



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, October 12, 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)

APPROVAL OF MINUTES (Voice Vote)

1. Motion to approve minutes from September 14, 2022 board meeting

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.*

NEW BUSINESS

2. Discuss/approve waving of disconnection fee of \$110.00 for 129 Titleist Trail

3. Discuss/approve **Resolution 2022-37** a resolution of the Village of Poplar Grove, Illinois to approve and authorize the Village president to execute an amendment to the renewal standard rental service agreement for uniform and facilities services products for the Village of Poplar Grove with Cintas

4. Discuss/approve the purchase of playground equipment from Cunningham Recreation d/b/a Game Time in the amount of \$61,645.56 from the Capital Improvement Fund

5. Discuss/approve **Resolution 2022-38** a resolution of the Village of Poplar Grove, Illinois to Approve and Authorize the Village President to Execute an Intergovernmental Agreement with the Belvidere Township Park District Regarding Mansfield Park

GOOD OF THE VILLAGE

Board of Trustees October 19, 2022 7:00pm

Planning and Zoning October 26, 2022 6:00pm

Trick or Treating October 31, 2022 4:00pm-7:00pm

Board Training November 1, 2022 6:00 pm

Board of Trustees November 9, 2022 7:00pm

Board of Trustees November 16, 2022 7:00pm

Tree Lighting November 19, 2022 4:00pm -6:00 pm

ADJOURNMENT (Voice Vote)

KJA 10/10/2022



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, September 14, 2022 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

MINUTES

CALL TO ORDER

Meeting called to order at 7:00pm by President Sattler

ROLL CALL

PRESENT

President Don Sattler

Finance Chairman Eric Miller

Admin Chairman Ron Quimby

Trustee Jeff Goings

Trustee Ed Wethington

Trustee Dan Cheek

Trustee Betsy Straw

Clerk Karri Anderberg

Attorney Dave Kurlinkus

Public Works Director David Howe

Wastewater Director Ion Steer

Treasurer Carina Boyd

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

no phone participation

APPROVAL OF AGENDA (Voice Vote)

Motion made by Finance Chairman Miller, Seconded by Trustee Goings. Motion passed by voice vote

APPROVAL OF MINUTES (Voice Vote)

1. Motion to approve minutes from the August 10, 2022 meeting
Motion made by Trustee Wethington, Seconded by Finance Chairman Miller. Motion passed 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.*

no public comment

NEW BUSINESS

2. Motion to discuss/approve **Resolution 2022-33** a resolution of the Village of Poplar Grove, Illinois approving the annual audit for fiscal year May 1, 2021 - April 30, 2022
Motion made by Finance Chairman Miller, Seconded by Trustee Cheek.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek, Trustee Straw
Jen Martinson from Lauterbach and Amen came and presented the audit report. Mrs. Martinson stated that the report came back as unmodified opinion. which is the best a municipality can have.
3. Motion to discuss/approve capital asset reporting packages with Lauterbach & Amen, LLP
Motion made by Finance Chairman Miller, Seconded by Trustee Wethington.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek, Trustee Straw
Jen Martinson explained the different packages.
Treasurer Boyd explained the village only needs to first level due to our size.
Motion made by Finance Chairman Miller, Seconded by Trustee Wethington to . Motion passed by voice vote.
4. Motion to discuss/approve **Resolution 2022-34** a resolution of the Village of Poplar Grove, Illinois authorizing the village to approve a collective bargaining agreement between the Village of Poplar Grove and the International Union of Operating Engineers, Local 150
Motion made by Finance Chairman Miller, Seconded by Trustee Cheek.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Wethington, Trustee Cheek, Trustee Straw
Voting Abstaining: Trustee Goings
Trustee Miller explained the contract.

5. Motion to discuss/approve issuance of Request for Proposals for waste hauling, recycling and collection franchise services
 Motion made by Trustee Wethington, Seconded by Trustee Cheek.
 Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek, Trustee Straw
- Roxanne Sosnowski explained the RFP and what the village is asking for.
6. Motion to discuss/approve application for grant through the Illinois Open Space Land acquisition and development for park equipment for Mansfield Park.
 Motion made by Trustee Goings, Seconded by Finance Chairman Miller.
 Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek, Trustee Straw
- Rick Borrett - would like the board to put in a park on the Saratoga lots. feels its the best use for the lots. Mr. Borrett stats that the 4 adjacent neighborhoods have paid \$179,404.40 last year to the park district and at least they can do is give us a park. Mr. Borrett showed pictures of the flooded areas that are available at the clerks office.
 David Allgood- Thinks the board is pushing this too fast and want them to do more research
- Paul Chorosktecki - Has lived in the village since his kids were little and the builder promised the residents a walking path and park when they built their home.
 Felecia Colburn - Moved here with her family after being in the Army and would like a place for her kids to play.
 Aly Graham - Has a family and would love a park for her subdivision that she can take her too.
 Cherie Bartelt - does not think a park is needed. Ms. Bartelt feels they are a waste of money.
 Trustees and President Sattler discussed the grant and asked questions.
 Trustee Wethington called to question and the trustees voted
7. Motion to approve a waiver of attorney-client privilege regarding the October 17, 2020 memorandum issued by Sosnowski Szeto LLP regarding Mansfield Park for the limited purpose of providing a copy of said memo to the Belvidere Park District in conjunction with development of said park property.
 Motion made by Finance Chairman Miller, Seconded by Trustee Wethington.
 Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek, Trustee Straw
 Trustee Miller explained that the park district would like to see the memo that Attorney Aaron Szeto gave to board.
 David Allgood- feels like the memo should not be released.
8. Motion to discuss/approve process and procedure for vacant properties within the Village of Poplar Grove
 Motion made by Finance Chairman Miller, Seconded by Trustee Wethington.

Clerk Anderberg explained that the village is seeing more vacant properties and since Covid it is taking the banks longer to take back the properties and get them sold. Clerk Anderberg explained that there is one home in the village that has been vacant since early 2019 and the bank has still not taken over the property. Even when the bank takes over they are slow to cut the grass. Public works does not have the man power to mow lots every week.

Clerk Anderberg is asking for stricter rules for vacant properties to help keep up. Clerk Anderberg will be working with the attorney's office and bringing a ordinance change in the next month or two.

GOOD OF THE VILLAGE

Board of Trustees Meeting September 21, 2022 - 7:00 pm

Planning and Zoning Meeting September 28, 2022 - 6:00 pm

Board of Trustees Meeting October 12, 2022 - 7:00 pm

Board of Trustees Meeting October 19, 2022 - 7:00pm

Trick or Treating Hours October 31, 2022 - 4:00pm - 7:00pm

ADJOURNMENT (Voice Vote)

Motion made by Trustee Wethington, Seconded by Trustee Goings. Motion passed by voice vote

meeting adjourned at 9:20pm

Karri Anderberg

From: [REDACTED]
Sent: Monday, October 3, 2022 11:00 AM
To: Karri Anderberg
Subject: Water Bill

I am writing to get a refund of a service fee for my water bill at 129 Titleist Trail, Poplar Grove. I was out of town for a time and did have an outstanding balance on my account. Upon my return however, I received a shut off notice stating that the bill had to be paid by the 20th, as it was, or water would be shut off. On the 20th the Water/Sewer department shut off the water to my house. On that same day Water was restored after the Village water / sewer Department received a call from me and also received the payment. The bill was late and I totally understand the late fee however when a notice is sent out that a payment has to be made by a certain date, and it was, a turn off fee cannot be added to my bill. Do to these circumstances, and meeting the payment date, I would ask for the \$110 to be removed from my water bill.

Thank you,

Matt Weckler
[REDACTED]



POPLAR GROVE

200 N. Hill St
Poplar Grove IL, 61065
www.poplargo-ill.gov

REMITTANCE STUB

ACCOUNT NUMBER	[REDACTED]
DUE DATE	08/20/22
AMOUNT AFTER DUE DATE	258.90
PLEASE PAY THIS AMOUNT	\$235.36



\$ _____
AMOUNT PAID

MATHEW & SUSAN WECKLER
129 TITLEIST TRL
POPLAR GROVE, IL 61065-7808

Make Checks Payable to: VILLAGE OF POPLAR GROVE
200 N. Hill Street, Poplar Grove, IL 61065
To Pay by Credit Card Visit www.poplargo-ill.gov



PLEASE RETURN THE TOP PORTION OF THE BILL WITH YOUR PAYMENT AND KEEP THE BOTTOM PORTION FOR YOUR RECORDS.



POPLAR GROVE

Village of Poplar Grove
200 N. Hill Street
Poplar Grove, IL 61065
Monday-Friday 8:30 AM to 4:30 PM
For customer service, call (815) 765-3201

Water/Sewer Bill



ANNOUNCEMENTS

Yard Waste Pick-Up will be through November 28, 2022

Trick or Treating Hours will be 4:00 PM - 7:00 PM on October 31, 2022

Village of Poplar Grove Tree Lighting will be on November 19, 2022 4:00 PM - 6:00 PM at Village Hall. More details to come.

BILLING INFORMATION

Account Number: [REDACTED]
Service Address: 129 TITLEIST TRAIL
Billing Period: 06/16/2022 To 07/15/2022
Billing Days: 30
Due Date: 08/20/2022

Water Quality Reports 2021

Go to <https://www.poplargo-ill.gov/water-sewer/page/consumer-confidence-reports-ccr> to view your annual water quality report. This report contains important information about the source and quality of your drinking water during 2021. For a paper copy please call 815-765-3201 or stop in at Village Hall.

Base Rates include first 2,000 gallons of consumption.

METER INFORMATION

CODE	METER ID	READ TYPE	PREVIOUS READ	CURRENT READ	USAGE
WATER	53997635	Auto	1059000	1074000	15000

CURRENT BILL DETAILS

CHARGE TYPE	CONSUMPTION	AMOUNT
WATER BASE		\$15.90
WATER USAGE	15000	\$34.32
SEWER BASE		\$31.84
SEWER USAGE	15000	\$137.93

Account Number: [REDACTED]

PAST DUE AMOUNT - PAY NOW	15.37
CURRENT BILL AMOUNT DUE	219.99
CURRENT BILL DUE DATE	08/20/22
PLEASE PAY THIS AMOUNT	\$235.36



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

MATHEW & SUSAN WECKLER
129 TITLEIST TRL
POPLAR GROVE, IL 61065-7808

August 24, 2022

Re: Account# [REDACTED]
Amount Due: \$257.35

Service Address: 129 TITLEIST TRAIL

Dear MATHEW & SUSAN WECKLER [REDACTED]

Our records indicate we did not receive your water and sewer payment and your account is now past due.

This is your final notice and if your account is not in compliance, or a payment arrangement has not been made by the first of the month, your account will be subjected to disconnection.

If your service has been disconnected for non-payment, there will be an additional one hundred ten (\$110.00) disconnection/turn on fee, which will be applied to your account.

Services will not be restored until the past due balance is paid in full.

If this correspondence has crossed in the mail with your payment, please disregard this notice.

The Village of Poplar Grove
Water & Sewer Administration Department

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

History Detail Report

Tuesday, October 4, 2022

Item 2.

1/2

Location ID: [REDACTED]
Account #: [REDACTED]
Service Address: 129 TITLEIST TRAIL
Customer Name: MATHEW & SUSAN WECKLER

Posted	Created	Action	Item - or - User	Amount	Balance
		Read	Usage	Other Info	
09/29/22	09/29/22 12:14	Bill Calculated	08/16/22-09/15/22	\$100.74	\$210.74
09/19/22	09/19/22 13:36	Payment Posted	R22-103864	\$206.74	\$110.00
09/14/22	09/14/22 16:08	Meter Read	Water		\$316.74
		1094000	6000	Auto	
09/06/22	09/06/22 13:06	Payment Posted	R22-102962	\$257.35	\$316.74
09/06/22	09/06/22 11:19	Bill Adjustment	WATER TURN ON FEE	\$110.00	\$574.09
08/30/22	08/30/22 14:49	Bill Calculated	07/16/22-08/15/22	\$206.74	\$464.09
08/24/22	08/24/22 10:04	Past Due Notice Sen	Past Due=\$257.35		\$257.35
				\$0.00	
08/24/22	08/24/22 9:56	Penalty		\$21.99	\$257.35
08/16/22	08/17/22 13:52	Meter Read	Water		\$235.36
		1088000	14000	Auto	
07/28/22	07/28/22 12:33	Bill Calculated	06/16/22-07/15/22	\$219.99	\$235.36
07/25/22	07/25/22 13:43	Payment Posted	R22-101167	\$153.74	\$15.37
07/21/22	07/21/22 10:12	Past Due Notice Sen	Past Due=\$169.11		\$169.11
				\$0.00	
07/21/22	07/21/22 10:05	Penalty		\$15.37	\$169.11
07/13/22	07/14/22 15:27	Meter Read	Water		\$153.74
		1074000	15000	Auto	
06/29/22	06/29/22 11:25	Bill Calculated	05/16/22-06/15/22	\$153.74	\$153.74
06/15/22	06/15/22 13:56	Meter Read	Water		\$0.00
		1059000	10000	Auto	
06/14/22	06/14/22 11:54	Payment Posted	R22-098933	\$125.25	\$0.00
06/01/22	06/01/22 11:05	Payment Posted	R22-098319	\$79.27	\$125.25
05/26/22	05/26/22 13:57	Bill Calculated	04/16/22-05/15/22	\$125.25	\$204.52
05/23/22	05/23/22 10:55	Past Due Notice Sen	Past Due=\$79.27		\$79.27
				\$0.00	
05/23/22	05/23/22 10:47	Penalty		\$7.20	\$79.27
05/16/22	05/16/22 14:41	Meter Read	Water		\$72.07
		1049000	8000	Auto	
04/28/22	04/28/22 12:08	Bill Calculated	03/16/22-04/15/22	\$72.07	\$72.07
04/18/22	04/18/22 14:24	Payment Posted	R22-096226	\$72.07	\$0.00
04/13/22	04/13/22 15:57	Meter Read	Water		\$72.07
		1041000	4000	Auto	
03/29/22	03/29/22 11:03	Bill Calculated	02/16/22-03/15/22	\$72.07	\$72.07
03/15/22	03/16/22 9:43	Meter Read	Water		\$0.00

03/15/22	03/15/22 11:08	1037000 Payment Posted	4000 R22-094523	Auto \$72.07	
02/25/22	02/25/22 11:33	Bill Calculated	01/16/22-02/15/22	\$72.07	\$72.07
02/22/22	02/22/22 14:00	Payment Posted	R22-093617	\$97.79	\$0.00
02/15/22	02/15/22 14:19	Meter Read	Water		\$97.79
01/27/22	01/27/22 11:52	1033000 Bill Calculated	4000 12/16/21-01/15/22	Auto \$97.79	\$97.79
01/14/22	01/14/22 14:43	Meter Read	Water		\$0.00
01/12/22	01/12/22 13:54	1029000 Payment Posted	6000 R22-091333	Auto \$84.93	\$0.00
12/28/21	12/28/21 10:25	Bill Calculated	11/16/21-12/15/21	\$84.93	\$84.93
12/15/21	12/15/21 12:04	Payment Posted	R21-089965	\$84.93	\$0.00
12/15/21	12/15/21 11:38	Meter Read	Water		\$84.93
11/29/21	11/29/21 13:41	1023000 Bill Calculated	5000 10/16/21-11/15/21	Auto \$84.93	\$84.93
11/15/21	11/16/21 8:19	Meter Read	Water		\$0.00
11/15/21	11/15/21 14:23	1018000 Payment Posted	5000 R21-088552	Auto \$84.93	\$0.00
10/28/21	10/28/21 15:28	Bill Calculated	09/16/21-10/15/21	\$84.93	\$84.93
10/19/21	10/19/21 12:05	Payment Posted	R21-087301	\$97.79	\$0.00
10/15/21	10/18/21 12:34	Meter Read	Water		\$97.79
		1013000	5000	Auto	

Total Usage: 86,000.00

Report Generated: 10/4/2022 10:01 AM

Report Options: Posted From: 10/4/2021 To: 10/4/2022

Location No. 0355 Agreement No. 210420094 Customer No. 14919338 Date _____
 Customer VILLAGE OF POPLAR GROVE Phone 815-765-3201
 Address 200 N HILL ST City POPLAR GROVE State IL Zip 61065-6500

UNIFORM PRICING:

Material#	Description	Rental Frequency	Inventory	Unit Price
X381	CARHARTT 5 PKT JN - Rental		ANY	0.364
X383	CARHARTT PANT - Rental	1	ANY	0.954

EMBLEM PRICING:

Material#	Description	Rental Frequency	Inventory	Unit Price

FACILITY SERVICES PRODUCTS PRICING:

Material#	Description	Rental Frequency	Inventory	Unit Price
X10184	3X5 ACTIVE SCRAPER - Rental	1	ANY	4.506
X27045	SIG AUTOSOAP DSP ALU - Rental	1	ANY	0.500
X27069	SIG SOAP SVC - Rental	1	ANY	3.031
X9207	SANIS BOWL CLIP SVC - Rental	1	ANY	1.889
X9326	800 ABFOAM SOAP SVC - Rental	1	ANY	2.000

- o This agreement is effective as of the date of execution for a term of 60 months from date of installation. 5/1/2022 - 5/1/2025
- o The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
- o COD Terms \$ _____ per week charge for delayed payment (if Amount Due is Carried to Following Week)
- o Credit Terms - Charge Payments due 10 Days After End of Month
- o Automatic Lost Replacement Charge: Material _____ % of Inventory \$ _____ EA
- o Make-Up Charge \$ 1.950 per garment.
- o Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ 0.150 per garment
- o Artwork Charge for Logo Mat \$ _____
- o Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- o Service Charge: \$ _____ per delivery.
 This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- o Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 5.000 per garment will be assessed for employees size changed within 4 weeks of installation.
- o Uniform Advantage \$ 0.090 per garment Premium Advantage \$ 0.000 per garment
- o Uniform and Premium Advantage covers damaged garments needing to be replaced outside of normal wear. Uniform Advantage and Premium Advantage do not cover lost or unreturned garments. The Customer or Company may cancel Uniform Advantage and Premium Advantage at any time.
- o Emblem Advantage \$ _____ per garment. Emblem Advantage covers name and company emblems initially selected by Customer. The Customer or Company may cancel Emblem Advantage at any time after six months from date of installation.
- o Prep Advantage \$ 0.040 per garment. Prep Advantage covers all costs associated with garment preparation. The Customer or Company may cancel Prep Advantage at any time after six months from date of installation.
- o Other Price adjustment will not go into affect during the term of this agreement.

- / / _____ Initial and check box if Unilease. All garments will be cleaned by Customer.
- / / _____ Initial and check box if receiving Linen Service. Company may make periodic physical inventories of items in possession or under control of customer.
- / / _____ Initial and check box if receiving direct embroidery. If service is discontinued for an employee, or Customer deletes any of the garments with direct embroidery for any reason, or terminates this agreement for any reason, or fails to renew the agreement. Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.
- / / _____ Initial and check box if declining the Uniform Advantage Program



STANDARD RENTAL SERVICE AGREEMENT

Item 3.

Customer certifies that it is is not a federal, state, or local government branch or agency.

This agreement is subject to the terms and conditions on the back of this agreement. By signing below, Customer agrees to and accepts the terms and conditions on the back of this agreement.

Cintas Loc.No 355 Rockford
By Dawontay Lewis
Title SSR
Accepted-GM _____

Please Sign Name _____
Please Print Name _____
Please Print Title _____
E-Mail _____

STANDARD UNIFORM RENTAL SERVICE AGREEMENT RENEWAL

1. The Customer, its successors and assigns ("**Customer**") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("**Company**") all of the Customer's requirements of garment rental services and other materials covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental material per year.
2. All garments and other rented materials will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.
3. Unless specified otherwise, the garments supplied under this Agreement are not personal protective equipment and have no special protective or other characteristics, including but not limited to, flame resistant or acid resistant properties. Specialty apparel and personal protective equipment may be available from Company upon request and would be covered under additional terms. Customer warrants that none of the employees for whom garments are supplied under this agreement require flame retardant or acid resistant clothing.
4. Customer is ultimately responsible for choosing the type and placement of any floor mats provided by Company and ensuring floor safety conditions at its locations. If a mat needs to be replaced for any reason prior to its next scheduled service, Customer should remove it and contact Company to request replacement.
5. Customer agrees to notify Company, in writing, of any hazardous materials, including lead, arsenic, hexavalent chromium and cadmium, that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.
6. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garment issued to that individual, or the current replacement value of same, have been returned or paid to Company. Any non-standard, or special products (i.e., logo mats) must be purchased by the Customer if service is stopped for any reason. If materials are lost or damaged by any means Customer will pay the then current replacement values for said materials. Should Customer require garment sizes that are outside the standard size range, customer agrees to pay the specific premium price for those materials and sizes designated under Uniform Pricing.
7. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, no more than 180 days, but no less than 90 days in advance of the expiration of the then current term. ~~Company has the right to increase prices.~~ ^{PK} The Customer has the right to reject the price increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.
8. Company is a licensee and not the owner of the Carhartt trademarked products. If Company should no longer have such license, then Company will substitute the Carhartt trademarked garments with garments of similar material and quality.
9. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.
- 10. Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental materials are paid for at the then current replacement values or returned to Company in good and usable condition.**
11. Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms and provisions of this agreement. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all garments and other products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination.
12. While this agreement is in effect, Customer agrees to pay a weekly minimum charge equal to 75% of (a) the charges on the initial invoice and (b) the charges for additional products and services added after the initial invoice.
13. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration laws. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie within the state where Customer is located.
14. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.
15. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders or other documents issued by customer, in which case, the terms of this agreement shall control.

16. This agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Company, provided, however, if a federal, state or local government body or its representative is a party to this agreement, the proposal modification, amendment, or supplement must be in a writing signed by a President or a Senior Vice President of Company.

17. If Company provides flame resistant clothing to Customer, Customer agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.

18. If Company provides high visibility garments to Customer, Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments.

19. Prevailing Wage/Living Wage. Customer understands and acknowledges individuals who provide services under this Agreement could be entitled to receive prevailing wages, living wages, or other minimum wages and/or benefits established by law ("Wage Statutes"). Customer understands and agrees that Customer is in sole possession and knowledge of the facts and circumstances necessary to make a determination as to whether any or all services provided under this Agreement are subject to any Wage Statutes. Accordingly, Customer agrees that it has the sole responsibility to determine whether the Agreement is subject to any Wage Statutes and that it will inform Cintas of this fact in writing prior to the Parties' execution of the Agreement. In the event that Customer fails to notify Cintas in writing that the Agreement is subject to a Wage Statute and either Cintas or any federal, state, or local authority determines that the services provided under the Agreement are subject to a Wage Statute, Customer agrees that it will pay Cintas all additional sums necessary to raise all wages and benefits covered by the applicable Wage Statute(s) for those individuals providing such services to Customer under the Agreement to the minimum levels required by the applicable Wage Statute(s), and Customer agrees that it will defend and indemnify Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority for Cintas's failure to satisfy any such Wage Statute, as well as Cintas's costs and attorneys' fees incurred in responding to or defending against any such claim.

RESOLUTION NUMBER: 2022-37

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS TO APPROVE AND AUTHORIZE THE VILLAGE PRESIDENT TO EXECUTE AN AMENDMENT TO THE RENEWAL STANDARD RENTAL SERVICE AGREEMENT FOR UNIFORM AND FACILITIES SERVICES PRODUCTS FOR THE VILLAGE OF POPLAR GROVE WITH CINTAS

WHEREAS, the Village of Poplar Grove (the “Village”) has a need to procure uniforms and facilities services products for its employees and facilities; and

WHEREAS, CINTAS contracts with municipalities for the provision of uniforms and facilities services products; and

WHEREAS, in May 2022, the Village and CINTAS entered into an agreement for services; and

WHEREAS, the current contract between the Village and CINTAS expires on May 1, 2025; and

WHEREAS, the Village and CINTAS wish to amend the agreement for services effective May 1, 2022 until May 1, 2025 to ensure that a price adjustment will not go into effect during the term of the agreement; and

WHEREAS, the Village and CINTAS have reached an accord as to certain terms and conditions which shall apply to CINTAS’s provision of the above referenced services to the Village; and

WHEREAS, such terms and conditions are memorialized in an Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein (“Agreement”); and

WHEREAS, the Village now desires to renew the Agreement for the provision of uniforms and facilities services products with CINTAS; 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 renewal 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 _____, 2022

AS FOLLOWS:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2022

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

EXHIBIT A: AGREEMENT

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF POPLAR GROVE, ILLINOIS AND THE BELVIDERE TOWNSHIP PARK DISTRICT REGARDING MANSFIELD PARK

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter “the Agreement”) is entered into this ___ day of _____, 2022 by and between the VILLAGE OF POPLAR GROVE, ILLINOIS, an Illinois municipal corporation (hereinafter “Village”) and the BELVIDERE TOWNSHIP PARK DISTRICT, an Illinois Park District (hereinafter “District”) The Village and District are collectively referred to herein at times as “the Parties” or individually as a “Party”.

RECITALS:

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, the Village and the Park District desire to collaborate in the creation of a public park (the “Project”) on the Village owned real property commonly known as 211-217 Saratoga Lane, Poplar Grove, IL and with PINs: 05-11-227-016; 05-11-227-015; and 05-11-227-014 (collectively referred to herein as the “Property”); and

WHEREAS, the Property is approximately 2 acres in size; and

WHEREAS, the Parties have reached an accord as to the terms and conditions upon which the Project will be constructed, funded and maintained and have memorialized the same herein.

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Recitals.

The above-recitals are incorporated herein and made a part hereof.

Section 2. Village’s Obligations.

- A. The Parties acknowledge and agree that the Village has taken the necessary steps to acquire and currently owns the Property.
- B. Subject to reimbursement by the District as set forth in Section 3 below, the Village, at its costs, will purchase and have installed the playground equipment for the Project. A list of the playground equipment to be purchased is attached hereto as **Exhibit A** and incorporated herein. A site plan for the park is attached hereto as **Exhibit B** and incorporated herein.

- C. The Village has or will apply for an OSLAD grant to reimburse the Village for the costs of the site preparation and installation of the playground equipment.
- D. After the Property is developed with a public park, the Village shall be responsible for the maintenance of the playground equipment, mowing of grass and picking up of garbage in the park at its expense.
- E. The Village will be responsible for maintaining insurance on the park at its expense.

Section 3. District’s Obligations.

- A. The District shall contribute the sum of Fifty Thousand and 00/100th Dollars (\$50,000.00) towards the costs of the Project. Such contribution shall be made as a reimbursement to the Village for Project costs incurred by the Village and shall be made by the District within 30 days of written or electronic mail request by the Village.

Section 4. Breach of Agreement. In the event of an alleged breach of any provision of this Agreement, the non-breaching party shall notify in writing the breaching party, specifying the breach of Agreement in detail. If within fifteen (15) days after receipt of the notice, cure of the breach of Agreement has not commenced by the breaching party and diligently pursued thereafter, the non-breaching party may initiate all legal recourse available to them at equity or in law, including all court costs and attorneys’ fees associated with any such enforcement effort.

Section 5. Amendments. Written amendments to this Agreement may be proposed by either party and shall become a part of this Agreement upon written acceptance by all parties.

Section 6. Notices. All notices, requests and communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested.

Notices to District shall be sent to the following address:

Belvidere Township Park District
Attn: Executive Director
1006 W. Lincoln Ave.
Belvidere, IL 61008

With Copy to:

Guyer & Enichen, P.C.
Attn: Attorney Michael Scheurich
2601 Reid Farm Road, Suite B
Rockford, Illinois 61114

Notices to the Village shall be sent to the following address:

Village of Poplar Grove

Attn: Village President
200 N. Hill Srteet
Poplar Grove, IL 61065

With Copy to:

Sosnowski Szeto, LLP
Attn: Aaron N. Szeto
6735 Vistagreen Way, Suite 300
Rockford, IL 61107

Receipt of any notice shall be deemed effective upon receipt, if delivered personally, or one (1) day after mailing if sent by overnight carrier, or three (3) days after deposit in the U.S. mail, with proper postage and properly addressed.

Section 7. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any action arising from the interpretation or performance of this Agreement shall be within Boone County, Illinois.

Section 8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument. Signatures sent via facsimile or e-mail transmission shall be deemed original signatures for purposes of creating a binding agreement.

Section 9. Board Approvals. This Agreement is subject to formal approval by the Parties' respective boards.

IN WITNESS WHEREOF, the District and the Village have caused this Agreement to be executed and attested in its name by its duly authorized officers as of the date first written above.

BELVIDERE TOWNSHIP PARK DISTRICT

By: _____

Its: _____

VILLAGE OF POPLAR GROVE, ILLINOIS

By: _____

Its: _____

ATTEST:
VILLAGE CLERK

Karri Anderberg, Village Clerk

[SEAL]

EXHIBIT A- Playground Equipment

EXHIBIT B- Site Plan

RESOLUTION NUMBER: 2022-38

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS TO APPROVE AND AUTHORIZE THE VILLAGE PRESIDENT TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE BELVIDERE TOWNSHIP PARK DISTRICT REGARDING MANSFIELD PARK

WHEREAS, the Village of Poplar Grove (the “Village”) desires to collaborate with the Belvidere Township Park District (the “District”) to create a public park on the real properties owned by the Village commonly known as 211-217 Saratoga Lane, Poplar Grove, IL and with PINs: 05-11-227-016; 05-11-227-015; and 05-11-227-014 (collectively referred to herein as the “Property”); and

WHEREAS, the Village and the District have reached an accord as to the terms and conditions upon which the park will be constructed, funded and maintained and have memorialized the same in an Intergovernmental Agreement, a copy of which is 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 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 _____, 2022

AS FOLLOWS:

VOTING “AYE”: _____

VOTING “NAY”: _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2022

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

EXHIBIT A: AGREEMENT