



BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: DANIELLE MARION, COMMUNITY DEVELOPMENT DIRECTOR
BRAD MERKEL, PUBLIC WORKS DIRECTOR
SUBJECT: RESOLUTION: SNOW PLOW AGREEMENT WITH SETTLERS 5 & 6
AGENDA: March 31 , 2026
DATE: March 4, 2026

ISSUE

Shall the Village Board approve a resolution authorizing the Village President to sign a snow plow agreement with BHMGU Settlers Ridge LLC for Settlers Ridge Areas 5 & 6.

DISCUSSION

Per Section 12-4-5-4 the Village is required to enter into a snow plow agreement with the owner or subdivider of a property prior to recording a final plat. The Village has an old snow plow agreement with the previous developer in Settlers Ridge and the Village is in need of entering into a new one with the developer for Areas 5 and 6. The Village has recorded the final plat of Subdivision for Settlers Ridge Areas 5 & 6 and has begun the execution of a new snow plow agreement with BHMGU Settlers Ridge LLC. The purpose of the snow plow agreement is for backup if the developer is not properly plowing the development prior to the Village accepting the roads. This allows the Village to contract out the plowing and be reimbursed by the developer.

Public Works surveyed surrounding communities for hourly rates for contractual snow removal services and salt applications. The hourly rates used in the agreement are an average of the survey and the salt prices will adjust yearly based on the current salt prices that year.

COST

All costs for this are borne by the applicant.

ATTACHMENTS

Resolution authorizing the Village President to sign a snow plow agreement between the Village and BHMGU Settlers Ridge LLC.
Snow Plow Agreement between the Village of Sugar Grove and BHMGU Settlers Ridge LLC.

RECOMMENDATION

That the Village Board approve the resolution authorizing the Village President to sign the Snow Plow agreement between the Village and BHMGU Settlers Ridge LLC.



VILLAGE OF SUGAR GROVE
KANE COUNTY, ILLINOIS

RESOLUTION NO.: 20260331CD1

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO SIGN A SNOW PLOW AGREEMENT WITH BHMGU SETTLERS RIDGE LLC FOR SETTLERS RIDGE AREAS 5 & 6

WHEREAS, the Village of Sugar Grove Village Code requires the Village to enter into a Snow Plow Agreement with the developer prior to any Final Plats being recorded; and,

WHEREAS, the Village has received a signed Snow Plow Agreement from BHMGU Settlers Ridge LLC for the Settlers Ridge Areas 5 & 6 Subdivision.

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

The Village President is hereby authorized to sign the Snow Plow Agreement between BHMGU Settlers Ridge LLC and the Village of Sugar Grove as presented.

PASSED AND APPROVED by the President and the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this 31st, day of March 2026.

Sue Stillwell, Village President

Tracey R. Conti, Village Clerk

BOARD VOTE:

	Aye	Nay	Absent	Abstain	Recuse
Trustee Heidi Lendi	_____	_____	_____	_____	_____
Trustee Matthew Bonnie	_____	_____	_____	_____	_____
Trustee Sean Michels	_____	_____	_____	_____	_____
Trustee Anthony Speciale	_____	_____	_____	_____	_____
Trustee Nora London	_____	_____	_____	_____	_____
Trustee Michael Roskopf	_____	_____	_____	_____	_____

SNOW PLOWING AGREEMENT

This agreement entered into this 11 day of February, 2026, by the Village of Sugar Grove, hereafter referred to as "Village", and **BHMGU Settlers Ridge LLC**, hereafter referred to as "Subdivider".

RECITALS

WHEREAS, Subdivider has recorded, in the Recorder's Office for Kane County, Illinois, a plat for a subdivision known as **Settlers Ridge Areas 5 & 6**, in the Village of Sugar Grove, Kane County, Illinois, now hereafter referred to as "Subdivision"; and,

WHEREAS, Subdivider marked and dedicated certain streets and highways as public ways for public use on the plat of the Subdivision; and said Subdivision has been annexed and is within the corporate limits of the Village; and,

WHEREAS, Subdivider has laid out, opened and improved for public use the streets and highways marked and indicated on the Subdivision plat and the Village has not approved and accepted said improvements of the streets and highways constructed by the Subdivider.

NOW THEREFORE, in consideration of the mutual covenants contained herein, Village and Subdivider agree as follows:

1. The Village will furnish, when available, the necessary snow removal trucks, machinery, equipment, material and personnel to plow, clear and remove snow and ice from the streets and highways marked for public use on the Subdivision plat.
2. The Subdivider agrees that the Village will determine, to its own satisfaction, the following:
 - a. The necessity for snow and ice removal from the streets and highways in the Subdivision.
 - b. The availability of trucks, machinery, equipment, material and personnel for plowing, clearing and removing snow and ice from the streets and highways in the Subdivision.
 - c. The manner and performance of the work to clear and remove snow and ice from the streets and highways in the Subdivision and the sufficiency of the clearing or removal of snow and ice.

The Subdivider agrees with and accepts the decision of the Village on Items 2a, 2b, and 2c listed above.

3. The Subdivider agrees to keep the streets and highways marked on the Subdivision plat and opened by the Subdivider for public use in a safe condition, free and clear of obstructions, ruts, excavations and other conditions so the snow removal equipment can move, travel and operate without undue delay, hinderance or danger to the personnel, equipment or property of the Village.
4. If there is work in progress on any street or highway in the Subdivision, the Subdivider shall barricade and illuminate all obstructions, ruts, excavations and other dangerous conditions. The Village, in its discretion may, but is not required to, clear and remove snow from any street or highway on which such work is in progress.
5. The Subdivider agrees to indemnify, defend and hold harmless the Village of Sugar Grove, it's officers, agents and employees from any loss, damage or expense arising out of or resulting from any activities that are subject to this agreement except that which is caused by intentional acts or negligence of the Village, it's officers, agents or employees.
6. The Subdivider agrees to repair at his own expense any property, private or public, damaged by the Village during snow and/or ice removal operations on the streets and highways of the Subdivision except for such damage caused by intentional acts or negligence of the Village, it's officers, agents or employees.
7. The Subdivider agrees to pay to the Village the fees of **\$165.00** per hour and **\$ current salt price + 30%** per ton of salt applied each time the Village clears snow and/or ice from the streets and highways in the Subdivision from and after the date of execution of this agreement. Commencing on the date of this agreement and shall be continued until the Village accepts the streets and highways of the Subdivision for maintenance. The fee shall be increased each January 1st of the contract agreement length. The amount of the increase each year shall be equal to the annualized rate of inflation of the preceding calendar year multiplied by the fee currently in effect. The Village may deem it necessary to clear snow and/or ice more than once for each snowfall.
8. This agreement shall be terminated only upon acceptance of the streets and highways of the Subdivision for maintenance by the Village.

Approved and accepted this ____ day of _____, _____.

VILLAGE OF SUGAR GROVE

By: _____

Sue Stillwell
Village President

Village of Sugar Grove
160 Municipal Drive
Sugar Grove, Illinois 60554

Attest: _____

Tracey Conti
Village Clerk

SUBDIVIDER

By: 

Signature
David Cannon
Print
Land Development Manager
Title

BHMGU Settlers Ridge LLC
Company
333 Allegheny Ave, Suite 203
Address
Oakmont PA 15139
City, State Zip

Attest: 

Signature
Jennifer Smouse
Print
Executive Assistant
Title

(Ord. 604, 9-8-1994)