
**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 TWO INTERGOVERNMENTAL AGREEMENTS WITH KANE COUNTY FOREST PRESERVE DISTRICT, SUGAR GROVE PARK DISTRICT, SUGAR GROVE TOWNSHIP FOR THE BLACKBERRY CREEK PEDESTRIAN/BIKE BRIDGE PROJECT CONSTRUCTION AND MAINTENANCE

AGENDA: DECEMBER 20, 2022 REGULAR BOARD MEETING

DATE: DECEMBER 16, 2022

ISSUE

Approval of Two (2) Intergovernmental Agreements (IGAs) with Kane County Forest Preserve District, SG Park District, SG Township for the Blackberry Creek pedestrian/bike bridge project construction and maintenance.

DISCUSSION

This project was last discussed at the October 18, 2022 Board Meeting. There are two IGAs that are needed for this project. These IGAs supersede the previous IGA with updated language. One IGA covers the construction of the Pedestrian/Bike Bridge Project and one IGA covers the maintenance of the project after it is constructed. The Village is the lead on the construction of this project and administration of the Illinois Transportation Enhancement Program (ITEP) Grant. The Sugar Grove Park District is the lead on the maintenance. The IGAs spell out each agency's anticipated costs and are attached for review.

The cost share for construction is:

- A. Engineer estimated project costs, including contingency, total \$1,000,000, as detailed on Exhibit B, attached.
- B. The local match requirement for the grant is 20% or \$200,000 and shall be shared equally by the parties hereto, with each party bearing \$50,000 of cash contributions, payable to the VILLAGE on or after July 1, 2023.

The cost share for maintenance is:

- 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 per party per calendar year.
- B. Each Party shall deposit \$2,000 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.

COST

The estimated costs for Attorney review of the IGAs is \$1,000. Account # 35-53-6301 Streets Capital Projects Legal Services has \$2,000 included for this project. The other dollar amounts for construction and maintenance will be included in future budgets as the bridge and path are constructed. The estimated Total Cost for Phase II Engineering, Phase III Engineering and Construction is \$1,000,000. The ITEP Grant is an 80/20 split. The four way split with our partners is approximately \$50,000 each. The Village has already transferred its portion of the \$50,000 to the Capitol Fund.

RECOMMENDATION

The Village Board approves Resolution #20221206PW1 Authorizing Execution of an Intergovernmental Agreement with Kane County Forest Preservice District, Sugar Grove Park District, and Sugar Grove Township for the Blackberry Creek Pedestrian/Bike Bridge Project Construction; and

The Village Board approves Resolution #20221206PW2 Authorizing Execution of an Intergovernmental Agreement with Sugar Grove Park District, and Sugar Grove Township for the Blackberry Creek Pedestrian/Bike Bridge Project Maintenance.



RESOLUTION NO. 20221220PW1

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

**RESOLUTION AUTHORIZING EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT WITH KANE COUNTY FOREST
PRESERVE DISTRICT, SUGAR GROVE PARK DISTRICT, SUGAR GROVE
TOWNSHIP FOR THE BLACKBERRY CREEK PEDESTRIAN/BIKE
BRIDGE PROJECT CONSTRUCTION.**

WHEREAS, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to execute an Intergovernmental (IGA) with the Kane County Forest Preserve District, Sugar Grove Park District, Sugar Grove Township for the Blackberry Creek Pedestrian/Bike Bridge Project Construction, 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 Kane County Forest Preserve District, Sugar Grove Park District, Sugar Grove Township and the Village of Sugar Grove for Blackberry Creek Pedestrian/Bike Bridge Project Construction, 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 20th day of December, 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 PROJECT AND EASEMENT AGREEMENT BETWEEN
FOREST PRESERVE DISTRICT OF KANE COUNTY
VILLAGE OF SUGAR GROVE
SUGAR GROVE PARK DISTRICT
AND
SUGAR GROVE TOWNSHIP

THIS PROJECT and EASEMENT AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2022, by and between the FOREST PRESERVE DISTRICT OF KANE COUNTY, an Illinois forest preserve district (hereinafter referred to as the “DISTRICT”), the VILLAGE OF SUGAR GROVE, an Illinois municipal corporation (hereinafter referred to as the “VILLAGE”), the Sugar Grove Park District, an Illinois park district (“PARK DISTRICT”) and the Sugar Grove Township, an Illinois township (“TOWNSHIP”) as may be collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, each of the Parties are a body corporate and politic organized and existing under the laws of the State of Illinois; and,

WHEREAS, the DISTRICT by virtue of its powers as set forth in the Downstate Forest Preserve District Act, 70 ILCS 805/*et seq.* 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/ *et seq.* is authorized to enter into this Agreements; and

WHEREAS, the PARK DISTRICT by virtue of its powers as set forth in the Illinois Park District Code, 70 ILCS 1205/ *et seq.*, 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/*et seq.*, is authorized to enter into this Agreement and is a Party hereto relative to participating in the funding and any cost adjustment decisions that may arise under Section 13 hereof; and

WHEREAS, the VILLAGE and the PARK DISTRICT have determined that the construction of a bicycle/pedestrian path and a bridge connection on a portion of certain lands currently owned by the DISTRICT, commonly known as the “Bliss Woods Forest Preserve and Virgil Gilman Trail,” would be useful for local residents located in the County of Kane; and

WHEREAS, the VILLAGE and PARK DISTRICT have further determined that the construction of a bicycle/pedestrian path and a bridge connection would further advance

the VILLAGE's proposed pedestrian system, as depicted on Exhibit "A" (the "Conceptual Design") prepared by Engineering Enterprises Inc., dated December 2016 and hereto attached; and

WHEREAS, the VILLAGE has been awarded a grant from the Illinois Department of Transportation ("IDOT") toward the funding of the construction of the bicycle/pedestrian path and bridge connection; and,

WHEREAS, the PARK DISTRICT has agreed to maintain the bicycle/pedestrian path and bridge connection in perpetuity after the installation of said improvements is complete; and,

WHEREAS, in light of the foregoing, the Parties agree that the bicycle/pedestrian path and bridge connection should move forward with final engineering and construction of the same; and,

WHEREAS, the DISTRICT has agreed to grant an easement for the VILLAGE and PARK DISTRICT'S use of DISTRICT property, as depicted and described in the Plat of Easements prepared by Engineering Enterprises, Inc., dated _____, attached hereto as Exhibit "B" and made part hereof ("Plat of Easements"); and

WHEREAS, Illinois Compiled Statutes, Chapter 5, Section 220/1 et seq., and Article VII, Section 10 of the Constitution of the State of Illinois, 1970, authorize units of local government to enter into agreements for cooperative use of land and property of each such entity.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DISTRICT grants to the VILLAGE and the PARK DISTRICT a permanent and temporary easement ("Permanent and Temporary Easements") being a right in, over, and under the Permanent and Temporary Easement for the purposes of construction, maintaining and using the Permanent and Temporary Easements for locating and installing a pedestrian trail/bicycle path and bridge connection ("Improvements") to the Virgil Gilman Trail within the Bliss Woods Forest Preserve, as more specifically depicted on the Plat of Easements, and further subject to the following terms and conditions:

1. Subject to the restrictions and express requirements herein set forth, the DISTRICT hereby grants to the VILLAGE and the PARK DISTRICT, the Permanent and Temporary Easements, including the perpetual land use to construct and maintain a pedestrian trail/bicycle path and bridge connection located at the southeastern-boundary of the District's property, all as more particularly depicted on the Conceptual Design and Plat of Easements. In exchange for the foregoing, the VILLAGE agrees to fund and coordinate the

construction of the Improvements and the PARK DISTRICT agrees to undertake the maintenance of the Improvements in accordance with all reasonable and applicable best practices.

2. This Agreement shall commence upon execution hereof by all Parties and shall continue in perpetuity.
3. This Agreement is not alienable or assignable.
4. The VILLAGE shall submit final detail plans for the Improvements ("Detail Plans") to the PARK DISTRICT and the DISTRICT for their review and approval to include, but not limited to, trail and bridge construction, drainage, grading, restoration or landscaping specifications. The PARK DISTRICT and the DISTRICT shall promptly review the Detail Plans and within ten (10) business days after receipt of receiving such Detail Plans shall notify the VILLAGE in writing of any objections to the Detail Plans, which objections shall be limited to objections that the Detail Plans are inconsistent in any material respect with the Conceptual Design or sound engineering policies or practices. If the VILLAGE does not receive any comments within the above-specified ten (10) day period, the Detail Plans shall be deemed approved.
5. In exchange for the rights granted in Paragraph 1, the PARK DISTRICT agrees to the following undertakings:
 - a. To inspect and maintain the Improvements described above and sub-surface drainage systems in accordance with all reasonable and applicable best practices;
 - b. To mow the open grass areas along both sides of the pedestrian trail and bike path for its entire distance across the Permanent Easement area;
 - c. To maintain the trail and connections from off-site to the pedestrian trail/bicycle path at both the northern and southern boundaries of the Permanent Easement area in accordance with reasonable and applicable standards; and
 - d. To maintain the bridge structure and abutments in accordance with reasonable and applicable standards; and
 - e. To trim, cut down, and clear away any and all trees and brush on the Permanent Easement or overhanging that, in the opinion of the PARK DISTRICT, may interfere with the use and operation of the Improvements.
 - f. To name the DISTRICT as a certificate holder and additional insured for the Improvements on VILLAGE's and the PARK DISTRICT'S general liability insurance policy(ies) relative to same.

6. No non-express written waiver resulting in a breach, or series of breaches, by either Party of this Intergovernmental Easement Agreement, shall constitute a waiver of any subsequent breach or waiver of the terms of this Agreement.
7. If either Party institutes any action at law or in equity against any other Party to secure or protect its rights under, or to enforce the terms of this Agreement, in addition to any judgment entered in its favor, the prevailing Party shall be entitled to recover such reasonable attorneys' fees as may be allowed by the court, together with court costs and reasonable expenses of litigation.
8. If the DISTRICT shall be subject to any claim, demand or penalty or become a party to any suit or other judicial or administrative proceeding by reason of any claimed act or omission by VILLAGE and the PARK DISTRICT, its employees or agents, or by reason of any act occurring on the Permanent Easement area, VILLAGE and the PARK DISTRICT shall indemnify and hold the DISTRICT harmless against all judgments, settlements, penalties and expenses, including reasonable attorneys' fees, court costs and other expenses of litigation or administrative proceeding, incurred by or imposed on the DISTRICT in connection with the investigation or defense relating to such claim or litigation or administrative proceeding and at the election of the DISTRICT, VILLAGE and the PARK DISTRICT shall also directly defend DISTRICT against same.
9. The VILLAGE and the PARK DISTRICT shall have no authority, express or implied, to act as agent of the DISTRICT for any purpose. The VILLAGE and the PARK DISTRICT shall remain solely responsible for all obligations and liabilities of, and for all loss or damage to the Improvements, any personal equipment or fixtures connected therewith, and for all claims or demands based on damage or destruction of property or based on injury, illness, or death of any person or persons, directly or indirectly, resulting from the use of the Easement Area.

To the extent that any of the above-cited obligations may conflict with the Intergovernmental Agreement Between the Village of Sugar Grove, the Sugar Grove Township, and the Sugar Grove Park District, entered into on _____, 2022, that agreement shall govern.

10. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be recorded by either Party.
11. Notices. All notices herein required shall be in writing and shall be served on the Parties at the following addresses:

To DISTRICT: Monica Meyers, Executive Director
Forest Preserve District of Kane County
1996 South Kirk Road, Suite 320
Geneva, Illinois 60134

Kinnally, Flaherty, Krentz, Loran, Hodge & Masur, P.C.
2114 Deerpath Road
Aurora, Illinois 60506
p-630/907-0909
f-630/907-1289

To VILLAGE: Village Administrator
Village of Sugar Grove
10 S. Municipal Drive
Sugar Grove, IL 60554

To the PARK DISTRICT: Scott Nadeau, Executive Director
Sugar Grove Park District
61 Main Street
Sugar Grove, Illinois 60554

To the TOWNSHIP: Tom Rowe, Supervisor of Sugar Grove Township
P.O. Box 465
54 Snow Street
Sugar Grove, IL 60554

The mailing of a notice by registered or certified mail, return receipt requested, by personal delivery, express over-night delivery, email or by telecopier transmittal (fax) to the party or its attorney shall be sufficient service. Notices shall be deemed served when received if delivered by hand or telecopier or express over-night delivery, or email, and ten (10) days after the date mailed, if mailed as described above.

12. Responsibility for Professional Services. The VILLAGE shall be the lead in coordinating final engineering and process elements through IDOT, including but not limited to, engineering, bidding, construction oversight, and grant management, including making necessary submissions required by the grant. Engineer estimated project costs, including contingency, total \$1,000,000.00, as detailed on Exhibit B, attached hereto and made a part hereof by reference. The local match requirement for the grant is 20% or \$200,000.00, and shall be shared equally by the Parties hereto, with each Party bearing a \$50,000.00 cash contribution, payable to the VILLAGE, on or after July 1, 2023; the VILLAGE shall pay its portion (along with the contributions of the other Parties) to the Engineer and to IDOT in accordance with the IDOT grant requirements.

13. Cost Adjustments. Should additional adjustments under Exhibit A be required that would cause the final amount due under Exhibit A to exceed \$1,000,000.00, then before the additional adjustments and expenses are approved by the VILLAGE, the VILLAGE shall notify all other Parties and obtain written consent for said additional adjustments and expenses. For purposes of efficiency, the Parties agree that the following representatives may approve of additional expenses for their respective body up to the amount of \$5,000.00 each:

Village:	Village Administrator
Forest Preserve District:	Monica Meyers, Executive Director
Township:	Tom Rowe, Supervisor
Park District:	Scott Nadeau, Executive Director

Notwithstanding the foregoing, cumulative additional amounts in excess of \$20,000.00 in total for the Improvements must be approved by the Corporate Authorities or respective boards of each of the parties. The above-listed representatives who are acting as the contact for each party may be changed by the entity from time to time by written notice to the others. While acting hereunder as a representative of a party, each representative agrees to make himself or herself readily available to the other parties.

IN WITNESS WHEREOF, each of the parties has caused this License Agreement to be executed by its duly authorized representative as of the day and year first above written.

FOREST PRESERVE DISTRICT
OF KANE COUNTY

VILLAGE OF SUGAR GROVE

By: _____
Christopher Kious, President

By: _____
Jennifer Konen, President

Attest:

Attest:

By: _____
Myrna Molina, Secretary

By: _____
Alison Murphy, Village Clerk

SUGAR GROVE PARK DISTRICT

SUGAR GROVE TOWNSHIP

By: _____
Dawn Eby, President

By: _____
Tom Rowe, Supervisor

Attest: _____

Attest: _____


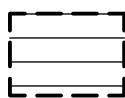
EXHIBIT A

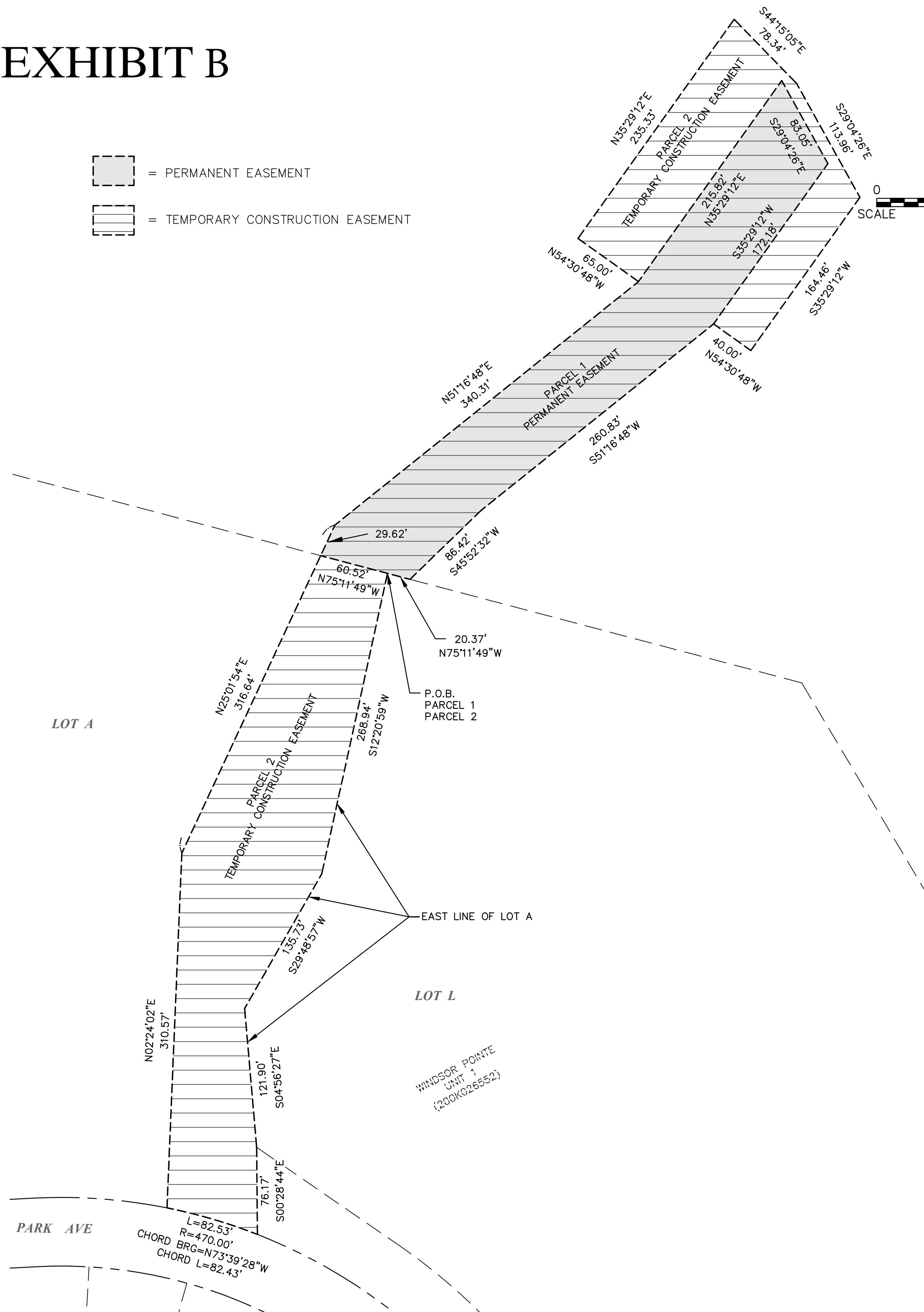
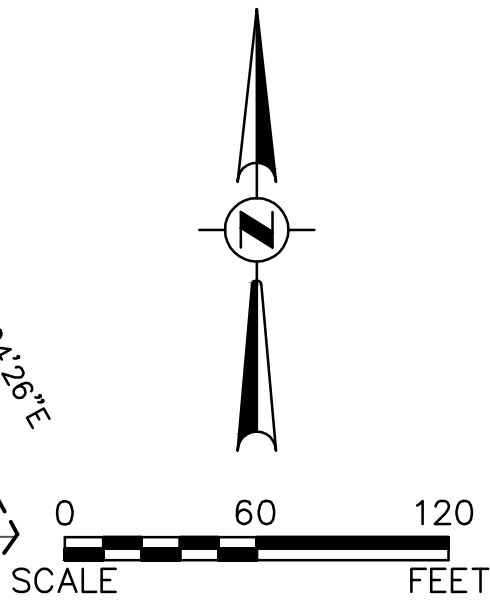
Conceptual Design

EXHIBIT "B"

Plat of Easements

EXHIBIT B

 = PERMANENT EASEMENT
 = TEMPORARY CONSTRUCTION EASEMENT



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

BLACKBERRY CREEK BRIDGE & SHARED-USE PATH

DATE: OCTOBER 27, 2022
PROJECT NO. SG1724
FILE NO SG1724 IGA EXHIBIT



RESOLUTION NO. 20221220PW2

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

**RESOLUTION AUTHORIZING EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT 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 Intergovernmental Agreement (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 20th day of December, 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 are collectively Tenants under the terms of a lease with the Kane County Forest Preserve District for use of the land on which the Bridge/Path is to be located for recreational purposes; and

WHEREAS, it is the intention of the Parties that the Bridge/Path be part of a trail network as "trails" are defined in Illinois law for tort immunity purposes; 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 arranging for and coordinating all required inspections and maintenance activities ("Maintenance") for the Bridge/Path on behalf the Parties. The Park District shall cause the the Bridge/Path to be maintained 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 obligations concerning Maintenance do not include capital replacement of the Bridge/Path, whether due to life cycle, fire, flood or any other hazard.

The Park District's Maintenance obligations under this Agreement shall generally include arranging for the services, labor and materials necessary to accomplish the following:

1. Preparation of an annual budget for Maintenance Activities and submission to the other Parties.
2. Inspection of the Bridge/Path as required by law;
3. Maintenance of the Bridge/Path described above (including any sub-surface drainage systems) in accordance with all reasonable and applicable best practices;
4. Mowing the open grass areas along both sides of the bike path for its entire distance across the property;
5. Maintaining the trail and connections from off-site to the bicycle path at both the northern and southern boundaries in accordance with the Park District's reasonable and ordinary standards for such trails and connections; and
6. Maintaining the bridge structure and abutments in accordance with reasonable and applicable standards; and
7. Trimming and removal of any and all trees and brush that, in the opinion of the Sugar Grove Park District, may interfere with the use and operation of the bike trail and bridge area.

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 \$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.
- D. Capital replacement costs shall be borne equally by all of the Parties.

III. PARTY REPRESENTATIVES

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

VILLAGE: 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.

All 3 Parties shall name the other Parties and the Kane County Forest Preserve District as additional insureds and certificate holders on their coverage documents/insurance policies for personal injury and property damage liability.

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.

VILLAGE OF SUGAR GROVE

By: _____

Attest: _____

Date: _____

SUGAR GROVE TOWNSHIP

By: _____

Attest: _____

Date: _____

SUGAR GROVE PARK DISTRICT

By: _____

Attest: _____

Date: _____

EXHIBIT A

