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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** BRENT M. EICHELBERGER, VILLAGE ADMINISTRATOR  
**SUBJECT:** RESOLUTION: APPROVING AN AGREEMENT WITH THE HANNAFORD FARM HOA FOR TOPSOIL REMOVAL  
**AGENDA:** MARCH 2, 2021 REGULAR BOARD MEETING  
**DATE:** AUGUST 28, 2020

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**ISSUE**

Should the Village enter into an Agreement with the Hannaford Farm HOA to facilitate the removal of the topsoil stockpiles in Hannaford Farm.

**DISCUSSION**

This item was last discussed at the September 1, 2020 Village Board Meeting where the Board directed staff to continue efforts to facilitate the removal of the Hannaford Farm Topsoil Stockpiles.

Since the September meeting staff has found a topsoil broker who has agreed to begin topsoil sales from the main stockpile as soon as weather permits this Spring. They are hopeful that the saleable topsoil can be removed in a matter of months. Certain required actions such as silt fencing will have to be undertaken locally. The proposed agreement allows the Village to take the necessary steps to engage the broker, utilize other contractors and consultants, etc.

The Village Attorney has approved the agreement.

**COST**

All Village out-of-pocket costs are projected to be covered by a combination of FILOD reimbursement and permit fees as necessary.

**RECOMMENDATION**

That the Board approve a resolution authorizing an Agreement with the Hannaford Farm HOA to facilitate the removal of the topsoil stockpiles in Hannaford Farm.



**RESOLUTION NO. 20210302A**

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

**RESOLUTION APPROVING AN AGREEMENT WITH THE HANNAFORD FARM HOA FOR TOPSOIL REMOVAL.**

**WHEREAS**, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to enter into an agreement with the Hannaford Farm Homeowners Association to facilitate the removal of the topsoil stockpiles in Hannaford Farm.

**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 is 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.

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 2nd day of March, 2021.

\_\_\_\_\_  
 P. Sean Michels, 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	_____	_____	_____	_____

**AGREEMENT OUTLINING RESPONSIBILITIES**  
**HANNAFORD FARM SUBDIVISION TOPSOIL REMOVAL PROJECT**

**WHEREAS**, there currently exists a certain stockpile of excess topsoil (“Topsoil”) generally located within the area bound by Hannaford Drive, Redbud Lane, and Wheatfield Avenue within the Hannaford Farm Subdivision, more specifically identified on the attached **Exhibit A**, (“Property”) incorporated herein by reference; and,

**WHEREAS**, the Property is owned by the Hannaford Farm Subdivision Homeowners’ Association (“HOA”); and,

**WHEREAS**, the HOA has expressed a desire to have said Topsoil removed (“Project”); and,

**WHEREAS**, the HOA has expressed a desire to have the Village of Sugar Grove (“Village”) facilitate the removal of the Topsoil; and,

**WHEREAS**, the Village of Sugar Grove (“Village”) recognizes the inconvenience that the Topsoil poses to its residents, and specifically those residing in the Hannaford Farms Subdivision, and therefore wishes to assist with facilitating the removal of the Topsoil from the Property to ensure that the removal of the Topsoil is performed in a manner which will minimize any further disruption to its residents and protect the integrity of any public improvements which may be impacted by the related removal activities; and,

**NOW THEREFORE**, in consideration of the above and the mutual covenants and agreements below, the receipt and sufficiency of which is hereby acknowledged, the HOA and the Village agree as follows:

**SECTION 1: RECITALS**

The above recitals are hereby incorporated into and made a part of this Agreement.

**SECTION 2: PROJECT SCOPE**

The Parties understand and agree the Project is expected to include silt fencing, tree removal, access route installation, topsoil removal, final grading, seeding, and repair to curbs, streets and infrastructure as needed, and that additional issues may arise during the Project.

**SECTION 3: VILLAGE PARTICIPATION; RIGHTS; ACCESS**

The Parties understand and agree that the Village is participating in this Agreement as a service to its residents and shall not have any direct or ongoing responsibility with regard to any of the items specified herein. The Village shall be allowed to terminate its participation in this Agreement at any time, for any reason whatsoever. The HOA hereto shall make no reliance upon any of the Village’s representations with respect to this Agreement.

The Parties understand and agree that the Parties shall have the right to enter into agreements with third parties to perform actions both on and off-site to facilitate the Project.

The HOA expressly gives unrestricted permission for Village employee and officials, consultants, contractors and sub-contractors to access the Property for purposes of this Agreement.

**SECTION 4: WAIVER OF CLAIMS; INDEMNIFICATION**

The HOA hereby waives any and all rights to assert any present or future claims against the Village with respect to the Project or any other provision relating to or arising from this Agreement and agrees to indemnify and hold the Village harmless from all losses, damages or expenses that relate to claims or proceedings in relation to the same.

**SECTION 5: EXPENDITURES**

The Parties agree that any Village expenditures made pursuant to this Agreement shall be fully reimbursable from either the Fee In Lieu of Development (FILOD) for lots within the Hannaford Farms Subdivision and/or fees imposed on new building permits within the Hannaford Farms Subdivision.

The Parties agree that any HOA expenditures made pursuant to this Agreement shall be fully the responsibility of the HOA without reimbursement from the Village through FILOD, fees, or any other method.

**SECTION 6: MISCELLANEOUS PROVISIONS**

**6.1. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

**6.2. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Proper venue shall be in the Sixteenth Judicial Circuit, Kane County, Illinois.

**6.3. Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties hereto (whether by operation of law or otherwise) without the prior written consent of the other Parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

**6.4. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

**VILLAGE OF SUGAR GROVE**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**HANNAFORD FARMS HOMEOWNERS ASSOCIATION**

By: \_\_\_\_\_

Its: \_\_\_\_\_

