

<p>Village President P. Sean Michels</p> <p>Village Clerk Cynthia Galbreath</p> <p>Village Administrator Brent M. Eichelberger</p>	 <p>10 S. Municipal Drive Sugar Grove, Illinois 60554 Phone: 630-466-4507 Fax: 630-466-4521</p>	<p>Village Trustees</p> <p>Robert Bohler Kevin Geary Mari Johnson Rick Montalto David Paluch Thomas Renk</p>
--	---	--

**Agenda**  
**February 28, 2012**  
**Special Board Meeting**  
**6:00 P.M.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Comments
5. Resolution:                   Authorizing Entering into an IGA with the Rob Roy Drainage District for the Mallard Point/Rolling Oaks Area Drainage Project
6. Closed Session:           Land Acquisition and Litigation
7. Adjournment



**RESOLUTION NO. 2012-0228**

**Authorization to Sign an Intergovernmental Agreement  
Between the Rob Roy Drainage District and The Village of Sugar Grove**

**Mallard Point – Rolling Oaks Area Drainage Project**

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

**WHEREAS**, a intergovernmental agreement between the Rob Roy Drainage District and the Village of Sugar Grove has been proposed for drainage improvements; and

**WHEREAS**, the Village of Sugar Grove Board has reviewed the Intergovernmental Agreement and determined that it is in the best interests of the Village to enter into this agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Sugar Grove, as follows:

That the Village President is hereby authorized to sign the Intergovernmental Agreement between the Rob Roy Drainage District and the Village of Sugar Grove.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this 28th day of February, 2012.

\_\_\_\_\_  
P. Sean Michels,  
President of the Board of Trustees of the Village of  
Sugar Grove, Kane County, Illinois

\_\_\_\_\_  
Attest: Brent Eichelberger,  
Acting Village Clerk Sugar Grove, Kane County, Illinois

	Aye	Nay	Absent
Trustee Bohler	_____	_____	_____
Trustee Johnson	_____	_____	_____
Trustee Montalto	_____	_____	_____
Trustee Geary	_____	_____	_____
Trustee Renk	_____	_____	_____
Trustee Paluch	_____	_____	_____

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF SUGAR GROVE AND THE ROB ROY DRAINAGE, DISTRICT 2, KANE COUNTY ILLINOIS**

THIS AGREEMENT (THE AGREEMENT) is made effective as of the 13<sup>th</sup> day of February, 2012, between the Village of Sugar Grove (Village) and the Rob Roy Drainage District 2, Kane County, Illinois, (District).

Whereas, Village and the District have been working together towards a mutually agreeable solution to drainage projects that involve both the District and the Village's jurisdiction; and

Whereas, both the Village and the District believe that this project should proceed;

Now, therefore, in consideration of mutual covenants and obligations herein contained, the Village and the District agree as follows:

1. The Village will submit all final plans from the Village's project engineer to the District engineer. The District hereby approves the Village project and gives permission to discharge into the District system at or near Jericho Road east of Illinois Route 47.
2. The Village will reimburse the District for its professional fees in the amount of \$10,000.00 to be paid as follows: \$5,000.00 to be paid within 5 days of site construction and the remaining \$5,000.00 upon completion of the project.
3. All parties will mediate any engineering issues or deviations from the submitted plans with Kane County engineering and their representatives. All parties will work in good faith to resolve the drainage issues facing the Village, District, and residents, and will work in a spirit of cooperation to achieve those goals.
4. The District has passed Ordinance Number 0-11-1-2, which, on its face, regulates certain conduct within the District jurisdiction. Sugar Grove is unwilling to agree or disagree as to the validity, applicability or enforceability of said ordinance. The Parties agree that the execution of this agreement and the construction of this project shall in no way prejudice the rights of either party to challenge or defend said ordinance at a future time. It is the intent of both parties to not affect the legal position of either party relative to said ordinance's validity, applicability or enforceability by the execution of this agreement.

**VILLAGE OF SUGAR GROVE**

**ROB ROY DRAINAGE DISTRICT 2**

BY: \_\_\_\_\_  
Village President

BY: M. J. Faber  
MILWAUKEE J. FABER  
ROB ROY DRAINAGE DISTRICT 2  
PRESIDENT 2-13-12

ATTEST: \_\_\_\_\_  
Village Clerk

ATTEST: [Signature]