



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Tuesday, November 01, 2022 - 6:00 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.*

OLD BUSINESS

- [1.](#) Discuss/approve **Ordinance 2022-16** an ordinance of the Village of Poplar Grove Amending Title 1- Administration, Chapter 6 - Village officers and Employees, of the Village of Poplar Grove Code of Ordinances to create the Office of Village Collector
- [2.](#) Discuss/approve **Ordinance 2022-17** an ordinance of the Village of Poplar Grove establishing the compensation for the office of the Village Collector

NEW BUSINESS

- [3.](#) Reconsideration of Village President veto of **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 Belvidere Township Park District regarding Mansfield Park
- [4.](#) Motion to 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 Belvidere Township Park District regarding Mansfield Park

5. Reconsideration of Village President veto of 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
6. Motion to 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

ADJOURNMENT (Voice Vote)

KJA 10/28/2022

ORDINANCE NUMBER: 2022-16

AN ORDINANCE OF THE VILLAGE OF POPLAR GROVE AMENDING TITLE 1 - ADMINISTRATION, CHAPTER 6 - VILLAGE OFFICERS AND EMPLOYEES, OF THE VILLAGE OF POPLAR GROVE CODE OF ORDINANCES TO CREATE THE OFFICE OF VILLAGE COLLECTOR

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

WHEREAS, Title 1 of the Code governs Administration and Chapter 6 of Title 1 governs Village Officers and Employees; and

WHEREAS, the Illinois Municipal Code provides for the office of Collector. See 65 ILCS 5/31.-35-120 through 135; and

WHEREAS, the Village desires to amend Title 1, Article 6 of the Code to provide for the office of Collector 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 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 1 – Administration, Chapter 6 – Village Officers and Employees, of the Village Code of Ordinances is hereby amended to create a new Article K to be entitled “Village Collector” and which new Article shall read as follows (deletions shown as strikethroughs and new language as bold and underlined):

“ARTICLE K. – VILLAGE COLLECTOR

1-6K-1. - OFFICE CREATED.

There is hereby created in the Village the office of one (1) Village Collector.

1-6K-2. - COMPENSATION.

The Village Collector shall receive such compensation as is fixed from time to time by the Village Board of Trustees. The office of Village Collector is a full-time position and is eligible for all benefits that other full-time employees of the Village receive.

1-6K-3. – CLERK AS COLLECTOR.

The Village Clerk shall serve as the Village Collector.

1-6K-3. – DUTIES GENERALLY.

The Village collector shall be responsible for the following duties:

1. Collect all Village funds including utility funds.
2. Shall preserve all warrants returned to the Collector and shall keep books and accounts in the manner prescribed by the corporate authorities of the Village. All of the Collector's warrants, books, and vouchers, and all papers pertaining to the office of the Collector, may be examined at any time by the Village President, Village clerk, or any member or committee of the corporate authorities of the Village.
3. Weekly, and more often if required by the corporate authorities of the Village, the Collector shall pay over to the Village Treasurer all money collected by the Collector from any source, taking the Treasurer's receipt in duplicate and filing one of the receipts immediately with the Village Clerk. At that time, or on demand, the Village Clerk shall give the collector a copy of any receipt so filed.
4. When required by the corporate authorities of the Village or by ordinance, the Collector shall make a written report to the corporate authorities (or to any officer designated by the corporate authorities) of all money collected by the Collector, the account on which collected, or of any other official matter.
5. Between the first and tenth of April of each year, the Collector shall file with the Village Clerk a statement of (i) all the money collected by the Collector during the year, (ii) the particular warrant, special assessment, or account on which collected, (iii) the balance of money uncollected on all warrants in the Collector's possession, and (iv) the balance remaining uncollected at the time of the return on all warrants that the Collector returned to the Village Clerk during the preceding fiscal year. The Village Clerk shall publish the statement at least once, within 10 days, in one or more newspapers published in the Village or, if no newspaper is published in the Village, then in one or more newspapers with a general circulation within the Village.
6. The Collector is prohibited from keeping the money of the Village in his or her possession, or in the possession of any person for his or her use, beyond the time prescribed for its payment to the Village Treasurer. Any violation of this provision shall subject the Collector to immediate removal from office.
7. Keep accurate financial records of all accounts necessitated by the Collector's duties.

- 8. Work with the Village Treasurer to provide any reports, records, documentation or other information in the control of the Collector needed by the Village Treasurer in order for the Village Treasurer to perform its duties.
- 9. Perform all supplemental duties required by law and all other duties imposed by the Village Board of Trustees.”
- 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 _____, 2022

AS FOLLOWS:

VOTING “AYE”: _____

VOTING “NAY”: _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2022

ATTEST:

CLERK

PRESIDENT

ORDINANCE NUMBER: 2022-17

**AN ORDINANCE OF THE VILLAGE OF POPLAR GROVE ESTABLISHING THE
COMPENSATION FOR THE OFFICE OF THE VILLAGE COLLECTOR**

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

WHEREAS, the Village Code Section 1-6K-1 creates the office of Village Collector; and

WHEREAS, the Village Code Section 1-6K-2 provides that the compensation of the Village Collector shall be as fixed by the Village Board from time to time; and

WHEREAS, the Village Board desires to fix the compensation of the Village Collector at Thirty-five Thousand and 00/100th Dollars (\$35,000.00) per year.

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. The Village Board hereby fixes the compensation of the Village Collector at Thirty-five Thousand and 00/100th Dollars (\$35,000.00) per year to be paid in bi-weekly installments in accordance with the Village’s customary payroll procedures.
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 _____, 2022

AS FOLLOWS:

VOTING “AYE”: _____

VOTING “NAY”: _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2022

ATTEST:

CLERK

PRESIDENT

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

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

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