
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: SCOTT KOEPEL, VILLAGE ADMINSTRATOR
SUBJECT: AGREEMENT WITH SUGAR GROVE CORN BOIL
AGENDA: APRIL 2, 2024 REGULAR BOARD MEETING
DATE: MARCH 27, 2024

ISSUE

Should the Board of Trustees approve an agreement between the Village and the Sugar Grove Corn Boil?

DISCUSSION

The Corn Boil is a fixture every summer in Sugar Grove that provides economic and social benefits to our residents and businesses. Staff met to discuss the services that the Village provides for the Corn Boil. After the discussion a decision was made to request the Village Attorney draft an agreement between the Village and the Corn Boil.

The agreement outlines the services the Village will provide to the Corn Boil and insurance and event requirements for the Corn Boil. The services provided by the Village are at no cost to the Corn Boil. Staff met with the Corn Boil President and Vice-President to discuss the agreement. Staff also attended the March 21 Corn Boil Committee meeting. The agreement is for one year.

COST

The estimated cost for the Village in 2023 was \$19,344.64 (this does not include the cost to collect trash at the event in our waste contract). There were also legal costs to draft and review the agreement.

RECOMMENDATION

That the Village Board approve an agreement with the Corn Boil.

AGREEMENT BETWEEN THE VILLAGE OF SUGAR GROVE AND THE SUGAR GROVE CORN BOIL, NFP

This Agreement (“**Agreement**”) is made this ____ day of _____, 2024, by and between the **VILLAGE OF SUGAR GROVE**, an Illinois municipal corporation (“**Village**”) and the **SUGAR GROVE CORN BOIL**, an Illinois not-for-profit corporation (“**SGCB**”). The Village and the SGCB are hereinafter sometimes individually referred to as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, SGCB is an Illinois not-for-profit corporation and a citizen volunteer group that exists for the sole purpose of planning, organizing, and presenting the Sugar Grove Corn Boil Festival (“**Event**”) in the Village of Sugar Grove; and,

WHEREAS, the Village finds that the Event provides economic and social benefits that advances the interests of the Village while overall promoting a sense of community; and,

WHEREAS, the Village further finds that the event promotes the Village as a desirable place to live, visit, and do business, enhances the quality of life and well-being of its residents, and advances the Village’s commitment to and pride in the community; and,

WHEREAS, significant portions of and elements associated with the event involve the use of, or the blocking of, public streets, and involves the attendance by residents and other members of the public; and

WHEREAS, in consideration for the foregoing, the Village desires to provide certain public safety and public works services for the Event; and,

WHEREAS, the Village and SGCB desire to work together to formalize the Parties’ relationship with respect thereto; and,

WHEREAS, the Parties have determined that this Agreement will result in benefits to both SGCB and the Village of Sugar Grove, its residents and the general public.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated into this Agreement, and made a part hereof, and all covenants, terms, conditions, and provisions hereinafter contained shall be interpreted and construed in accordance therewith.
2. **Term.** The Term of this Agreement shall commence on May 1, 2024 and shall terminate on April 30, 2025, unless terminated earlier as provided herein.
3. **Location.** The general location of the Event shall be in the area depicted on **Exhibit A**, attached hereto and incorporated herein by reference.

4. Event Requirements. SGCB shall submit its special event permit application to the Village no later than 45 days prior to the Event, which must meet the following specifications:

- A. The Event shall be held within the corporate limits of the Village.
- B. The Event shall be open to the public.
- C. The Event shall be held between July 1 and August 15, 2024.
- D. In addition, SGCB shall ensure that all licenses, permits, and permissions required by state or federal law or local ordinances have been obtained and are current and in good standing.

5. Village Services. The Village's undertakings with regard to the Event shall be limited in scope and shall only include the public safety and public works services expressly set forth in this Agreement. **All of the services and equipment identified hereunder are subject to availability and staffing constraints.** Nothing in this Agreement shall be construed to relinquish the Village's exclusive control over its equipment, assets, and personnel.

A. Signage.

- i. The Village agrees to advertise the Event on the community sign generally located at the intersection of Cross Street and Illinois Route 47.

B. Public Safety. The Village's Police Department agrees to provide on-duty police officers for the Event, as described herein.

- i. **Safety Plan.** SGCB shall be responsible for submitting a Public Safety Plan to the Village no later than June 1, 2024. The Public Safety Plan must be approved by the Village's Police Department no later than June 30, 2024.
- ii. **Parade Routes.** The parade route must be submitted to the Village no later than June 1, 2024. The parade route must be approved by the Chief of Police prior to the Event.
- iii. **Police Department.** The Village's Police Department agrees to provide on-duty police officers for the Event, as described herein. The Village's Police Department will appoint a Corn Boil Commander, who shall oversee the public safety components of the Event and supervise and coordinate the following:

- 1. Posting and collecting signage to designate "tow zones";
- 2. Event crowd control;

3. Traffic direction;
4. Public peace keeping;
5. Emergency services;
6. Taking reports within the Event;
7. Providing general street coverage;
8. Providing bicycle patrol.

C. Public Works. The Village's Public Works Department agrees to provide the labor and equipment necessary to secure the road closures and water services, as described herein.

- i. **Barricades.** The Village agrees to provide barricades for street and pathway closures. It is anticipated that barricades will be placed as follows (with the final locations subject to change as deemed necessary by the Village):

1. **Pedestrian Barricades (Type 2)**

- a. Blocking the entrance to the pathway to John Shields Elementary School ("School") at McCannon Street.

2. **Vehicular Barricades (Type 3)**

- a. Blocking the front (east) School parking lot at the south exit.
- b. Blocking the front (east) School parking lot at the north exit with senior and handicapped signs.
- c. Blocking the rear (west) School parking lot at the south entrance/exit.
- d. Blocking the north drive of the School at the service entrance/dumpster.
- e. Blocking the north drive of the School at the pedestrian crossing from end of the pathway between ball diamond #1 and west end of cyclone fencing adjacent to the basketball court.
- f. Blocking the bike path at McCannon and Bastian.

3. **Additional Barricades**

- a. The Village may loan extra barricades, cones, and other festival related items to SGCB, subject to availability.
- ii. **Water.** The Village will provide access to “Y-split” union valves, meters, and backflow prevention devices to assist SCCB in providing potable water sources for the gaming area, concessions, vendors, and temporary potable water sources.

d. **Third-Party Services**

- i. To the extent included in the Village’s refuse contract, the Village shall also provide third-party refuse services and street sweeping. Under its current refuse agreement, third-party services include:
 - a. **Sweeping.** Parking lot, pathway, and street sweeping services before and after the Event.
 - b. **Refuse and Waste Removal.** Providing a trash compactor, port-o-let services, grease container, and 5-yard dumpster.
 - ii. All communications regarding third-party refuse services shall be facilitated through Village staff.
 - iii. Should the third-party provider cease providing the above-referenced services, the Village shall have no obligation to procure or provide said services. At the expiration of the refuse contract, the Village shall have no obligation to include a provision for any such services.
6. **Village Logo.** This Agreement does not permit the use of the Village’s logo, seal, or any other Village trademark to be reproduced or distributed in any manner by the SGCB without the written permission of the Village Administrator.
7. **Damage.** SGCB shall be responsible for any damage to Village equipment, ordinary wear and tear excepted.
8. **Insurance.** SGCB shall maintain general liability insurance. All vendors selling alcohol at the Corn Boil shall maintain dram shop insurance. Both policies issued to SGCB and to vendors selling alcohol shall name the Village as an additional primary non-contributory insured. SGCB shall provide to the Village a Certificate of Insurance for all such policies no later than thirty (30) days prior to the Event. All required policies of insurance shall be provided by companies licensed to do business in the State of Illinois and have a minimum A- rating in the “Best’s Key Rating Guide.” Policy minimums are as follows:

- A. General Liability Insurance** - \$1,000,000 combined single limit 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.
 - B. Liquor Liability Insurance** - \$1,000,000 per occurrence and \$1,000,000 aggregate.
- 9. Indemnification.** The Village shall not be responsible for any damage or loss, included, but not limited to, personal injury or death, caused by or arising out of or from SGCB's exercise of the rights granted by this Agreement and not caused by the negligence or willful misconduct of the Village. The SGCB shall defend, indemnify, and hold harmless the Village, its officers, agents, and employees, against all liability, loss, damage, cost and expense, including attorneys' fees, arising out of or resulting from the acts or omissions of the SGCB, its directors, employees, officers, agents, contractors, volunteers, agents, and assigns, arising out of or in connection with this Agreement.
- 10. No Agency.** Nothing contained herein shall be deemed or construed as creating an agency, partnership, or joint venture relationship between the Village and the SGCB, or cause the Village to be responsible in any way for the debts or obligations of the SGCB.
- 11. Compliance with Applicable Laws.** SGCB agrees to and shall comply with all applicable laws, rules, and regulations.
- 12. Governing Law and Venue.** The provisions of this Agreement shall be interpreted in accordance with the laws of the State of Illinois as those laws are construed and amended from time to time. All disputes arising out of or relating to this Agreement shall be subject to the jurisdiction and venue of the Sixteenth Judicial Circuit, Kane County, Illinois.
- 13. Entire Agreement; Amendments.** This Agreement constitutes the entire agreement of the Parties and supersedes any prior or contemporaneous oral or written agreements with respect to the subject matter hereof. Any amendments to this Agreement shall be in writing and signed by the Parties.
- 14. Assignment.** This Agreement shall not be assigned by SGCB without the prior written consent of the Village.
- 15. Severability.** The portions of this Agreement shall be severable and any invalidity, unenforceability, or illegality of any provision or provisions of this Agreement shall not affect any other provision or provisions of this Agreement, and each term or provision of this Agreement shall be construed to be valid and enforceable to the full extent permitted by law.
- 16. Waivers.** Failure of either Party to object to any default, or to any other act or omission of the other, which is in violation of the terms of this Agreement, shall not be deemed a waiver of the right to object to any subsequent default, act, or omission, whether similar or dissimilar.

17. Termination. The Village or SGCB may, without further obligation, terminate this Agreement for convenience or cause, upon giving the other Party thirty (30) days written notice.

18. Notice. Any notice required or permitted to be given pursuant to this Agreement, unless otherwise expressly provided herein, shall be given, in writing, either personally to the authorized representative of the other Party, or by United States Postal Service certified mail, return receipt requested, as shown below, or to such other street address(es) as may be designated by the respective parties in writing from time to time. The notice shall be deemed complete when received, or, when certified mail is used, five days from the date of mailing, whichever occurs first.

If to Village:

Attn: Village Administrator
Village of Sugar Grove
160 S. Municipal Drive
Sugar Grove, IL 60554

If to SGCB:

Attn: Carolyn Anderson
Sugar Grove Corn Boil, LLC
PO Box 225
Sugar Grove IL 60554

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

SUGAR GROVE CORN BOIL, NFP

By: _____

VILLAGE OF SUGAR GROVE

By: _____



ANNON ST

MCCANNON ST

MCC

YOLANE CT

Stage

VIP
Area

Vendor Area

Guest Tent

Food
Vendors

Bingo

Carnival
Area

Food
Truck
&
Car
Show
Area