



BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES

FROM: DANIELLE MARION, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: ORDINANCE: TEXT AMENDMENT TITLE 12, CHAPTER 4, SECTION 5 & TITLE 12, CHAPTER 10, SECTION 17 – SNOW PLOW AGREEMENT

AGENDA: May 19, 2026

DATE: April 17, 2026

ISSUE

Shall the Village Board discuss a text amendment to the Village Code amending the Snow Plow Agreement requirements, specifically Title 12, Chapter 4, Section 5-4 – Agreement and Performance Guarantee and Title 12, Chapter 10, Section 17 – Snow Plowing Agreement.

DISCUSSION

There have been several new subdivision developments recently within the Village. With the recording of the Final Plats of Subdivision the developers are required to enter into a Snow Plow Agreement with the Village. The recent execution of this requirement has brought to light some issues that staff feels need to be amended to make this requirement run more smoothly.

The first part of the proposed amendment would add language that clarifies that a Snow Plow Agreement is only needed if there are public roads and allows for the Village Attorney to review the agreement and the Village Administrator to sign the agreement. The previous process was that the agreement had to be approved by the Village Board and also technically required one even when there were no public roads, such as a final plat of subdivision that combines 2 residential lots.

The Second part of the amendment removes the exact Snow Plow Agreement that is written in our code in its entirety. The removal of the complete agreement language from the Village Code allows for there to be variations in each agreement and to have flexibility to make each agreement more specific to each development it applies to. With the entire agreement in the Village Code, there is no way to make any changes whatsoever. With the removal of the agreement, staff proposes to add an example agreement to the Villages Engineering Manual to still provide guidance on the substance of the agreement.

The Plan Commission held the required public hearing for the proposed text amendment on April 15, 2026. No objectors were present. The Plan Commission discussed the proposed amendment and had no concerns over the changes. The Plan Commission recommended that the Village Board approve the proposed text amendment to Title 12, Chapter 4, Section 5-4 – Agreement and Performance Guarantee and Title 12, Chapter 10, Section 17 – Snow Plowing Agreement as presented in Exhibit A.

Ayes: Airhart, Bieritz, Guddendorf, Dubina

Nays: None

Absent: Sabo, Rockwell, Coia

COST

There is no cost to discuss the proposed amendment.

ATTACHMENTS

Plan Commission Recommendation

Exhibit A – Propose Text Amendment

RECOMMENDATION

That the Village Board discuss the proposed text amendment and provide staff with direction on preparing the necessary Ordinance for approval.

VILLAGE PRESIDENT
Sue Stillwell

VILLAGE ADMINISTRATOR
Scott Koepfel

VILLAGE CLERK
Tracey R. Conti



VILLAGE TRUSTEES
Heidi Lendi
Matthew Bonnie
Sean Michels
Anthony Speciale
Nora London
Michael Roskopf

R E C O M M E N D A T I O N

PC26-03

TO: Village President and Board of Trustees
FROM: Planning Commission
DATE: Meeting of May 5, 2026
PETITION: 26-002 Text Amendment: Text Amendment Title 12, Chapter 4,
Section 5 & Title 12, Chapter 10, Section 17

PROPOSAL

The Village is proposing to amend section 12-4-5-4, Agreement and Performance Guarantee and Section 12-10-17, Snow Plowing Agreement as presented in Exhibit A.

BACKGROUND & HISTORY

The Village has had several new subdivision developments recently. As part of the requirements for recording the Final Plat of Subdivision a snow plow agreement must be entered between the developer and the Village. The recent execution of this requirement has brought to light some issues that staff feel need to be amended to make this requirement run more smoothly in the process.

The first part of the amendment would add language that clarifies that a snow plow agreement is only needed if there are public roads and allows for the Village Attorney to review the agreement and the Village Administrator to sign the agreement. The previous process was that the agreement had to be approved by the Village Board.

The second part of the amendment removes the exact snow plow agreement that is written in our code in its entirety. The removal of the complete agreement language from the Village Code allows for there to be variations in each agreement and to have flexibility to make each agreement more specific to each development it applies to. With the entire snow plow agreement in the Village Code currently, it does not allow for any flexibility or changes to be

made to the language of the agreement whatsoever. With the removal of the agreement, staff proposes to add an example agreement to the Village's Engineering Manual to still provide guidance on the substance of the agreement.

PUBLIC RESPONSE

After due notice, the Planning Commission held a public hearing on April 15, 2026. No objectors were present.

DISCUSSION

Commissioners discussed the proposed Text Amendment and wanted clarification on whether emergency services could still be provided to homeowners when a subdivision is not yet fully accepted. Staff provided clarification.

RECOMMENDATION

After carefully considering the facts, the Planning Commission recommends the Village Board **approve** the proposed Text Amendment attached in Exhibit A.

AYES: Airhart, Bieritz, Guddendorf, Dubina

NAYES: None

ABSENT: Sabo, Rockwell

Motion PASSED

EXHIBIT A

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 ½) 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. If the developer or subdivider is a government body, they may choose to enter into an intergovernmental agreement with the village in place of providing a letter of credit that must be approved by the village board.

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. **An agreement is required if there are public roads in the subdivision. The agreement must be reviewed by Village Attorney. The Village Administrator or their designee will assign costs and approve the agreement. The purpose of the agreement is to allow for the Village to commission a 3rd party to perform back up snow plowing services in the event that the developer is not properly removing snow from the public roads prior to the Village taking final acceptance of the public roads.**

D. Insurance: An insurance policy that provides, at a minimum, 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. 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; amd. Ord. 2018-12-18, 12-18-2018; Ord. 20230307A, 3-7-2023; Ord. 2025-1007CD1, 10-7-2025)

Delete the following in its entirety from the Village Code.

12-10-17: SNOW PLOWING AGREEMENT:

~~—SNOW PLOWING AGREEMENT~~

~~This agreement entered into this ____ day of _____, 20____, by the Village of Sugar Grove, hereafter referred to as "Village"; and _____, 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 _____, 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, hindrance 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, its 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, its 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, its officers, agents, or employees.~~
- ~~—7. The Subdivider agrees to pay to the Village the fee of \$ ____ 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 through December 31, 20____. Commencing January 1, 20____, and each January 1st thereafter until the Village accepts the streets and highways of the Subdivision for maintenance, the fee shall be increased. 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 _____, 20____.~~

~~VILLAGE OF SUGAR GROVE — SUBDIVIDER~~

~~By: _____ By: _____~~

~~—Village President~~

~~Attest: _____ Attest: _____~~

~~Village Clerk~~

~~(Ord. 2019-02-05C, 2-5-2019)~~