRICT, VILLAGE OF SUGAR GROVE, SUGAR  
GROVE TOWNSHIP COMMUNITY BUILDING, AND SUGAR GROVE  
FIRE PROTECTION DISTRICT FOR A SEASONAL OUTDOOR ICE-  
SKATING FACILITY (STAR)

**AGENDA:** DECEMBER 6, 2022 REGULAR BOARD MEETING

**DATE:** DECEMBER 2, 2022

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**ISSUE**

Should the Village approve an Intergovernmental Agreement for a Seasonal Outdoor Ice-Skating Facility.

**DISCUSSION**

At the November 1, 2022 Village Board Meeting, President Konen reported that the idea of a community ice rink near the Community House had been raised among the Village, Township, Park District, Village, Community Building, and Fire District. Konen asked the Trustees for their thought on financially supporting the ice rink and the Board reached consensus to pledge \$1,000.00 toward the effort. The attached Intergovernmental Agreement establishes the responsibilities of each agency for the operation, funding and maintenance of the ice rink.

**COST**

There were approximately \$250.00 in attorney fees to review the contract plus the sponsorship cost of \$1,000 for the rink as previously determined.

**RECOMMENDATION**

That the Board approve a resolution authorizing an Intergovernmental Agreement between the Sugar Grove Township, Sugar Grove Park District, Village of Sugar Grove, Sugar Grove Township Community Building and the Sugar Grove Fire Protection District for a Seasonal Outdoor Ice-Skating Facility, subject to attorney review.



**RESOLUTION NO. 20221206B**

**RESOLUTION AUTHROIZING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE SUGAR GROVE TOWNSHIP, THE SUGAR GROVE PARK DISTRICT,  
THE VILLAGE OF SUGAR GROVE, THE SUGAR GROVE TOWNSHIP COMMUNITY  
BUILDING, AND THE SUGAR GROVE FIRE PROTECTION DISTRICT FOR A  
SEASONAL OUTDOOR ICE-SKATING FACILITY**

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

**WHEREAS**, the Township, Park District, Village, Community Building, and Fire District are committed to collaborating on ways to provide recreational opportunities in the community and have researched ice rinks and developed a site plan to provide these amenities and activities in Sugar Grove for the benefit of Sugar Grove residents and businesses; and

**WHEREAS**, the Parties have determined that it is in their mutual best interests to maintain a Seasonal Outdoor Ice-Skating Facility; and

**WHEREAS**, the Parties have determined that it is necessary and advantageous to establish each Parties' respective responsibilities for maintenance of the Ice-Skating Facility.

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

That attached hereto and incorporated herein by reference as Exhibit A is an IGA between Sugar Grove Park District, Sugar Grove Township, Sugar Grove Township Community Building, Sugar Grove Fire Protection District, and the Village of Sugar Grove for the Ice-Skating Facility 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 AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this 6th day of December, 2022

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

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Alison Murphy, Village Clerk of the  
Village of Sugar Grove, Kane County, Illinois

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE SUGAR GROVE TOWNSHIP, THE SUGAR GROVE PARK DISTRICT,  
THE VILLAGE OF SUGAR GROVE, THE SUGAR GROVE TOWNSHIP  
COMMUNITY BUILDING, AND THE SUGAR GROVE  
FIRE PROTECTION DISTRICT**

**FOR A SEASONAL OUTDOOR ICE-SKATING FACILITY**

This Agreement (“**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_ 2022, by and between the SUGAR GROVE TOWNSHIP, a local governmental entity of the State of Illinois (“**Township**”), the SUGAR GROVE PARK DISTRICT, a local governmental entity of the State of Illinois, (“**Park District**”), the VILLAGE OF SUGAR GROVE, a municipal corporation of the State of Illinois (“**Village**”), the SUGAR GROVE TOWNSHIP COMMUNITY BUILDING, a local governmental entity of the State of Illinois (“**Community Building**”), and the SUGAR GROVE FIRE PROTECTION DISTRICT, a local governmental entity of the State of Illinois (“**Fire District**”). The Township, Park District, Village, Community Building, and Fire District are collectively referred to as the “**Parties**” and each individually as a “**Party**”.

**RECITALS**

**WHEREAS**, the Township, Park District, Village, Community Building, and Fire District are committed to collaborating on ways to provide recreational opportunities in the community and have researched ice rinks and developed a site plan to provide these amenities and activities in Sugar Grove for the benefit of Sugar Grove residents and businesses; and

**WHEREAS**, the Parties have determined that it is in their mutual best interests to maintain a Seasonal Outdoor Ice-Skating Facility as depicted in Exhibit A (“**Ice-Skating Facility**”); and

**WHEREAS**, the Parties have determined that it is necessary and advantageous to establish each Parties’ respective responsibilities for maintenance of the Ice-Skating Facility.

**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**, 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 Community Building, by virtue of its powers as set forth in the Illinois Township Code 60 ILCS 1/150-60 is authorized to enter into this Agreement; and

**WHEREAS**, the Fire District, by virtue of its powers as set forth in the Illinois Fire Protection District Act 70 ILCS 705/1 is authorized to enter into this Agreement; and

**WHEREAS**, an intergovernmental agreement is appropriate and is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 eq seq.

**NOW, THEREFORE**, in consideration of the aforementioned objectives, the Parties hereby agree to the following terms of understanding:

### **1. Recitals Incorporation**

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

### **2. Location and Hours of Operation**

The location of the Ice-Skating Facility (“**Location**”) has been identified as the Sugar Grove Township Community Building’s “Turf with Berms”/Grassy area located at 141 S. Main St., Sugar Grove, Illinois 60554 as depicted in Exhibit A. Future locations are subject to approval by all Parties.

The Ice-Skating Facility shall be open to the general public.

The Hours of Operation will be from the First week of December through the Last week of February (weather permitting) and not to exceed 8:00 a.m. through 8:00 p.m. if lighting is in working condition. If lighting is not available, the hours of operation will be 8:00 a.m. until dusk. The Location will be prepared for the Ice-Skating Facility the first week of December. The Location will be dismantled to its original state the first week of March. Set up and tear down dates are subject to weather and are likely to change.

### **3. Parameters**

The Parties have agreed to provide a recreational ice-skating activity similar to other ice-skating activities provided at other Township locations. The Community Building is responsible for providing rink lighting during operating hours after sunset (if applicable), while the Township, Village, Park District, and Fire District are responsible for providing the rink improvements. At all times, the parties intend that the Ice-Skating Facility be recognized as a recreational activity on public property as well as a free amusement and entertainment of the Community Building property. All parties recognize that this site will not be staffed on a regular basis and there are times when the rink may not be available due to snow or other maintenance issues. All parties pledge to work together to construct and manage the Ice-Skating Facility and resolve any disputes in a collaborative way with the following understandings:

- a. The responsibilities for preparing the Location for the Ice-Skating Facility are as follows:
  - All Parties will prepare the Location during the first week of December or as soon thereafter as weather permits.

- The Park District will coordinate the preparation of the Location for installation of an ice rink at the Ice-Skating Facility and will provide the labor and machinery necessary to remove fallen leaves in the Location.
- The Park District will provide the labor and machinery necessary to perform the installation of the Ice-Skating Facility, including the ice rink, floor tarp, sandbag anchorage, and portable lavatory facilities.
- The Village, at the Village's expense, will provide the water necessary to create the ice for the ice rink.
- The Fire Department, at the Fire Department's expense, will assist in delivering the water provided by the Village to the Location to create the ice for the Ice-Skating Facility.
- The Park District will remove the sandbag anchorage once the water has properly frozen into the Ice-Skating Facility.
- The Community Building will coordinate and perform the installation of lighting at the Location.

b. The responsibilities for maintaining the Ice-Skating Facility are as follows:

- The Park District will coordinate and perform inspections for the Location prior to opening the Ice-Skating facility.
- If snow accumulates, the Park District will coordinate and perform snow removal by way of shovels. Plows are not to be used. In events when snow accumulates more than 3 inches, the Township will provide a snow thrower service to remove the snow.
- The Park District will monitor the portable lavatories and call for service as needed.
- The Park District will coordinate and manage the maintenance of the Ice-Skating Facility and call for water from the Village and Fire Department as needed.
- The Village, at the Village's expense, will provide the water necessary to smooth the ice rink as needed.
- The Fire Department, at the Fire Department's expense, will assist in delivering the water provided by the Village to the Location to smooth the ice rink as needed.
- The Community Building will continue to provide lighting at the Location.
- The Park District will monitor the garbage receptacles and remove and replace trash bags as needed.

c. The responsibilities for dismantling the Ice-Skating Facility are as follows:

- All Parties will dismantle and remove fixtures, improvements, or installations of the Ice-Skating Facility at the end of the season as weather permits in a manner that does not damage the Location. The Location shall be returned to the same condition that it existed prior to the use of the Location for the Ice-Skating Facility.
- The Community Building will coordinate and perform the dismantling of lighting at the Location.

#### **4. Funding**

The Township, Village, Park District, and Community Building agree to equally share in the costs of any set up, maintenance, and/or tear down performed on the Ice-Skating Facility pursuant to this Agreement, in an amount not to exceed \$1,000.00 per party per year. The estimated budget has been set at \$4,000.00.

The Park District will manage the financial accounting of the Ice-Skating Facility. The Parties agree that the Park District can invoice all parties after the season and the rink has been dismantled and the property restored and that the obligation of each Party to pay its respective obligations will survive the termination or expiration of this Agreement.

## **5. Party Representatives**

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

TOWNSHIP:	Tom Rowe, Township Supervisor
VILLAGE:	Jen Konen, Village President
PARK DISTRICT:	Scott Nadeau, Park District Executive Director
COMMUNITY BUILDING:	Steve Kowalczyk, Community Building Board of Managers
FIRE DISTRICT:	Wayne Parson, Assistant Fire Chief

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

## **6. Term**

This Agreement shall commence on the Effective Date for a term of one (1) year and shall automatically renew upon the same terms and conditions annually, unless any Party delivers written notice to the other parties that this Agreement will not renew and such notice is delivered

## **7. Indemnification and Records**

Each Party shall defend indemnify and hold harmless the other Parties, and each of their respective officers, directors, employees, 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. This indemnification obligation shall survive the termination of this Agreement.

All Parties shall name the other Parties as additional insureds and certificate holders on their coverage documents and/or insurance policies for personal injury and property damage liability.

## **8. General Provisions**

- a. Each year, the Community Building will prepare an amendment to this Agreement ("Amendment") for the Location to be used for the Ice-Skating Facility. The Amendment

shall include the applicable terms set forth in this Agreement and a recital that the purpose of the Amendment is in fulfillment of the Parties' power and authority to provide recreational activity opportunities and free amusement and entertainment, and that the Location is in fact being used for recreational activity and free amusement and entertainment.

- b. This Agreement will continue in effect for the life of the Ice-Skating Facility or by mutual consent of all Parties and can be terminated by any Party upon 30 days notice to the other Parties. However, the funding obligation of the terminating Party shall survive such termination.
- c. Whenever the concurrence of approval of the Parties is required, such concurrence or approval shall not be unreasonably withheld, conditioned, or delayed by any Party, and all Parties agree to cooperate with each other to accomplish the terms and conditions of this Agreement.
- d. In the event of a dispute between the Parties in carrying out the terms of this Agreement, the representative noted above (or their successors) shall meet and resolve the issue.
- e. 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.
- f. This Agreement shall only be modified by written notification executed by each Party's corporate authorities.
- g. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and approved assigns.
- h. 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.
- i. Nothing in this Agreement shall be construed to constitute any Party as an agent, representative or employee of any of the other Parties hereto. Nor shall anything contained in this Agreement be construed in any manner to create any relationship between the Parties other than what is expressly specified herein, and the Parties shall not be considered partners or co-ventures for any purpose on account of this Agreement.
- j. 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  
160 S. Municipal Dr.  
Sugar Grove, IL 60554  
Attn: Jen Konen, Village President



To the TOWNSHIP:  
The Township of Sugar Grove  
PO Box 465  
54 Snow St.  
Sugar Grove, IL 60554  
Attn: Tom Rowe, Township Supervisor

To the PARK DISTRICT:  
The Sugar Grove Park District  
61 S. Main St.  
Sugar Grove, IL 60554  
Attn: Scott Nadeau, Park District Executive Director

To the COMMUNITY BUILDING:  
The Sugar Grove Township Community Building  
141 S. Main St.  
Sugar Grove, IL 60554  
Attn: Steve Kowalczyk, Community Building Board of Managers

To the FIRE DISTRICT:  
The Sugar Grove Fire Protection District  
25 Municipal Dr.  
Sugar Grove, IL 60554  
Attn: Wayne Parson, Assistant Fire Chief

**[Signature Page to Follow]**

**IN WITNESS WHEREOF**, the Parties hereto, intended to be legally bound hereby, have executed this Agreement on this date first written above.

THE SUGAR GROVE TOWNSHIP

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

THE SUGAR GROVE PARK DISTRICT

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

THE VILLAGE OF SUGAR GROVE

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

THE SUGAR GOVE TOWNSHIP COMMUNITY BUILDING

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

THE SUGAR GROVE FIRE PROTECTION DISTRICT

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

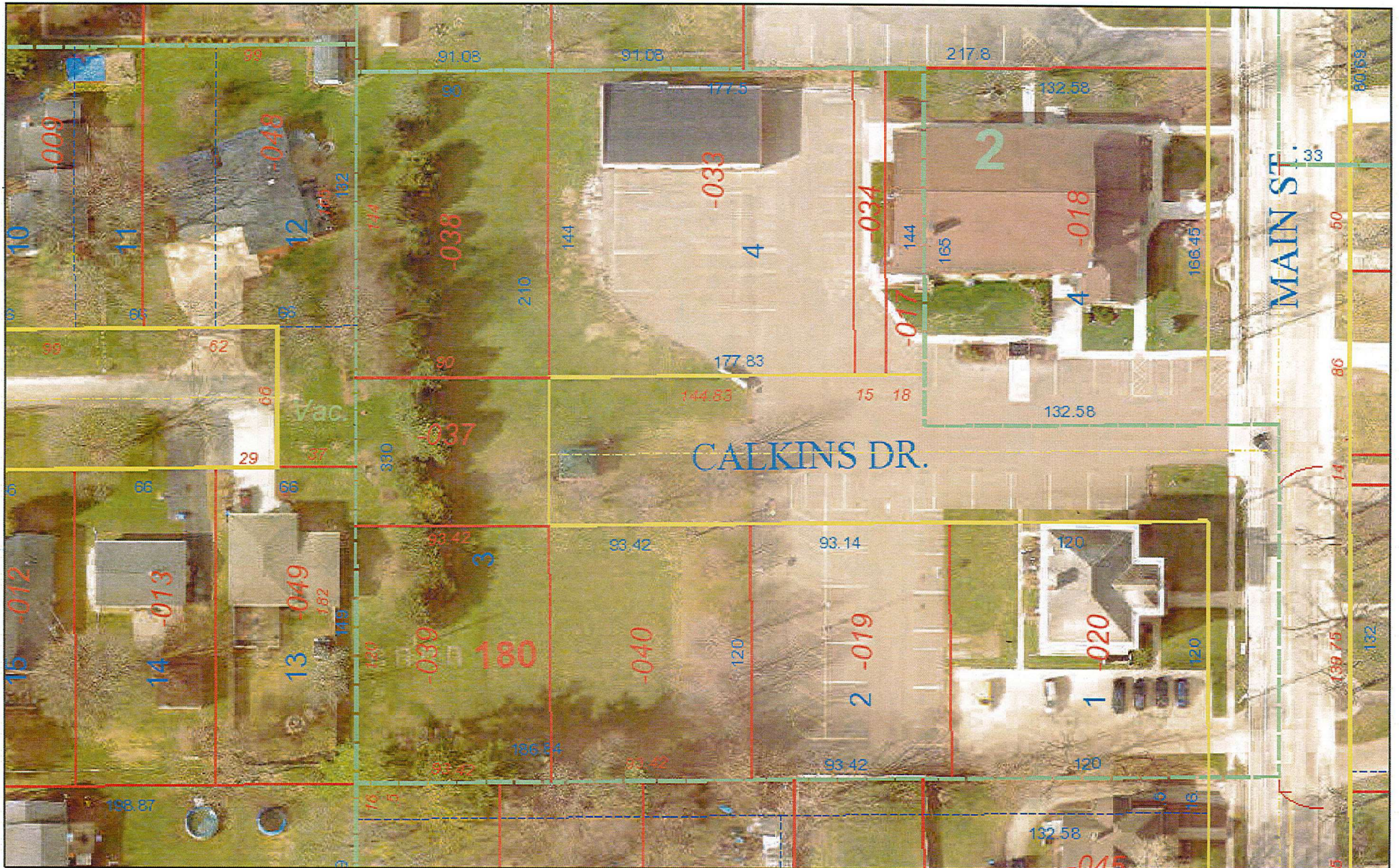
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## EXHIBIT A

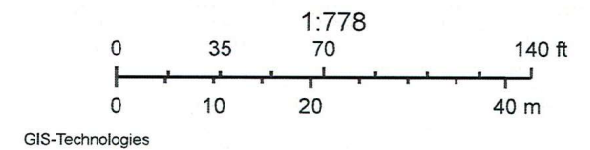
[Seasonal Outdoor Skating Facility Arial View Image]



# Snow Park Ice Rink



November 23, 2022



These layers do not represent a survey. No Accuracy is assumed for the data delineated herein, either expressed or implied by Kane County or its employees. These layers are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.

GIS-Technologies  
Kane County Illinois