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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS  
BRAD MERKEL, DEPUTY DIRECTOR OF PUBLIC WORKS  
**SUBJECT:** RESOLUTION: APPROVING A PROPOSAL WITH ENCAP FOR  
SUGAR GROVE CENTER DETENTION BASIN MAINTENANCE  
**AGENDA:** MAY 19, 2020 REGULAR BOARD MEETING  
**DATE:** MAY 13, 2020

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**ISSUE**

Should the Village Board approve an agreement with ENCAP for Sugar Grove Center Detention Basin Maintenance.

**DISCUSSION**

The Village undertook the maintenance of the detention basin behind the Sugar Grove Center when the property owner association failed. The Village hired EnCap to complete a multi-year management plan to clean-up and restore the wetlands within the basin. This maintenance is ongoing and the village is using the SSA#10 to fund the work. This year ENCAP will complete Naturalized Buffer Management, Cattail Treatment and Willow Removal/Treatment. The cost for this year's work is \$5,250.

**COST**

The cost of the project is \$5,250. The FYE 21 Budget, account 47-55-6309: Professional Services has \$5,000 allocated for this project.

**RECOMMENDATION**

The Village Board approve a resolution and authorize the Director of Public Works to enter into an agreement with ENCAP, Inc. for the maintenance of the Lot 14 Natural Area Management.



**RESOLUTION NO. 20200519PW1**

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

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH ENCAP FOR THE LOT 14 NATURAL AREA MANAGEMENT.**

**WHEREAS**, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to engage the services of Encap Incorporated, Dekalb, Illinois 60115 to provide the Lot 14 Natural Area Management and to execute said agreement;

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

The President and Clerk are hereby authorized to execute said agreement on behalf of the Village and to take such further actions as are necessary to fulfill the terms of said agreement between Encap Incorporated and the Village of Sugar Grove for the Lot 14 Natural Area Management.

Passed by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, at a regular meeting thereof held on the 19<sup>th</sup> day of May, 2020.

\_\_\_\_\_  
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 Sean Herron	_____	_____	_____	_____
Trustee Jennifer Konen	_____	_____	_____	_____
Trustee Ted Koch	_____	_____	_____	_____
Trustee Heidi Lendi	_____	_____	_____	_____
Trustee Rick Montalto	_____	_____	_____	_____
Trustee Ryan Walter	_____	_____	_____	_____
President P. Sean Michels	_____	_____	_____	_____



2585 Wagner Ct.  
DeKalb, IL 60115  
Phone: 815.748.4500  
Fax: 815.748.4255  
www.encapinc.net

**PROPOSAL NO. 20-0318C**

March 18, 2020

Tony Speciale  
Village of Sugar Grove  
601 Heartland Drive  
Sugar Grove, Illinois 60554  
P: 630-391-7230 E: aspeciale@sugargroveil.gov

**RE: Lot 10, Village of Sugar Grove (Southeast of Capitol Drive and E Park Avenue, Sugar Grove)**

#	DESCRIPTION OF WORK	UNIT	# OF UNITS	UNIT COST	COST
1	Naturalized Buffer Management	PER VISIT	2	\$925.00	\$1,850.00
2	Cattail Treatment	LUMP SUM	1	\$1,550.00	\$1,550.00
3	Willow Removal/Treatment	LUMP SUM	1	\$1,850.00	\$1,850.00
				<b>TOTAL</b>	<b>\$5,250.00</b>

**Management includes selective herbicide application and mowing as necessary. Cattail treatment will take place in late summer/ early fall. Willow removal to be performed during the dormant season.**

**Payment Agreement**

Village of Sugar Grove, (hereinafter "Client") shall be solely liable for the timely payment of all amounts invoiced under this proposal. Invoices will be tendered by ENCAP, Inc. ("ENCAP") from time to time, but no more frequently than every two weeks, and shall be due and payable upon receipt. If Client objects to all or any portion of an invoice, Client shall nevertheless timely pay the undisputed amount of such invoice and promptly advise ENCAP in writing of the reasons for disputing any amount.

Client shall pay an additional charge of two (2) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by ENCAP more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payments shall first be applied to accrued interest and then to the unpaid principal amount.

If Client fails to pay invoiced amounts within thirty (30) calendar days of the date of the invoice, ENCAP may at any time, without waiving any other claim against Client and without incurring any liability to Client, suspend or terminate performance under this Agreement as long as any hazardous conditions created by ENCAP'S previously performed services are rendered non-hazardous to Clients employee's, agents and subcontractors, the general public, and the environment. Termination shall not relieve Client of its obligation to pay amounts incurred up to termination. ENCAP shall be entitled to recover any and all costs of collection associated with recovery of amounts due under this Payment Agreement, including but not limited to reasonable attorney's fees.

Client will indemnify and hold harmless ENCAP and its representatives, agents, employees, and successors and assigns from and against any and all claims, suits, actions, losses, penalties, fines, and damages of any nature whatsoever, and shall pay any reasonable attorney's fees, expert witnesses fees, and ENCAP fees, and court costs arising or resulting from (1) Client's breach of this Agreement; or (2) Client's negligence or intentional misconduct.

\* All Legal Proceedings to be conducted in DeKalb County \*

Client shall accept full responsibility for payment notwithstanding any other agreement with owner or other party, and in no event will any provision in a contract, agreement, or understanding which conditions Client's payment to ENCAP upon receipt of the payment from any other party relieve Client from responsibility for payment to ENCAP.

By: ENCAP, Inc.

By: Village of Sugar Grove

\_\_\_\_\_  
Jonathan Koepke

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Rep.

\_\_\_\_\_  
Date