
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: ALISON MURPHY, ASSISTANT TO THE VILLAGE ADMINISTRATOR/
VILLAGE CLERK
SUBJECT: RESOLUTION: ADOPTING INSURANCE GUIDELINES AND
ORDINANCE: AMENDING VARIOUS SECTIONS OF THE VILLAGE
CODE REGARDING INSURANCE REQUIREMENTS
AGENDA: MARCH 7, 2023 REGULAR BOARD MEETING
DATE: FEBRUARY 27, 2023

ISSUE

Should the Village Board approve a resolution adopting insurance guidelines and an ordinance amending various sections of the Village Code regarding insurance requirements.

DISCUSSION

The Village requires that individuals or entities that are engaged in certain businesses, occupations and activities within the Village carry insurance and indemnify the Village as establish in the Village Code such as liquor licenses, towing, etc. As one of the FY2023 Village Initiatives, a review of the Village insurance guidelines was conducted with the Village Attorney and the Intergovernmental Risk Management Agency (IRMA).

In order to implement best industry practices as recommended by IRMA, it is necessary to amend the current Village insurance requirements through a resolution to adopt General Insurance Guidelines and an ordinance to amend various sections of the Village Code.

When these insurance requirements are adopted, the Village will then be able to send all certificates of insurance received to IRMA for their review to ensure all insurance requirements are met.

COST

Attorney costs to research the issue were approximately \$1,000.

RECOMMENDATION

That the Village Board approve a resolution Adopting Insurance Guidelines for the Village and an ordinance Amending Various Sections of Title 3 "Business And License Regulations", Title 5 "Police Regulations", Title 7 "Public Ways And Property", Title 9 "Building Regulations", and Title 12 "Subdivision Regulations" of the Village Code regarding insurance requirements



RESOLUTION NO. 20230307A

**A RESOLUTION ADOPTING INSURANCE GUIDELINES
FOR THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS**

WHEREAS, the Village of Sugar Grove (“**Village**”), acting through its Village President and Board of Trustees, is an Illinois Municipal Corporation organized and existing pursuant to the Illinois Municipal Code; and,

WHEREAS, the Village requires that individuals or other entities that are engaged in certain businesses, occupations, and activities (collectively, the “**Activities**”) carry insurance and indemnify the Village for the Activities as needed as set forth in the Code of Ordinances for the Village of Sugar Grove (“*Village Code*”); and,

WHEREAS, it is necessary to adopt a set of guidelines (“**Guidelines**”), attached hereto and incorporated herein as **Exhibit A**, for the insurance requirements for the Activities in accordance with the recommendations from the Intergovernmental Risk Management Agency (“**IRMA**”) and in order to implement best industry practices for insurance policies which are required by the Village for the Activities; and,

WHEREAS, the President and Board of Trustees of the Village of Sugar Grove have determined that it is in the best interests of the Village and its residents to adopt the Guidelines; and,

NOW, THEREFORE, BE IT RESOLVED, by the Corporate Authorities of the Village of Sugar Grove, Kane County, Illinois, as follows:

SECTION ONE:

The foregoing recitals are hereby incorporated herein as findings of the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois.

SECTION TWO:

The Guidelines attached hereto and incorporated herein as **Exhibit A** are hereby approved and the President and the Clerk of the Village of Sugar Grove be, and they are hereby, authorized

to take all actions necessary to implement and publicize the Guidelines, including amending permit applications and other documents as necessary.

SECTION THREE:

This Resolution shall be in full force and effect from and after its passage in the manner provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 7th day of March, 2023.

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

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

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

EXHIBIT A
GUIDELINES



VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS *GENERAL INSURANCE GUIDELINES*

i. FOREWORD

The Village of Sugar Grove, Kane County, Illinois (“**Village**”) has adopted the following insurance guidelines and requirements (“**Guidelines**”) for certain contractors, businesses, and activities within the Village. These Guidelines supplement the insurance and indemnification requirements set forth in the Sugar Grove Village Code, and are not intended to supplant the Village Code or state and federal law. Where these Guidelines conflict with the Village Code or applicable law or ordinance, the Village Code or applicable law shall supersede these Guidelines. Where these Guidelines, the Sugar Grove Village Code or state or federal law require varying amounts of insurance, the highest insurance limit shall be applicable.

ii. DEFINITIONS

- a. **Bidder** shall mean any individual, contractor, or entity that responds to bid package or request for proposals published by the Village
- b. **Business** shall mean and include any activity which is conducted for profit, but for the purposes of these Guidelines, shall also include any operations of any not-for-profit entity for which insurance is required for its operations.
- c. **Insured** shall mean any contractor, utility provider, service provider, business owner, operator, or tenant, or not-for-profit entity that is required to carry insurance and/or indemnify the Village for its business-related activities or other activities as mandated by the Village Code or state and/or federal law.
- d. **Village** shall mean the Village of Sugar Grove, Kane County, Illinois.

I. INSURANCE REQUIREMENTS

The Insured shall procure and maintain, for the duration of the contract or its operations as applicable, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work or the operation of its business activities by the Insured, his agents, representatives, employees or subcontractors.

II. MINIMUM SCOPE OF INSURANCE

Where the Insured is required to name the Village as an additional insured, coverage shall be at least as broad as:

- A. Insurance Services Office (“**ISO**”) Commercial General Liability occurrence form

CG 0001 with the Village named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: Additional Insured Endorsements CG 20 10 – Additional Insured: Owners, Lessees or Contractors - Scheduled Person or Organization (Exhibit A) or CG 20 26 Additional Insured – Designated Person or Organization (Exhibit B) and CG 20 01 (Exhibit C) – Primary and Non-Contributory, and CG 20 37 - Completed Operations – (Exhibit D) if required by the Village for certain work and/or projects.

- B. Owners and Contractors Protective Liability (“OCP”) Policy with the Village as insured. The Village reserves the right to require this type of coverage for certain work/ projects with the Village.
- C. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- D. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance. The Village reserves the right to require coverage for employee exposure to lead.
- E. The Village reserves the right to require Builder Risk Property Coverage with the Village as loss payee for certain work and/or projects.
- F. The Village reserves the right to require Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and provide coverage for incidents occurring during transportation of pollutants.
- G. The Village reserves the right to require Cyber Liability/Response Coverage to respond to the duties and obligations as is undertaken by Contractor/Service Provider shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

III. MINIMUM LIMITS OF INSURANCE

Contractor/Service Provider shall maintain limits no less than the following. **(if required under above Scope of Insurance)**.

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000. Any Insured that is required to provide a Commercial General Liability policy pursuant to Section 7-5-8 or Section 12-4-5-4 of the Village Code shall provide a minimum general liability of \$5,000,000.00 per occurrence.

- B. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident. Any Insured that is required to provide such a policy pursuant to Section 7-5-8 of the Village Code shall provide a minimum Workers' Compensation and Employer's Liability policy of a minimum of \$1,000,000 per occurrence.
- E. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- F. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.
- G. Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence and breach response services of not less than \$250,000.
- H. The minimum limits set forth in this Section are not exhaustive and the Village reserves the right to require any other form of insurance that may be applicable to any specific work or project.

IV. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, employees, agents and volunteers; or the Insured shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

V. OTHER INSURANCE PROVISIONS

If so required by contract, the Village Code, ordinance, or applicable law, insurance policies which are required to name the Village as an additional insured shall contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

1. The Village, its officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of the Insured's work or activities, including activities performed by or on behalf of the Insured; products and completed operations of the Insured; premises owned, leased or used by the Insured; or automobiles owned, leased, hired or borrowed by the Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
2. The Insured's insurance coverage shall be primary and non-contributory as respects the Village, its officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village, its officials, employees,

agents and volunteers shall be excess of the Insured's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, employees, agents and volunteers.
4. The Insured's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Insured's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form" or provide the same coverage and the underlying policy, then the Insured shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds.
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The Insured and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*.

B. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officials, employees, agents and volunteers for losses arising from work performed by Insured for the municipality, if applicable.

The Village may require an NCCI Alternate Employer Endorsement (WC 000301) in place to ensure that workers' compensation coverage applies under contractor's coverage rather than the Village's, if the Village is borrowing, leasing or in day to day control of the Insured's employee.

C. Professional Liability

1. The Village, in its sole discretion, may require any or all of the following:
 - i. Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
 - ii. Provide a certified copy of actual policy for review.

2. **Required Coverage for Professionals Contracting with the Village (architect, engineer, surveyor, consultant):** Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
 - i. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 - ii. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them if that is the primary cause of injury or damage.

D. All Coverages

1. No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of these Guidelines, the Village Code, or applicable law by any act or omission, including, but not limited to:
 - i. Allowing work or business activities by Insured or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements, set forth in substantially the same form as **Exhibit E**.
 - ii. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
2. Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient, if so required for the project, business, or activity. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

VI. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A.M. Best rating of no less than A-, VII and licensed to do business in the State of Illinois.

VII. VERIFICATION OF COVERAGE

The Insured shall furnish the Village with certificates of insurance naming the Village, its officials, employees, agents and volunteers as additional insureds, and with original endorsements affecting coverage if so required by contract, ordinance, or applicable law. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work or activities commence. The following additional insured endorsements should be utilized: ISO Additional Insured Endorsements CG 20 10 – Additional Insured: Owners, Lessees or Contractors - Scheduled Person or Organization (Exhibit A) or CG 20 26 Additional Insured – Designated Person or Organization (Exhibit B) and CG 20 01 (Exhibit C) – Primary and Non-Contributory, and CG 20 37 (Exhibit D) – Completed Operations, where required. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

VIII. SUBCONTRACTORS

If required by contract, ordinance, or applicable law, the Insured shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

IX. ASSUMPTION OF LIABILITY

The Insured shall assume liability for all injury to or death of any person or persons including employees of the Insured, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed via contract with the Village.

X. INDEMNITY/HOLD HARMLESS PROVISION:

The following shall apply to any Insured that is contracted to perform work for or on behalf of the Village or if so required by the Village Code.

To the fullest extent permitted by law, the Insured shall agree to defend, indemnify and hold harmless the Village, its officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Insured, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its employees or agents, the Insured shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, employees and agents, in any such action, the Contractor/Service Provider shall, at its own expense, satisfy and discharge the same.

The Insured expressly understands and agrees that any performance bond or insurance policies required by applicable contract, or otherwise provided by the Insured, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, employees and agents as herein provided.

The Insured further agrees that to the extent that money is due the Insured by virtue of an applicable contract as shall be considered necessary in the judgment of the Village, may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

XI. SAFETY/LOSS PREVENTION

The following sections shall be incorporated either directly or by reference for all bid packets and requests for proposals issued by the Village. Compliance with these provisions shall be confirmed prior to initiation of contract work with the winning bidder:

Safety/Loss Prevention Program Requirements

- Successful bidder will provide written confirmation that a safety/loss prevention

program was in place at least 90 days prior to submitting the bid proposal.

- Evidence of completed employee safety training can be provided.

Regulatory Requirements

- Successful bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.
- Evidence of specific regulatory compliance will be provided by bidder, if required by owner.

EXHIBIT A

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

EXHIBIT B

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
SAMPLE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT C

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SAMPLE

EXHIBIT D

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
SAMPLE	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



**VILLAGE OF SUGAR GROVE
KANE COUNTY, ILLINOIS**

ORDINANCE NO. 20230307A

**An Ordinance Amending Various Sections of Title 3 “Business and License Regulations”,
Title 5 “Police Regulations”, Title 7 “Public Ways and Property”,
Title 9 “Building Regulations”, And Title 12 “Subdivision Regulations”
of the Code of Ordinances for the Village of Sugar Grove
Regarding Insurance Requirements**

WHEREAS, the Village of Sugar Grove (“**Village**”) is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution, and accordingly, seeks to act pursuant to the powers granted to it under 65 ILCS 5/1-1 *et seq.*; and,

WHEREAS, the Village requires that individuals or other entities that are engaged in certain businesses, occupations, and activities (collectively, the “**Activities**”) carry insurance and indemnify the Village for the Activities as needed as set forth in the Code of Ordinances for the Village of Sugar Grove (“**Village Code**”); and,

WHEREAS, it is necessary to amend the insurance requirements for the Activities from time to time in accordance with the recommendations from the Intergovernmental Risk Management Agency (“**IRMA**”) to implement best industry practices; and,

WHEREAS, the President and Board of Trustees of the Village of Sugar Grove have determined that it is in the best interests of the Village and its residents to amend various provisions of the Sugar Grove Village Code to align with IRMA’s recommendations regarding insurance requirements for the Activities; and,

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

SECTION ONE: Title 3 “Business and License Regulations”, Chapter 2 “Liquor Control”, Section 3-2-8 of the Sugar Grove Village Code is hereby amended as follows:

3-2-8: INSURANCE REQUIREMENTS:

No license shall be issued hereunder unless the applicant shall file with the application a certificate by an insurance company authorized to do business in the state, certifying that the applicant has in force and effect the insurance required by statute and any applicable portion of the Village’s

general insurance guidelines, as adopted by resolution of the Village Board and amended from time to time. The evidence of the insurance policy shall indicate that the term of the insurance is of sufficient length to encompass the period of the license sought and shall specifically designate the village of Sugar Grove as additional insured.

SECTION TWO: Title 3 “Business and License Regulations”, Chapter 5 “Garbage Collectors”, Section 3-5-5 of the Sugar Grove Village Code is hereby amended as follows:

3-5-5: INSURANCE:

The licensee shall provide as follows:

- A. Workers' Compensation Insurance: Workers' compensation coverage in an insurance company covering all liability under the workers' compensation statutes of the State.
- B. Automobile Liability Insurance: Automobile liability insurance under a comprehensive form to insure the entire automobile liability for his operations with a combined single limit of ~~five hundred thousand (\$500,000.00)~~ one million dollars (\$1,000,000.00) for property damage and personal injuries for each accident. (Ord. 157, 9-4-1973)
- C. Additional Requirements: The licensee shall comply with any applicable portions of the Village’s general insurance guidelines as set by resolution by the board of trustees of the village, as may be amended from time to time.

SECTION THREE: Title 3 “Business and License Regulations”, Chapter 6 “Contractor Registration”, Section 3-6-4 of the Sugar Grove Village Code is hereby amended as follows:

3-6-4: INSURANCE AND REGISTRATION TERM:

- A. Every person or entity engaged in the business described in section 3-6-1 of this chapter shall ~~submit with their registration application a certificate of insurance listing the village of Sugar Grove as certificate holder for business commercial general liability insurance~~ comply with the Village’s general insurance guidelines in amounts set from time to time as established by resolution by the board of trustees of the village, as may be amended from time to time.
- B. Every person or entity engaged in the business described in section 3-6-1 of this chapter shall submit with their registration application a license and permit surety bond, in the amount set from time to time by resolution by the board of trustees of the village, for home repair or remodeling in conformance with applicable state, county, and municipal codes of original copy.
- C. Every building contractor's registration shall expire one calendar year from registration issuance date and each such contractor shall maintain its required insurance, bond, license and registration for said full year. No such registration shall remain in effect for more than one year.

SECTION FOUR: Title 5 “Police Regulations”, Chapter 7 “Selection and Designation of Towing Services”, Section 5-7-26 of the Sugar Grove Village Code is hereby amended as follows:

5-7-26: INSURANCE:

A. Each towing firm listed on the roster shall have, in full force and effect, during the period the firm remains on the roster, public liability, property damage and fire and theft insurance coverage as follows. The village shall be listed as an additional insured on each policy. Proof of such coverage shall be a minimum eligibility requirement.

1. Comprehensive General Liability: Must include the following industry standard forms of insurance:

- a. Premises/operation coverage;
- b. Products and completed operations coverage;
- c. Blanket contractual liability;
- d. One million dollars (\$1,000,000.00) combined single limit, or one million dollars (\$1,000,000.00) bodily injury and one million dollars (\$1,000,000.00) property damage.

2. Comprehensive Auto Liability: Must include the following endorsements:

- a. All owned autos, hired car coverage, and employers' non-owned auto coverage;
- b. The policy shall not contain a radius restriction of less than fifty (50) miles;

3. Garage Keepers' Legal Liability Or Motor Truck Cargo: The towing firm shall provide coverage for the vehicles in their custody. Either a motor truck cargo policy, listing all storage lots as terminal locations or garage keepers' legal liability shall be required. The minimum amount of coverage shall be no less than one million dollars (\$1,000,000.00).

4. Workers' Compensation And Employers' Liability: Statutory limits for workers' compensation and a five hundred thousand dollar (\$500,000.00) employers' liability limit per accident.

5. In addition, the towing firm shall comply with any applicable portions of the Village's General Insurance Guidelines, as adopted by resolution of the Village Board and amended from time to time.

B. Each towing firm shall supply the village with a certificate of insurance, which indicates coverage for the above-mentioned minimum insurance requirements and carries the provision that said insurance shall not be canceled without giving the village at least thirty (30) days' notice of cancellation or material change. The certificate of insurance shall name the village as additional insured. (Ord. 2015-04-21, 4-21-2015)

SECTION FIVE: Title 7 “Public Ways and Property”, Chapter 5 “Construction of Facilities on the Rights of Way”, Section 7-5-8 of the Sugar Grove Village Code is hereby amended as follows:

7-5-8: INSURANCE:

A. Required Coverages And Limits: Unless otherwise provided by franchise, license, or similar agreement, each utility occupying right of way or constructing any facility in the right of way shall secure and maintain the following liability insurance policies insuring the utility as named insured and naming the village, and its elected and appointed officers, officials, agents, and employees as additional insureds on the policies listed in subsections A1 and A2 of this section.

1. Commercial general liability insurance, including premises- operations, explosion, collapse, and underground hazard (commonly referred to as "X", "C", and "U" coverages) and products- completed operations coverage with limits not less than:

- a. Five million dollars (\$5,000,000.00) for bodily injury or death to each person;
- b. Five million dollars (\$5,000,000.00) for property damage resulting from any one accident; and
- c. Five million dollars (\$5,000,000.00) for all other types of liability;

2. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of one million dollars (\$1,000,000.00) for personal injury and property damage for each accident;

3. Workers' compensation with statutory limits; and

4. Employer's liability insurance with limits of not less than one million dollars (\$1,000,000.00) per employee and per accident.

If the utility is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this section.

B. Excess Or Umbrella Policies: The coverages required by this section may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

C. Copies Required: The utility shall provide copies of any of the policies required by this section to the village within ten (10) days following receipt of a written request therefor from the village.

D. Maintenance And Renewal Of Required Coverages: The insurance policies required by this section shall contain the following endorsement:

It is hereby understood and agreed that this policy may not be canceled nor the intention not to

renew be stated until thirty (30) days after receipt by the Village, by registered mail or certified mail, return receipt requested, of a written notice addressed to the Village Administrator of such intent to cancel or not to renew.

Within ten (10) days after receipt by the village of said notice, and in no event later than ten (10) days prior to said cancellation, the utility shall obtain and furnish to the village evidence of replacement insurance policies meeting the requirements of this section.

E. Self-Insurance: A utility may self-insure all or a portion of the insurance coverage and limit requirements required by subsection A of this section. A utility that self-insures is not required, to the extent of such self-insurance, to comply with the requirement for the naming of additional insureds under subsection A of this section, or the requirements of subsections B, C and D of this section. A utility that elects to self-insure shall provide to the village evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limit requirements required under subsection A of this section, such as evidence that the utility is a "private self-insurer" under the workers' compensation act.

F. Effect Of Insurance And Self-Insurance On Utility's Liability: The legal liability of the utility to the village and any person for any of the matters that are the subject of the insurance policies or self-insurance required by this section shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.

G. Insurance Companies: All insurance provided pursuant to this section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with the licensee in the state of Illinois. (All insurance carriers and surplus line carriers shall be rated "A-" or better and of a class size "X" or higher by A.M. Best Company.) (Ord. 2008-03-18C, 3-18-2008)

H. In addition, the utility company shall comply with any applicable portions of the Village's General Insurance Guidelines, as adopted by resolution of the Village Board and amended from time to time.

SECTION SIX: Title 7 "Public Ways and Property", Chapter 7 "Small Wireless Facilities", Section 7-7-6 of the Sugar Grove Village Code is hereby amended as follows:

7-7-6: INSURANCE:

The wireless provider shall carry, at the wireless provider's own cost and expense, the following insurance:

A. Property insurance for its property's replacement cost against all risks;

B. Workers' compensation insurance, as required by law; or

C. Commercial general liability insurance with respect to its activities on the Village improvements or rights-of-way to afford minimum protection limits consistent with its requirements of other users of Village improvements or rights-of-way, including coverage for bodily injury and property damage. The wireless provider shall include the Village as an

additional insured on the commercial general liability policy and provide certification and documentation of inclusion of the Village in a commercial general liability policy prior to the collocation of any wireless facility. A wireless provider may self-insure all or a portion of the insurance coverage and limit requirement required by the Village. A wireless provider that self-insures is not required, to the extent of the self-insurance, to comply with the requirement for the name of additional insureds under this section. A wireless provider that elects to self-insure shall provide to the Village evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage limits required by the Village. (Ord. 2018-07-10, 7-10-2018)

D. Additional Requirements: The licensee shall comply with any applicable portions of the Village's general insurance guidelines, as adopted by resolution of the Village Board and amended from time to time.

SECTION SEVEN: Title 9 "Building Regulations", Chapter 1 "Building Codes", Section 9-1-7 of the Sugar Grove Village Code is hereby amended as follows:

9-1-9: INDEMNIFICATION OF PUBLIC:

A. Liability Insurance: Any person wishing to undertake construction, alteration or demolition of any building or structure within the village for which an application for permit is required pursuant to the village building code, adopted by the village or any person wishing to undertake any construction, alteration, demolition or other similar type work within the village limits which undertaking may reasonably expose members of the public or their property or municipal property to injury or damage, shall first, prior to the commencement of such undertaking, provide proof that there is in force and maintained by said person a valid policy of insurance against any liability that might accrue to the public or property in connection with the undertaking. Said insurance policy must conform with the Village's General Insurance Guidelines, as adopted by resolution of the Village Board.

B. Proof Of Insurance: In those instances where a permit is required prior to commencement of the undertaking, said permit shall not be issued to any applicant until proof of the above required policy of insurance has been provided.

C. Village As Additional Insured: Such policy of insurance shall include the village as an additional insured in such manner as to protect the municipality against any liability that might accrue because of injury to the public in connection with the undertaking.

D. Policy Limits: Such policy of insurance shall be in the amount ~~of five hundred thousand dollars (\$500,000.00)~~ required by the Village's General Insurance Guidelines, as adopted by resolution of the Village Board.

D. Additional Security:

1. In addition to the above and prior to the commencement of any of the undertakings above described, any person wishing to so commence any of the above undertakings shall furnish the

village with a bond or cash deposit in such an amount to be determined by the village commensurate with the project, but in no event less than \$_____to ensure that any damage to streets, sidewalks, parkways or other municipal property will be repaired and that the surface of such places will be restored to the original condition upon the completion of the undertaking. It shall be a further condition of the bond that if the undertaking is abandoned before completion, all of the material will be removed and any excavations will be refilled. The bond will be in a form provided by the village and shall be in the nature of a penal bond.

2. Any person wishing to undertake those projects above described within the village may file with the village clerk a good and sufficient bond in the penal sum of an amount to be determined by the board of trustees but not less than twenty thousand dollars (\$20,000.00) with good and sufficient sureties approved by the board of trustees and such bond shall satisfy the requirements above stated with regard to the posting of a penal bond with regard to any construction or other undertaking performed by the person within one year of the date the bond is filed; provided, however, that violation or noncompliance with any of the provisions of this code shall constitute an immediate revocation of the bond filed hereunder. (Ord. 210, 4-27-1976; amd. 1998 Code)

SECTION EIGHT: Title 12 “Subdivision Regulations”, Chapter 4 “Subdivision Plat Procedures”, Section 12-3-5-4 of the Sugar Grove Village Code is hereby amended as follows:

12-4-5-4: AGREEMENT AND PERFORMANCE GUARANTEE:

No final plat shall be recorded until the owner or subdivider has provided the following: (Ord. 604, 9-8-1994)

A. Construction Guarantee: Construction guarantee for completion of land improvements in one of the following formats, with the form, amount and provider being subject to approval of the Village Board:

1. Cash Deposit: Deposit with the Village, cash in the amount of one hundred twenty percent (120%) of the estimated cost of land improvements, including engineering, remaining to be completed and accepted.

2. Undertaking; Letter Of Credit: An undertaking by subdivider guaranteeing completion of the land improvements remaining to be completed and accepted, as secured by an irrevocable letter of credit certifying that adequate funds are and will be available at a sound and reputable financial institution authorized to do business in the State of Illinois. Such irrevocable letter of credit shall be in effect for a period of two and one-half (2^{1/2}) years with a ninety (90) day notice requirement prior to expiration as provided in section 12-10-15 of this title from the date of recording the final plat, shall run in favor of the Village and shall indicate there are sufficient funds available for one hundred twenty percent (120%) of the estimated cost of land improvements, including professional services, warranty requirements and enforcement costs and fees (including reasonable attorney's fees) for defaults of the land improvements remaining to be completed and that such funds are held for such purposes. Such undertaking and irrevocable letter of credit shall be in a form as provided in section 12-10-15 of this title.

3. Security: Other good and sufficient security as approved by the Village Attorney to guarantee the proper installation of land improvements. (Ord. 2018-12-18, 12-18-2018)

B. Maintenance Of Improvements: A statement that the subdivider will maintain the roads and other land improvements within the subdivision until accepted by the Village or appropriate highway authority.

C. Snow Plowing Agreement: Three (3) executed copies of the snow plowing agreement.

D. Insurance: An insurance policy that provides, at a minimum, with comprehensive general liability, comprehensive automobile liability, workers' compensation/occupational diseases liability, and any and all other insurance required by Illinois or other applicable law, or Village requirement, all in a form acceptable to the village authorities. Said general liability and comprehensive automobile liability insurance shall name the village, its officers, agents and employees as additional insureds for any and all claims which may arise related to the development of the subdivision. ~~Such general liability insurance policy shall have a minimum general liability of five million dollars (\$5,000,000.00) per occurrence and such comprehensive automobile liability insurance policy shall have a minimum automobile liability of five million dollars (\$5,000,000.00) per occurrence.~~ These policies shall be in the amounts set forth in the Village's General Insurance Guidelines and kept in effect and maintained at the ~~above~~ required limits until final acceptance of the subdivision by the village. (Ord. 604, 9-8-1994)

Any provision or subsection not specifically enumerated herein shall remain in full force and effect.

SECTION NINE: GENERAL PROVISIONS

REPEALER: All ordinances or portions thereof in conflict with this Ordinance are hereby repealed.

SEVERABILITY: Should any provision of this Ordinance be declared invalid by a court of competent jurisdiction; the remaining provisions will remain in full force and effect the same as if the invalid provision had not been a part of this Ordinance.

EFFECTIVE DATE: This Ordinance shall be in full force and effect on and after its approval, passage and publication in pamphlet form as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois on this 7th day of March, 2023.

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 Heidi Lendi	_____	_____	_____	_____
Trustee Michael Schomas	_____	_____	_____	_____
Trustee Sean Herron	_____	_____	_____	_____
Trustee James F. White	_____	_____	_____	_____
Trustee Matthew Bonnie	_____	_____	_____	_____
Trustee Ryan Walter	_____	_____	_____	_____
Village President Jennifer Konen	_____	_____	_____	_____

