



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, February 09, 2022 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

AGENDA

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

APPROVAL OF AGENDA (Voice Vote)

PUBLIC COMMENT *Public Comment is encouraged. The Village Board will receive comments from the public, pursuant to State Statutes. Comments will be limited to five minutes on topics relating to the Village of Poplar Grove. Be further advised that matters brought up at this time may be referred to the appropriate committee or individual for further discussion or consideration.*

DEPARTMENT REPORT

1. Engineering Report, McMahon

EXECUTIVE SESSION

2. Motion to go into executive session pursuant to 5 ILCS 120/2(c)(1) - (c) Exceptions. A public body may hold closed meetings to consider the following subjects: (1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with this Act.

NEW BUSINESS

- [3.](#) Discussion and Motion to approve engagement agreement with HolmstromKennedyPC
4. Discussion and Motion to approve the replat of lots 142, 143 and 144 of Candlewick Lake Unit No. 10 into Lot M.
- [5.](#) Discussion and Motion to approve **Resolution 22-04** A Resolution of the Village of Poplar Grove, Illinois to approve and authorize the Village President to execute and agreement with RBG Janitorial for Village Hall cleaning services.
- [6.](#) Discussion and Motion to approve **Resolution 22-05** A Resolution of the Village of Poplar Grove resolving to enter into a professional service agreement for design & construction engineering services for the 2022 Pavement Maintenance program.
- [7.](#) Discussion and Motion to approve **Ordinance 2022-03** An Ordinance of the Village of Poplar Grove, Illinois establishing the revised meeting dates and times of the Board of Trustees of the Village of Poplar Grove and its Committees and Commissions for calendar year 2022.
8. Discussion on dates for Budget Workshop
9. Discussion on possible date change for 9th Annual Neighbors' Fest
- [10.](#) Discussion on sight tight ordinance

OLD BUSINESS

- [11.](#) Reconsideration of vetoed **Ordinance 2021-43** An Ordinance of the Village of Poplar Grove, Illinois amending Title 1 - Administration, Chapter 6 - Village Officers and Employees of the Village Code.
- [12.](#) Motion to approve **Ordinance 2021-43** An Ordinance of the Village of Poplar Grove, Illinois amending Title 1 - Administration, Chapter 6 - Village Officers and Employees of the Village Code over veto.
- [13.](#) Reconsideration of the vetoed **Ordinance 2021-45** An Ordinance of the Village of Poplar Grove amending article VII, building regulations, of the Village of Poplar Grove Code of Ordinances over.
- [14.](#) Motion to approve **Ordinance 2021-45** An Ordinance of the Village of Poplar Grove amending article VII, building regulations, of the Village of Poplar Grove Code of Ordinances over veto.
- [15.](#) Reconsideration of vetoed **Resolution 21-69** A Resolution of the Village of Poplar Grove, Illinois to approve the professional service agreement with B&F Construction Code Services, Inc. to provide a Village Zoning Administrator.

16. Motion to approve **Resolution 21-69** A Resolution of the Village of Poplar Grove, Illinois to approve the professional service agreement with B&F Construction Code Services, Inc. to provide a Village Zoning Administrator over veto.

ADJOURNMENT (Voice Vote)

KJ 02/07/2022



To: The Village President and Board of Trustees

From: Chris Dopkins, P.E., Village Engineer

Re: Engineering Report – January 2022 Activity

Date: January 31, 2022

Please allow this memorandum to provide a brief summary of major activity over the past month that involves the engineering department:

- **Public Works Building:** As you will recall, the Village is utilizing grant funds in the amount of \$200,000 to help offset the cost of the building. There continues to be movement on the State's end, and we have been advised that the grant agreements will be sent to the County/City/Village "shortly after the holidays". There has been no movement in January on the agreements that we are aware of. Again, the intent is to advertise for bids as soon as practical after receiving and reviewing the agreements.
- **West Grove Park Improvements:** The Contractor has constructed the footings and slabs for both the restroom and pavilion, and has completed the restoration around the concrete work as well. The pavilion and restroom enclosure have been ordered and the estimated ship date remains as January 31st so the materials should arrive to the site on or about February 5th. Hopefully the ship date stays firm, the weather conditions cooperate and the contractor is able to complete the project in February.
- **Sherman Oaks Drainage Improvements:** 80% plans have been completed and forwarded to Public Works staff for review. The intent is to complete staff review and utility review of the plans in February and early March, have bid letting authorized on March 9th, advertise for bids on March 11th, open bids on or about March 30th and award a contract on April 13th. The contractor will then have the ability to choose when the start work on the projects with two (2) caveats. The first is that once the work is started it must be completed to the point of substantial completion (which basically means that everything is done except planting the grass; and (2) the planting of the grass must be completed between September 2nd and 16th in order to give the new grass a good chance to germinate.
- **CIP Planning:** Staff has essentially completed a draft the 2022 CIP program that will be presented as part of the budget process. We actually forecasted projects two years out as a result of Rebuild Illinois and American Rescue Plan funding coming on-line over the next two years and we felt it important to get a longer term plan in place.



To: The Village President and Board of Trustees

From: Chris Dopkins, P.E., Village Engineer

Re: Grading Options for Mansfield Park

Date: January 31, 2022

Please allow this memorandum to follow up the discussion of the December Board meeting where the Board requested a status update of Mansfield Park. Staff generally understands that a contractor has agreed to donate the time and effort to rough grade and restore (i.e, plant grass) the Park. Staff did have brief discussions regarding the grading of the park prior to the December Board meeting, but due to vacations/holidays staff did not have an opportunity to formally reduce the discussions to memo form until now.

It appears that there are some localized high and low areas within the park, and that the current site conditions are generally prohibitive of mowing with smaller mowers (or in other words, larger tractors/bush hogs are needed to mow the site). We understand that the end desire of the Village is to re-grade the property in such a manner that (1) can accommodate future park improvements; and (2) provides a new stand of grass that can be mowed utilizing the Village's "zero turn" mowers; and (3) provides for positive drainage. We would need to complete a topographic survey of the area and provide a final grading plan based off of the existing site conditions. We also need the input of the Village in order to create the drainage plan as there are essentially two ways to proceed which are as follows:

1. Create a master plan for the park and then create the grading plan based off of the master plan. The advantage of doing so is that future grading should be minimized, and the Village will have a pretty good idea of the park amenities, however, it is more time consuming to develop a master plan.
2. Create a "table top" grading plan for the park. The advantage to doing so is that it is easier to create the plan. The disadvantage is that future grading will most likely be necessary as amenities are built which will add future cost.

There are two (2) items that the Village needs to be aware of:

1. It appears that the total disturbed area will be in excess of 1.0 acres, meaning that an ILR10 permit from IEPA is necessary before any site activity begins. To obtain the ILR10 permit, we must file a permit application and Storm Water Pollution Prevention Plan (SWPPP) with IEPA.

Once those two items are filed with IEPA, then we must wait for a period of 30 days before grading can begin in order for IEPA to publish the documents on its website and allow for public review and comment. The agency will then grant the permit (assuming no public comments are received that require revisions to the plan). Construction may commence once the 30-day comment period has passed. As a side note, it is not allowable to break the project into "pieces" in order to avoid the permit requirements.

2. Since this project is being completed on property owned under a permit for which the Village is ultimately responsible, we would assume that Village Attorney will probably want some sort of "hold harmless" agreement with the contractor, and they want the contractor to name the Village as additionally insured.

We look forward to learning the direction of the Village insofar as which option it chooses to pursue.



Roberta L. Holzwarth
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February 3, 2022

PERSONAL & CONFIDENTIAL

Village of Poplar Grove
c/o Attorney Roxanne Sosnowski
6735 Vistagreen Way, #300
Rockford, IL 61107

Re: Retention of HolmstromKennedyPC

Dear Attorney Sosnowski:

Thank you for proposing that HolmstromKennedyPC serve as legal counsel for the Village of Poplar Grove, Illinois (the "Village") for the purpose of conducting an independent investigation of a complaint received in order to determine the legal viability of any claims based on the concerns raised, and thereby to provide legal advice to the Village in light of the prospect of litigation, administrative proceedings, or other legal action.

This letter describes the proposal by which HolmstromKennedyPC would provide these legal services to the Village and how we would be compensated for our services.

Please be assured that we will do our utmost to serve you effectively and will strive to represent the Village's interests professionally and efficiently. I will have primary responsibility for the Village's representation. From time to time, I may, in the exercise of my professional judgment, utilize other attorneys and assistants in our office. If you have questions, please contact me at once.

Scope of Work.

I propose to conduct an investigation of the complaint that has been received from an elected official for the purpose of providing the Village with legal advice. These services normally would include the following elements: (1) one or more interviews with the individual lodging the complaint, to determine the substance and scope of the concerns being raised and thereby assess the factual merits and legal viability of any legal claims; (2) if appropriate, interviews with other individuals to further assess the factual merits and legal viability of any legal claims; (3) one or more interviews with the individual against whom the complaint has been made, to obtain responses to the concerns being raised and further assess the factual merits and legal viability of any legal claims; and (4) the provision of legal advice to the Village based on the information received.

Attorney Roxanne Sosnowski
Village of Poplar Grove, Illinois
HolmstromKennedyPC Engagement Agreement
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Confidentiality, Attorney Work Product and Attorney-Client Privilege.

As noted above, my proposal is to represent the Village (rather than any of its officers or employees) for the purpose of providing legal advice. In accordance with guidance from the Equal Employment Opportunity Commission, I propose that the investigation be conducted as confidentially as possible. Although complete confidentiality cannot be guaranteed, the individuals interviewed will be asked to keep our discussions confidential in order to preserve the integrity of the investigation.

As there is a threat of litigation, administrative proceedings, or other legal action, I will consider any notes I make in the course of providing the services to be “attorney work product”.

Except for any interviews needed to gather information on which my legal advice will be given, all communications will be with you, as the Village’s attorney, or other members of the Village’s “control group” for purposes of this matter, including only those individuals: (1) who may be considered “top management” in that they have the ability to make a final decision on the Village’s behalf in this matter; and (2) whose advisory role to such “top management” in a particular area is such that a final decision would not normally be made without their opinion, and whose opinion in fact forms the basis of any final decision by those with actual authority.

Our Hourly Rate Arrangement.

Our schedule of hourly rates for attorneys and other members of the professional staff is based on years of experience, specialization in training and practice, and level of professional attainment. Hourly rates for attorneys and legal assistants vary from \$200.00 to \$435.00. My current hourly rate is \$420.00. However, I propose to charge the Village at the rate of **\$250.00** per hour. You may request a schedule of hourly rates for all of our attorneys at any time.

We review all invoices before they are issued so that we can be satisfied with the appropriateness of the charges. Most invoices for services are primarily the product of the hours worked multiplied by the hourly rates for the attorneys and legal assistants who did the work. Letters typically are billed at a minimum of .30 of an hour and telephone calls and e-mail messages are generally billed at a minimum of .20 of an hour. This amount has been arrived at as a result of calculating the time involved in reviewing the file to dictate the letter or respond to the call or e-mail in addition to the time required to consider the problem arising from or to be dealt within the communication.

Attorney Roxanne Sosnowski
Village of Poplar Grove, Illinois
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Expenses.

We will seek prior approval before incurring any out-of-pocket expenses that will be billed to the Village.

Payment of Invoices.

Our invoices generally will be prepared and mailed following the month in which services are rendered and costs advanced. We expect payment of any outstanding charges within 30 days after the invoice date. We may withdraw from representing the Village if our invoices are not paid in a timely fashion. Interest will be charged at the rate of 18% per annum, calculated daily, on all unpaid outstanding balances aged more than 30 days. If it becomes necessary to file suit to collect our fees, the Village agrees to pay all attorneys' fees expended, including those incurred prior to filing suit.

Insurance Coverage.

If you have not done so already, you should check with the Village's insurance agent to determine whether there is coverage for this matter. If you need assistance in determining whether coverage may exist, please contact us at your earliest convenience, as many policies require that notice of a claim be given within a very short period of time after notice of the claim is received. If we do not hear differently from you, we will understand that the Village does not have coverage for the claim, and that it has retained us directly.

E-mail Communications.

We will communicate with you, or with others authorized by you, via unencrypted e-mail and mobile telephone service regarding your confidential legal matters. You understand that such communications could be intercepted and/or read by others, agree to accept such risk and hold us harmless of any damages that might result from such communications intercepted or read by others.

File Destruction Policies.

HolmstromKennedyPC has a file destruction policy pursuant to which certain records and documents are destroyed immediately upon the closing of a file and all records and documents are eventually destroyed. If you require copies or original records or documents from your file, please notify us prior to the completion of our engagement.

Attorney Roxanne Sosnowski
Village of Poplar Grove, Illinois
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Termination of Relationship.

Either the Village or HolmstromKennedyPC may terminate our relationship at any time and for any reason. Should either of us exercise this right to terminate our professional relationship, the Village will be charged only the fee expenses (time charges and disbursements plus any late charges or collection costs) incurred during the time of our representation of the Village's interests.

Other Acknowledgements.

By signing this agreement, the Village is acknowledging that that individual signing the letter has been duly authorized to do so. The signature also acknowledges that appropriate representatives of the Village have read this agreement in its entirety, have had full opportunity to consider its terms, have had a full and satisfactory explanation of same, and fully understand and agree to these terms.

The Village also acknowledges that there are no additional or different terms or agreements other than those expressly set forth in this written agreement. The Village confirms that we have made no guarantees in the disposition of any phase of the matter for which it has retained HolmstromKennedyPC.

If this agreement meets with the Village's approval, kindly have it signed as indicated on a copy of this letter and return the same to me, keeping the original for your records. ***If you have any questions whatsoever, or if you do not understand and agree to these terms, please do not sign this agreement.***

On a personal note, I am very pleased that the Village will consider our firm to represent it in this matter, and sincerely respect the confidence which it has placed in us. We look forward to serving the Village and shall use our best efforts on your behalf.



Attorney Roxanne Sosnowski
Village of Poplar Grove, Illinois
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If you have any questions, please feel free to call me.

Very truly yours,



Roberta L. Holzwarth

READ AND AGREED:

The Village of Poplar Grove, Illinois

By: _____
Its Duly Authorized Representative and
Agent in Fact

Dated: _____

SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement") is made this 31st day of January, 2022 by and between RBG JANITORIAL, P.O. Box 2741, Loves Park, IL 61132 ("Contractor") and the VILLAGE OF POPLAR GROVE, ILLINOIS, 200 N. Hill Street, Poplar Grove, IL 61065 ("Customer").

1. PERFORMANCE OF SERVICES

- 1.1 Contractor shall perform the Cleaning Services described in Exhibit A, attached hereto and incorporated herein, at the Customer's Village Hall located at 200 N. Hill Street, Poplar Grove, IL. The Cleaning Services shall be performed once a week on Sundays.
- 1.2 Contractor agrees to furnish all crews, equipment, tools, and chemical cleaning supplies necessary for the performance of its duties under this Agreement.
- 1.3 Contractor shall perform all Cleaning Services required herein, diligently and in a good, professional and first-class manner, using good quality materials, equipment and workmanship and appropriately trained personnel (including supervisors when appropriate) in order to complete the Cleaning Services in an orderly and timely manner. The Customer reserves the right to inspect any and all work performed by Contractor to ensure that such work is performed in conformance to the terms of this Agreement and to the satisfaction of the Customer. Contractor shall obtain and maintain, at its own expense, at all times during the term of this Agreement, all necessary licenses, permits, training or other authorizations which may be necessary to perform the Cleaning Services required herein.
- 1.4 Contractor shall comply with all applicable Federal, State, County, and local laws, ordinances, rules and regulations. Lack of knowledge on the part of Contractor will in no way be cause for release of this obligation. If the Customer becomes aware of violation of any laws on the part of Contractor, Customer reserves the right to terminate this Agreement and pursue any other legal remedies deemed necessary.

2. PAYMENT OF SERVICES

- 2.1 Customer shall pay to Contractor the monthly fee of \$390.00 per month which amount shall be set forth in a monthly invoice sent from Contractor to Customer. Payment of the invoice shall be within 45 days of the invoice date. An additional 3% will be charged weekly for late payment.
- 2.2 No charge will be allowed for taxes from the Customer as the Customer is a tax-exempt entity. The Customer is not liable for the payment of any Illinois Retailer's Occupation Tax, Service Occupation Tax or Service Use Tax. The Customer is exempt from Federal Excise and Transportation Tax.

3. NON-SOLICIATION AGREEMENT

- 3.1 Customer agrees to execute the Non-Solicitation Agreement attached hereto as Exhibit B and incorporated herein.

4. TERM OF AGREEMENT; TERMINATION

4.1 The term of this Agreement shall be for one (1) year from the date services are scheduled to begin, as stated in Section 1.1, and shall be automatically extended and renewed for additional one (1) year periods on each anniversary date on the same terms and conditions, unless either party shall give written notice by either personal delivery, overnight courier or certified mail return receipt requested as described herein, of intent not to renew at least 30 days prior to such anniversary date. If timely notice is given of intent not to renew, this Agreement shall expire at midnight on the anniversary date. Notwithstanding the foregoing, either party hereto may terminate this Agreement upon providing 60 days prior written notice of its intent to terminate this Agreement.

5. GENERAL PROVISIONS

5.1 Contractor shall not incur any liability for failure to provide services hereunder or prevented by Act of God, fire, strike, riot, war, or any other cause beyond Contractors' control. Contractor shall not be responsible for loss of Customer's property if placed in or on top of waste containers.

5.2 All notices under this Agreement will be considered as duly given if in writing and either hand delivered, sent by overnight courier or sent by certified mail, return receipt requested, to the other party at its address set forth herein or to such other address as may be designated by notice given as herein required. All notices shall be effective when placed in the United States Mail or courier, or upon receipt or refusal of delivery (if personally delivered).

5.3 This Agreement shall be construed, governed, and enforced in accordance with the laws of the State of Illinois. Any legal action with respect to this Agreement shall be brought in the State courts of Illinois and located in Winnebago County.

5.4 If Contractor fails to perform the cleaning services as required by this Agreement or otherwise defaults under this Contract, Customer may, in its sole discretion and in addition to any other rights at law or in equity, (1) send notice of the default to Contractor and demand strict performance of the terms of this Agreement; (2) cancel this Agreement by notice to Contractor; or (3) cure the default, without notice to Contractor, and deduct the cost to cure and any direct and consequential damages from any payment due to Contractor at the time of default or coming due thereafter; provided, if no further payments are due to Contractor, then Contractor shall, immediately on presentation of Customer's invoice, reimburse Customer for the cost of curing Contractor's default and such direct or consequential damages. If either party hereto incurs any attorneys' fees or other expenses in collecting any payment of fees or seeking enforcement of this Agreement, non-prevailing party shall be responsible for paying the prevailing party's reasonable costs and expenses (including, but not limited to attorneys' fees) thereby incurred. No right or remedy conferred

upon either party hereto is intended to be exclusive, and every such right or remedy shall be cumulative and in addition to any other rights or remedies available under this Agreement, or otherwise.

- 5.5 This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective legal and personal representatives, estates, heirs, and voluntary and involuntary successors and permitted assigns. Each provision of this Agreement that would, by its nature and terms, survive any termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.
- 5.6 The Agreement shall be deemed to be exclusive between Customer and Contractor. This Agreement shall not be assigned by Contractor without first obtaining permission in writing from the Customer. The Customer may refuse to accept any substitute contractor for any reason. Contractor shall obtain prior Customer approval of any subcontractors Contractor intends to utilize.
- 5.7 All time limits in this Agreement and any exhibits hereto are of the essence of this Agreement.
- 5.8 This Agreement, and Exhibits thereto, represents the entirety of the agreement between the parties hereto and supersedes any and all prior agreements, discussion and negotiations, either written or oral.
- 5.9 If any of the provisions of this Agreement are held to be invalid with any statute or rule of law of the State of Illinois or of any judicial district in which it may be so brought to be enforced, then such provision shall be deemed null and void to the extent that they may conflict herewith, but the remainder of this instrument and any other application of such provision shall not be affected thereby.
- 5.10 The clause headings appearing in this Agreement have been inserted for the purposes of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they pertain.
- 5.11 Except as otherwise provided for herein, this Agreement shall not be amended or modified, nor may any obligations hereunder be waived orally, and no such amendment, modification, or waiver shall be effective for any purpose unless it is in writing and bears the signatures of all parties hereto.
- 5.12 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the main effect as if the signatures thereto and hereto were upon the same instrument.
- 5.13 No failure of Customer or Contractor to enforce the terms of this Agreement shall constitute a waiver by Customer or Contractor of any contractual right under this Agreement.
- 5.14 Contractor represents that it has, before executing this Agreement, carefully examined the provisions of this Agreement, inspected in detail the site of the

proposed cleaning services, investigated and become familiar with all the local conditions affecting the Agreement and is fully acquainted with the detailed requirements of the cleaning services. By executing this Agreement, Contractor conclusively assures and warrants to the Customer that it has made these examinations and that it understands all requirements for the performance of the cleaning services. Contractor shall be responsible for all errors resulting from its failure or neglect to comply with the provisions of the Agreement and agrees that the Customer will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from a failure or neglect of Contractor to make these examinations.

5.15 Contractor acknowledges that during the course of its employment with the Customer, it may acquire or be exposed to information regarding the Customer, including, but not limited to, information regarding the Customer's employees, agents or officers, its business activities and operations, financial information, or other information of a confidential nature (hereinafter "Confidential Information"). Contractor, on behalf of itself and its, principals, owners, members, shareholders, employees and/or agents, agrees to hold such Confidential Information in strict confidence and shall not reveal the same. Contractor agrees that any breach or violation of this confidentiality provision would cause the Customer irreparable injury for which it would have no adequate remedy at law, and agrees that the Customer may be entitled to obtain immediate injunctive relief prohibiting such breach or violation, in addition to any other rights and remedies available to it.

6. INSURANCE.

Upon execution of this Agreement, and prior to Contractor commencing any work or services under this Agreement, Contractor shall obtain and maintain during the term of this Agreement, the below referenced liability insurance and Contractor shall provide the Customer with a Certificate of Insurance and Additional Insured Endorsement naming the Customer as additional Insured thereunder. Additional insured coverage shall apply as primary insurance and be noncontributory with respect to any other insurance afforded to the Customer. All coverage shall be placed with an insurance company duly admitted in the State of Illinois and shall be reasonably acceptable to the Customer. All vendor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the additional insured whether or not a claim is in litigation.

The insurance coverage required above shall be of sufficient type, scope and duration to ensure coverage for the Customer for all liability concerns related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by, or on behalf of the Customer, in relation to this Agreement. The following

minimum insurance requirements shall apply to Contractor for the duration of this Agreement unless explicitly waived by the Village President:

- Commercial General Liability. The coverage available to the Customer, as Additional Insured, shall not be less than \$1 million each occurrence, \$2 million general aggregate. Such insurance shall cover liability arising from premises, operations, independent vendors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- Automobile Liability. The coverage available to the Customer, as Additional Insured, shall not be less than \$250,000 bodily injury (per person), \$500,000 bodily injury (per accident) and \$100,000 property damage (per accident).
- Workers Compensation. Contractor shall maintain during the life of this Agreement statutory workers' compensation and employer's liability insurance for all his employees engaged in work described herein.
- Insurance Certificates. Each Certificate of insurance shall provide that the insurer and must give the Customer at least sixty (60) days prior written notice of cancellation and termination of the Customer's coverage thereunder. Not less than two (2) weeks prior to the expiration, cancellation or termination of any such policy, Contractor shall supply the Customer with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the Customer as set forth above.

7. INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall pay, indemnify, defend and hold harmless the Customer, its officers, representatives, elected and appointed officials, agents, and employees ("Indemnified Parties") from and against any and all claims, loss, expense, liability, damage or cost (including, without limitation, judgments, attorneys' fees and costs, court costs and the cost of appellate proceedings) which any of the Indemnified Parties incur because of injury to, or death of any person, or on account of damage to property, including the loss of use thereof, or any other claim arising out of, in connection with or as a consequence of the performance of, or the failure to perform, the cleaning services required herein by Contractor, its agents, employees, subcontractors or anyone for whose acts Contractor may be liable with respect to the cleaning services contemplated herein. Contractor, for itself and its agents, employees and subcontractors, and any party claiming through any of them, also waives all right of recovery, claim, action or cause of action against the Indemnified Parties for any matters described in the preceding sentence. This indemnity shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the vendor

under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of Kotecki v. Cyclops Welding Corp., 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois. Further, Contractor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts. Under no circumstances shall Contractor be required to indemnify the Customer for Customer's negligence.

IN WITNESS WHEREOF, the parties hereto have set their hand as of the date first written above.

THE VILLAGE OF POPLAR GROVE

By: _____

Its: Village President

DATED: _____

ATTEST:

CITY CLERK

DATED: _____

RBG JANITORIAL

By:  _____

Its: President Eva Kretschmar

DATED: 01/31/2022

EXHIBIT A- Cleaning Services

This Non-Solicitation Agreement ("Agreement") is made effective upon date of signature between

_____ ("Client") and RBG Janitorial LLC ("RBG").

1. NON-SOLICITATION OF EMPLOYEES AND CONTRACTORS. During the period RBG provides services for Client, and for a period of two (2) years following the last day on which RBG provides services for Client, Client will not, directly or indirectly, solicit, employ, or offer employment to any employee of RBG or any contractor provided by RBG, or assist any related corporation, affiliate, or third party in doing so, without first contacting RBG and obtaining the RBG's express consent with respect to the specific employee(s) or contractor(s) in question.

2. REMEDIES. RBG and Client agree (a) that breach of this Agreement would cause substantial irreparable damage to RBG for which there would be no adequate remedy at law; and (b) that the time period set forth in the Agreement hereof is the minimum time necessary to protect RBG's valid business interests. In the event of a breach of this Agreement, RBG shall be entitled to file suit, in equity or law, to obtain damages thereby and/or seek injunctive relief without bond and to recover its reasonable attorney's fees, expenses, and costs. If the court determines that the restraint created herein is overbroad, the court may revise such restriction to make it as restrictive as possible under existing law. The invalidity of one provision shall not affect the validity of any other.

3. RIGHTS CUMULATIVE. The rights granted RBG under this Agreement are in addition to and/or supplemental to any other rights and/or remedies RBG may have pursuant to any oral or written contract by and between RBG and Client for the provision of services to Client by RBG. In the event of a conflict between the terms of this Agreement and any other agreement in respect to the subject matter hereof the terms of this Agreement shall control unless the parties shall expressly agree otherwise in writing.

4. NO WAIVER. The failure of RBG to enforce the terms of this Agreement in the event of a breach shall not be deemed a waiver of RBG's rights to enforce the terms of this Agreement upon subsequent breach or be deemed a waiver of any other rights and/or remedies that RBG may have pursuant to any other oral or written contract by and between RBG and Client for the provision of services to Client by RBG.

Signed:

RBG REPRESENTATIVE:



EVA KRETSCHMAR
PRESIDENT
RBG JANITORIAL LLC

Date:

CLIENT:

Print Name:

Date: _____

EXHIBIT B- Non-Solicitation Agreement

This Non-Solicitation Agreement ("Agreement") is made effective upon date of signature between

_____ ("Client") and RBG Janitorial LLC ("RBG").

1. NON-SOLICITATION OF EMPLOYEES AND CONTRACTORS. During the period RBG provides services for Client, and for a period of two (2) years following the last day on which RBG provides services for Client, Client will not, directly or indirectly, solicit, employ, or offer employment to any employee of RBG or any contractor provided by RBG, or assist any related corporation, affiliate, or third party in doing so, without first contacting RBG and obtaining the RBG's express consent with respect to the specific employee(s) or contractor(s) in question.

2. REMEDIES. RBG and Client agree (a) that breach of this Agreement would cause substantial irreparable damage to RBG for which there would be no adequate remedy at law; and (b) that the time period set forth in the Agreement hereof is the minimum time necessary to protect RBG's valid business interests. In the event of a breach of this Agreement, RBG shall be entitled to file suit, in equity or law, to obtain damages thereby and/or seek injunctive relief without bond and to recover its reasonable attorney's fees, expenses, and costs. If the court determines that the restraint created herein is overbroad, the court may revise such restriction to make it as restrictive as possible under existing law. The invalidity of one provision shall not affect the validity of any other.

3. RIGHTS CUMULATIVE. The rights granted RBG under this Agreement are in addition to and/or supplemental to any other rights and/or remedies RBG may have pursuant to any oral or written contract by and between RBG and Client for the provision of services to Client by RBG. In the event of a conflict between the terms of this Agreement and any other agreement in respect to the subject matter hereof the terms of this Agreement shall control unless the parties shall expressly agree otherwise in writing.

4. NO WAIVER. The failure of RBG to enforce the terms of this Agreement in the event of a breach shall not be deemed a waiver of RBG's rights to enforce the terms of this Agreement upon subsequent breach or be deemed a waiver of any other rights and/or remedies that RBG may have pursuant to any other oral or written contract by and between RBG and Client for the provision of services to Client by RBG.

Signed:

RBG REPRESENTATIVE:



EVA KRETSCHMAR
PRESIDENT
RBG JANITORIAL LLC

Date: 03/17/2020

CLIENT:

Print Name:

Date: _____

RESOLUTION NUMBER: 22-04

**A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS TO APPROVE
AND AUTHORIZE THE VILLAGE PRESIDENT TO EXECUTE AN AGREEMENT
WITH RBG JANITORIAL FOR VILLAGE HALL CLEANING SERVICES**

WHEREAS, the Village of Poplar Grove, Illinois (“Village”) is seeking cleaning services for Village Hall; and

WHEREAS, RBG Janitorial, LLC (“RBG”) provides such cleaning services; and

WHEREAS, the Village and RBG have reached an accord as to the terms and conditions upon which RBG will provide cleaning services and have memorialized the same in the agreement attached hereto as Exhibit A and incorporated herein (“Agreement”); and

WHEREAS, the Village has determined it is in the best interest of the Village and its citizens to enter into the Agreement.

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

1. The above recitals are incorporated herein and made a part hereof.
1. The Village hereby accepts and approves the Agreement attached hereto as Exhibit A, or one in substantially similar form.
2. The Village President and Village Clerk are hereby authorized to execute and attest the Agreement.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2022

AS FOLLOWS:

VOTING “AYE”: _____

VOTING “NAY”: _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2022

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

EXHIBIT A- AGREEMENT

RESOLUTION 22-05

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE RESOLVING TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT FOR DESIGN & CONSTRUCTION ENGINEERING SERVICES FOR THE 2022 PAVEMENT MAINTENANCE PROGRAM

WHEREAS, the Village of Poplar Grove, through successful funding initiatives, is dedicated to rebuilding and maintaining streets through its Road Maintenance Program; and

WHEREAS, the Village has identified the need to provide pavement maintenance to various roadways within the Village; and

WHEREAS, pursuant to State Statute, public works projects in excess of \$25,000 are to be publicly bid or awarded via supermajority vote of the Board of Trustees; and

WHEREAS, it is necessary to prepare plans, contract documents and specifications to undergo the public bidding process; and

WHEREAS, Village desires to begin design engineering for the 2022 Pavement Maintenance Program; and

WHEREAS, the Village has determined that it is in the best interest of its citizens to complete the work as herein described above.

NOW THEREFORE BE IT RESOLVED, by the President and Board of Trustees of the Village of Poplar Grove, Boone County, Illinois that by the adoption of this Resolution:

1. The above recitals are incorporated herein and made part hereof.
2. The Village hereby approves the professional service agreement hereto as Exhibit A and made part of this resolution.
3. The Village President is hereby authorized to sign the professional service agreement for the 2022 Pavement Maintenance Program.
4. The Village Clerk of Poplar Grove shall attest the same after the signature of the Village President.

Adopted this 9th day of February 2022.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2022

AS FOLLOWS:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2022

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK



To: The Village President and Board of Trustees

From: Chris Dopkins, P.E., Village Engineer

Re: 2022 Pavement Maintenance Program

Date: January 27, 2022

Staff has been working on the 2022 Pavement Maintenance Program, and attached is a map that depicts the proposed improvements which are generally described as follows:

- Hill Street between Main and Park: Scope of work is to resurface Hill Street.
- Sherman Lane between State and Oak: Scope of work is to remove/replace areas of curbing that have settled, adjust the manholes to grade and install chimney seals where needed, upgrade the existing ADA ramps such they are compliant with current regulations, install leveling binder where the pavement has settled and resurface the roadway.
- Boeing Trail spot repairs: Staff had originally targeted this area for improvements last year, however, we did not have adequate budget available to complete the work. The scope of work is to remove/replace areas of curbing that have heaved, repair the inlets and patch the pavement along the curbing that has failed.
- If budget allows, we may include a handful of inlet and manhole repairs at various locations.

Total construction cost is approximately \$230,000 which will be funded through the Village's Road & Bridge and MFT Funds. Attached to this memo is a resolution to authorize engineering services for the 2022 Pavement Maintenance Program. Assuming approval at the February Board Meeting, we would anticipate obtaining IDOT approval of the bid specifications in early April, and please note that this is weather dependent as some surveying that is needed to design the ADA ramps. Surveying will be completed as soon as the snow cover is reduced to the point where we can complete the survey efficiently. Bid letting will then occur in April with a May bid opening. Construction contract will then be awarded in May (or June if weather is uncooperative) and construction would begin in mid-June and would be complete by the end of July.

I look forward to discussing this with the Board. In the meantime, please do not hesitate to contact me at 636-9590 if I may provide additional assistance.

Village of Poplar Grove 2022 Road Improvements

2022 - Resurface Hill Street
between Park and Main (\$25k)

2022 - Resurface Sherman Lane
between State and Oak (\$130k)

2022 - Resurface Rodger Day
Drive between Countryside and
Menge (\$67k)

2022 - Remove & Replace Curb
and Gutter, Repair Inlets, Patch
Street as Needed (\$11k)



WinGIS cannot and does not warrant the accuracy of: property and boundary lines, dimensions of parcels and lots, location of structures or improvements, and topographic or geologic features on the land. Only on-site verification or field surveys by a licensed

0 1,950 3,900 Feet

SCALE: 1:23,450

WIN GIS
Winnebago County Geographic Information System

Village of Poplar Grove
200 South Hill Street
Poplar Grove, IL 61065

Date: January 27, 2022McM. Project No. M0032-7-22-00001

PROJECT DESCRIPTION: 2022 Village Wide Pavement Maintenance Program. Project is to include HMA resurfacing of roadways, patching, shouldering improvements, adjustment of manholes/valve boxes, milling of butt joints, ADA upgrades to existing sidewalk ramps, removal/replacement of curbing and miscellaneous inlet repairs. Proposed construction budget for the program is approximately \$239,000. Approximately \$140,000 of the program will be funded with Motor Fuel Tax funds and therefore the design and construction for the entire program must be complaint with MFT procedures. Remainder of project costs will be funded with Road and Bridge Funds.

SCOPE OF SERVICES: Field measurement and assessment of roads, curbing and inlets identified by the Village of Poplar Grove in order to determine contract quantities. Provide topographic survey of for ADA ramp improvements and design of ADA ramp improvements. Provide specifications, contract and bidding documents in accordance with Motor Fuel Tax Fund procedures for use in bidding and construction phases. Provide review of bids, answer contractor questions during bid phase, conduct pre-bid meeting, and prepare written recommendation to the Village Board for contract award, prepare contracts for Village and Contractor signature. Conduct pre-construction meeting; provide construction engineering services on a part time, as-needed basis or as otherwise requested by the Village of Poplar Grove.

SPECIAL TERMS (Refer Also To General Terms & Conditions - Reverse Side)

Village of Poplar Grove is responsible for bid advertisement costs, and material testing costs if desired by the Village. Services and Compensation sections contained in this agreement, as well as any memorandum, letters, and other written and verbal correspondence and dialog pertaining to this agreement are considered confidential and proprietary, and shall not be released or otherwise made available to any 3rd party without the express written consent of McMahon Associates, Inc.

COMPENSATION (Does Not Include Permit Or Approval Fees)☐ Rates Per Attached Fee Schedule☐ Lump Sum: \$☒ Other: Time and Expense (estimated @ \$22,500.00, this estimate is for planning purposes only, actual cost may vary from estimate due to circumstances beyond the control of the Village, Contractor and McMahon Associates, Inc.)

The Agreement Fee Is Firm For Acceptance Within Sixty (60) Days From Date Of This Agreement.

COMPLETION SCHEDULE: Documents to be completed in time to advertise for bid letting and award bid on May 18, 2022, unless weather conditions dictate otherwise. Construction is expected to occur in June and July of 2022.

ACCEPTANCE:

The General Terms & Conditions Outlined On The Back Of This Page And The Scope Of Services Defined In The Above Agreement Are Accepted, and McMAHON ASSOCIATES, INC. Is Hereby Authorized To Proceed With The Services.

☐ This Agreement Confirms Our Written Proposal, Dated:N/A☐ This Agreement Confirms Our Verbal Estimated On:N/A**OWNER: Village of Poplar Grove**

By: _____

Title: Village PresidentDate: February 9, 2022**McMAHON ASSOCIATES, INC.****Machesney Park, Illinois**

By: _____

Christopher D. Dopkins, P.E.Title: Associate/Municipal & Civil EngineerDate: February 9, 2022Project Manager: CDD

Please Return One Copy For Our Records
1700 Hutchins Road / Machesney Park, IL 61115
(815)636-9590 / (815)636-9591 - FAX

McMAHON

ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.
GENERAL TERMS & CONDITIONS

1. McMAHON ASSOCIATES, INC. (hereinafter referred to as 'McMAHON') will bill the Owner monthly with net payment due in 30-days. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, McMAHON may, after giving 48-hours notice, suspend service under any Agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. These expenses include service charges on past due invoices, collection agency fees and attorney fees incurred by McMAHON to collect all monies due McMAHON. McMAHON and Owner hereby acknowledge that McMAHON has and may exercise lien rights on subject property.
2. The stated fees and Scope of Services constitute our best estimate of the fees and tasks required to perform the services as defined. This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. McMAHON will promptly inform the Owner in writing of such situations so changes in this Agreement can be negotiated, as required.
3. The stipulated fee is firm for acceptance by the Owner for 60-days from date of Agreement publication.
4. Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Owner's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.
5. Reimbursable expenses incurred by McMAHON in the interest of the project including, but not limited to, equipment rental will be billed to the Owner at cost plus 10% and sub-consultants at cost plus 12%. When McMAHON, subsequent to execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Owner has been notified and agrees to these costs.
6. McMAHON will maintain insurance coverage in the following amounts:

Worker's Compensation	Statutory
General Liability	
Bodily Injury - Per Incident / Annual Aggregate.....	\$1,000,000 / \$2,000,000
Automobile Liability	
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
Professional Liability Coverage	\$2,000,000

If the Owner requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Owner. McMAHON's liability to Owner for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract is limited to ten (10) times McMAHON's fee not to exceed to \$500,000.
7. The Owner agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Owner's purpose. All unresolved claims, disputes and other matters in question between the Owner and McMAHON shall be submitted to mediation, if an agreement cannot be reached by Owner and McMAHON.
8. Termination of this Agreement by the Owner or McMAHON shall be effective upon 7-days written notice to the other party. The written notice shall include the reasons and details for termination; payment is due as stated in paragraph 1. If the Owner defaults in any of the Agreements entered into between McMAHON and the Owner, or if the Owner fails to carry out any of the duties contained in these terms and conditions, McMAHON may, upon 7-days written notice, suspend its services without further obligation or liability to the Owner unless, within such 7-day period, the Owner remedies such violation to the reasonable satisfaction of McMAHON.
9. Re-use of any documents or AutoCAD representations pertaining to this project by the Owner for extensions of this project or on any other project shall be at the Owner's risk and the Owner agrees to defend, indemnify and hold harmless McMAHON from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the documents or AutoCAD representations by the Owner or by others acting through the Owner.
10. Purchase Orders - In the event the Owner issues a purchase order or other instrument related to the Engineer's services, it is understood and agreed that such document is for Owner's internal accounting purposes only and shall in no way modify, add to or delete any of the terms and conditions of this Agreement. If the Owner does issue a purchase order, or other similar instrument, it is understood and agreed that the Engineer shall indicate the purchase order number on the invoice(s) sent to the Owner.
11. McMAHON will provide all services in accordance with generally accepted professional practices. McMAHON will not provide or offer to provide services inconsistent with or contrary to such practices nor make any other warranty or guarantee, expressed or implied, nor to have any Agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, McMAHON will not accept those terms and conditions offered by the Owner in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
12. McMAHON intends to serve as the Owner's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, approvals and other decisions made by McMAHON for the Owner are rendered on the basis of experience and qualifications and represent our professional judgment. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against either the Architect or McMAHON.
13. This Agreement shall not be construed as giving McMAHON the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by Contractors or Subcontractors, or the safety precautions and programs incident to the work of the Contractors or Subcontractors.
14. The Owner shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use by the Owner. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Owner. McMAHON shall have no responsibility for such issues or resulting damages.

ORDINANCE NO. 2022-03

**AN ORDINANCE OF THE VILLAGE OF POPLAR GROVE, ILLINOIS
ESTABLISHING THE REVISED MEETING DATES AND TIMES OF THE
BOARD OF TRUSTEES OF THE VILLAGE OF POPLAR GROVE AND ITS
COMMITTEES AND COMMISSIONS FOR CALENDAR YEAR 2022**

WHEREAS, the Village of Poplar Grove, Illinois (“Village”) is a municipal corporation organized under the laws of the State of Illinois; and,

WHEREAS, the Village is subject to the provisions of the Illinois Open Meetings Act (the “Act”); and

WHEREAS, pursuant to the Act, the Village is to give notice of an annual schedule of regular meetings of its Village Board, Village committees, and Village commissions.

NOW, BE IT ORDAINED, BY THE PRESIDENT AND THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF POPLAR GROVE, ILLINOIS AS FOLLOWS:

1. The foregoing recitals are incorporated herein and made a part hereof.
2. That the revised dates and times of the regularly scheduled meetings of the Village Board of Trustees, Village committees and Village commissions for calendar year 2022 is as set forth in Exhibit A, attached hereto and incorporated herein.
3. All meetings of the Village Board of Trustees, Village committees and Village commissions shall be held at Village Hall, 200 N. Hill Street, Poplar Grove, IL 61065.
4. Except as amended in this Ordinance, all other provisions and terms of Village Code of Ordinances shall remain in full force and effect as previously enacted except that those ordinances, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.
5. This Ordinance shall be in full force and effect after its approval, passage and publication in pamphlet form as required by law.

Passed and adopted by the Village Board of Trustees of the Village of Poplar Grove this _____ day of _____, 2022.

AYES:

NAYS:

ABSTENTIONS:

APPROVED:

PUBLISHED:

Don Sattler, Village President

ATTEST:

Karri Anderberg, Village Clerk

Exhibit A

2022 Meeting Dates								
January:			May:			September:		
10	Committee	6:30 PM	11	Board	7:00 PM	14	Board	7:00 PM
19	Board	7:00 PM	18	Board	7:00 PM	21	Board	7:00 PM
26	P&Z Comm.	6:00 PM	25	P&Z Comm.	6:00 PM	28	P&Z Comm.	6:00 PM
February:			June:			October:		
9	Board	7:00 PM	8	Board	7:00 PM	12	Board	7:00 PM
16	Board	7:00 PM	15	Board	7:00 PM	19	Board	7:00 PM
23	P&Z Comm.	6:00 PM	22	P&Z Comm.	6:00 PM	26	P&Z Comm.	6:00 PM
March:			July:			November:		
9	Board	7:00 PM	13	Board	7:00 PM	9	Board	7:00 PM
16	Board	7:00 PM	20	Board	7:00 PM	16	Board	7:00 PM
23	P&Z Comm.	6:00 PM	27	P&Z Comm.	6:00 PM	23	P&Z Comm.	6:00 PM
April:			August:			December:		
13	Board	7:00 PM	10	Board	7:00 PM	14	Board	7:00 PM
20	Board	7:00 PM	17	Board	7:00 PM	21	Board	7:00 PM
27	P&Z Comm.	7:00 PM	24	P&Z Comm.	6:00 PM	28	P&Z Comm.	6:00 PM



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

200 Hill Street, Poplar Grove, IL 61065
Phone: (815) 765-3201 – Fax: (815) 765-3571
www.villageofpoplargo.com

February 7, 2022

Re: Garbage Can Ordinance

Village Board,

The Clerk's office has done the research regarding what other municipalities are doing with their garbage can ordinances. The clerk's office has reached out to approx. 10 different villages/cities to see what they do. We found that only one other municipality requires the cans to be behind some type of fencing and one municipality states if its in a sealed garbage can, they allow them to be wherever on the property. Most municipality require them to be on the side or back of the house in a sealed garbage can.

The Clerk's office is asking that you change the ordinance to state the following or something similar:

In residential districts: All containers shall be in conformance with this code's restrictions on refuse removal and shall be kept to the rear or side of the principal structure or within a garage or accessory structure, except at those times designated for removal.

The Clerk's office would like the board to decide regarding the fine for not following the sight tight ordinance. Some municipalities give one warning and then give a monetary fine after that. Some go right to giving a monetary fine. Currently our ordinance states we give a \$100.00 fine each time there is a violation.

In addition, the Clerk's office would like you to look at the commercial sight tight ordinance and decide if you would like to change anything.

Thanks,

Karri Anderberg
Village Clerk

ORDINANCE NO. 2021-43

AN ORDINANCE OF THE VILLAGE OF POPLAR GROVE, ILLINOIS AMENDING TITLE 1—ADMINISTRATION, CHAPTER 6—VILLAGE OFFICERS AND EMPLOYEES OF THE VILLAGE CODE

WHEREAS, the Village of Poplar Grove (“Village”) has adopted a Code of Ordinances; and

WHEREAS, Title 1—Administration, Chapter 6—Village Officers and Employees currently references the title, duties, and responsibilities of the position of Village Officers and Employees; and

WHEREAS, the Village desires to amend Section 1-6G-1 of Chapter 6 of the Code to alter the titles, duties, and responsibilities of the Building Official within the Village as set forth herein; and

WHEREAS, the Village has determined such amendments are in the best interest of the Village and its citizens.

NOW THEREFORE, be it ordained by the Village President and Board of Trustees for the Village of Poplar Grove, Illinois, as follows:

1. The above recitals are incorporated herein and made a part hereof.
2. That Title 1—Administration, Chapter 6—Village Officers, Employees, and Contractors, Article G—Building Official of the Village Code of Ordinances is amended to read as follows (language to be stricken shown as strikethrough, language to be added shown as bold and underlined):

“ARTICLE G. —BUILDING ~~OFFICIAL~~ **DEPARTMENT**.

1-6G-1. ~~OFFICE~~ **DEPARTMENT** CREATED.

There is created the office of Village Building ~~Official~~ **Department**, and the executive in charge shall be known as the Building Official.

Section 1-6G-2. —~~APPOINTMENT~~ **CONTRACTED SERVICE**.

The ~~Contractors within the Village~~ Building **Department** ~~Official~~ shall be appointed by the Village President with the advice and consent of the Board. **staffed through a contract service agreement subject to approval by the corporate authorities. Building Department contractors shall serve under the supervision and control of the Village Clerk or their designee.**

Section 1-6G-3. —~~TERM~~.

~~The Building Official shall serve in office until his successor has been appointed.~~

~~Section 1-6G-4. TEMPORARY ABSENCE OR DISABILITY.~~

~~During the temporary absence or disability of the Building Official, the President shall designate an acting Building Official."~~

3. Except as amended in this Ordinance, all other provisions and terms of Village Code of Ordinances shall remain in full force and effect as previously enacted except that those ordinances, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.
4. This Ordinance shall be in full force and effect after its approval, passage and publication in pamphlet form as required by law.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2021

ATTEST:

CLERK

PRESIDENT

ORDINANCE NO. 2021-43

AN ORDINANCE OF THE VILLAGE OF POPLAR GROVE, ILLINOIS AMENDING TITLE 1—ADMINISTRATION, CHAPTER 6—VILLAGE OFFICERS AND EMPLOYEES OF THE VILLAGE CODE

WHEREAS, the Village of Poplar Grove (“Village”) has adopted a Code of Ordinances; and

WHEREAS, Title 1—Administration, Chapter 6—Village Officers and Employees currently references the title, duties, and responsibilities of the position of Village Officers and Employees; and

WHEREAS, the Village desires to amend Section 1-6G-1 of Chapter 6 of the Code to alter the titles, duties, and responsibilities of the Building Official within the Village as set forth herein; and

WHEREAS, the Village has determined such amendments are in the best interest of the Village and its citizens.

NOW THEREFORE, be it ordained by the Village President and Board of Trustees for the Village of Poplar Grove, Illinois, as follows:

1. The above recitals are incorporated herein and made a part hereof.
2. That Title 1—Administration, Chapter 6—Village Officers, Employees, and Contractors, Article G—Building Official of the Village Code of Ordinances is amended to read as follows (language to be stricken shown as strikethrough, language to be added shown as bold and underlined):

“ARTICLE G. —BUILDING ~~OFFICIAL~~ **DEPARTMENT**.

1-6G-1. ~~OFFICE~~ **DEPARTMENT** CREATED.

There is created the office of Village Building ~~Official~~ **Department**, and the executive in charge shall be known as the Building Official.

Section 1-6G-2. —~~APPOINTMENT~~ **CONTRACTED SERVICE**.

The ~~Contractors within the Village~~ Building **Department** ~~Official~~ shall be ~~appointed by the Village President with the advice and consent of the Board.~~ **staffed through a contract service agreement subject to approval by the corporate authorities. Building Department contractors shall serve under the supervision and control of the Village Clerk or their designee.**

Section 1-6G-3. —~~TERM~~.

~~The Building Official shall serve in office until his successor has been appointed.~~

~~Section 1-6G-4. TEMPORARY ABSENCE OR DISABILITY.~~

~~During the temporary absence or disability of the Building Official, the President shall designate an acting Building Official."~~

3. Except as amended in this Ordinance, all other provisions and terms of Village Code of Ordinances shall remain in full force and effect as previously enacted except that those ordinances, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.
4. This Ordinance shall be in full force and effect after its approval, passage and publication in pamphlet form as required by law.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2021

ATTEST:

CLERK

PRESIDENT

ORDINANCE NUMBER: 2021-45**AN ORDINANCE OF THE VILLAGE OF POPLAR GROVE AMENDING
ARTICLE VII, BUILDING REGULATIONS, OF THE VILLAGE OF POPLAR GROVE
CODE OF ORDINANCES**

WHEREAS, the Village of Poplar Grove, Illinois (“Village”) has adopted a Village Code of Ordinances (“Code”); and

WHEREAS, Title VII sets forth Building Regulations for construction of all structures within the Village; and

WHEREAS, the Village desires to amend Title VII of the Code; and

WHEREAS, the Village has determined such amendment is in the best interest of the Village and its citizens.

NOW THEREFORE, be it ordained by the President and Board of Trustees of the Village of Poplar Grove, Illinois as follows:

1. The above recitals are incorporated herein and made a part hereof.
2. That Title VII of the Village Code of Ordinances entitled “Building Regulations” is amended as set forth in the document attached hereto as Exhibit A and incorporated by reference with deletions shown as strikethroughs and new language as bold and underlined.
3. Except as amended in this Ordinance, all other provisions and terms of Village Code of Ordinances shall remain in full force and effect as previously enacted except that those ordinances, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.
4. This Ordinance shall be in full force and effect after its approval, passage and publication in pamphlet form as required by law.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING “AYE”: _____

VOTING "NAY": _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2021

ATTEST:

CLERK

PRESIDENT

ORDINANCE NUMBER: 2021-45

**AN ORDINANCE OF THE VILLAGE OF POPLAR GROVE AMENDING
ARTICLE VII, BUILDING REGULATIONS, OF THE VILLAGE OF POPLAR GROVE
CODE OF ORDINANCES**

WHEREAS, the Village of Poplar Grove, Illinois (“Village”) has adopted a Village Code of Ordinances (“Code”); and

WHEREAS, Title VII sets forth Building Regulations for construction of all structures within the Village; and

WHEREAS, the Village desires to amend Title VII of the Code; and

WHEREAS, the Village has determined such amendment is in the best interest of the Village and its citizens.

NOW THEREFORE, be it ordained by the President and Board of Trustees of the Village of Poplar Grove, Illinois as follows:

1. The above recitals are incorporated herein and made a part hereof.
2. That Title VII of the Village Code of Ordinances entitled “Building Regulations” is amended as set forth in the document attached hereto as Exhibit A and incorporated by reference with deletions shown as strikethroughs and new language as bold and underlined.
3. Except as amended in this Ordinance, all other provisions and terms of Village Code of Ordinances shall remain in full force and effect as previously enacted except that those ordinances, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.
4. This Ordinance shall be in full force and effect after its approval, passage and publication in pamphlet form as required by law.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING “AYE”: _____

VOTING “NAY”: _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2021

ATTEST:

CLERK

PRESIDENT

RESOLUTION NUMBER: 2021-69**A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS TO APPROVE THE PROFESSIONAL SERVICE AGREEMENT WITH B&F CONSTRUCTION CODE SERVICES, INC. TO PROVIDE A VILLAGE ZONING ADMINISTRATOR**

WHEREAS, the Village of Poplar Grove, Illinois (“Village”) desires to engage the services of a Zoning Administrator for the Village and

WHEREAS, the contract for services of a Zoning Administrator require “a high degree of professional skill” and are exempt from the public bidding process pursuant to 65 ILCS 5/8-10-4; and

WHEREAS, pursuant to Section 8-4-1 of the Village Zoning Code states, “For the purpose of this section, the Building Official, hereinafter referred to as Zoning Administrator shall serve in this capacity”; and

WHEREAS, B&F Construction Code Services, Inc. currently serves as the Village Building Official; and

WHEREAS, B&F Construction Code Services, Inc. has submitted a Professional Services Agreement (“Agreement”) to provide a Zoning Administrator to the Village, which Agreement is attached to this resolution as Exhibit A and incorporated herein; and

WHEREAS, the Village has determined it is in the best interest of the Village and its citizens to enter into the Agreement.

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

1. The above recitals are incorporated herein and made a part hereof.
2. The Village hereby accepts and approves the Agreement attached hereto as Exhibit A, or one in substantially similar form.
3. The Village President and Village Clerk are hereby authorized to execute and attest the Agreement

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS ____ DAY OF _____, 2021

AS FOLLOWS:

VOTING “AYE”: _____

VOTING "NAY":

ABSENT, ABSTAIN, OTHER

APPROVED _____, 2021

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

EXHIBIT A- AGREEMENT

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3. The Village President and Village Clerk are hereby authorized to execute and attest the Agreement

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS ____ DAY OF _____, 2021

AS FOLLOWS:

VOTING “AYE”: _____

VOTING “NAY”: _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2021

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

EXHIBIT A- AGREEMENT