

ORDINANCE NUMBER: 2026-11

**AN ORDINANCE AMENDING TITLE IX “SUBDIVISION CONTROL”, CHAPTER 3
“PROCEDURES AND REQUIREMENTS”, SECTION 9-3-5 “COMPLETION AND
MAINTENANCE OF IMPROVEMENTS, OF THE CODE OF ORDINANCES FOR THE
VILLAGE OF POPLAR GROVE**

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

WHEREAS, Title IX “Subdivision Control”, Chapter 3 “Procedures and Requirements” governs the procedures and requirements of subdivisions within the Village including, but not limited to, requirements of plans, plats, data, improvements, bonds, and corporate surety; and

WHEREAS, the Village wishes to amend Section 9-3-5 “Completion and Maintenance of Improvements”, of Chapter 3 “Procedures and Requirements”, of Title IX “Subdivision Control”, of the Code, as set forth herein; and

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

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. Section 9-3-5 “Completion and Maintenance of Improvements” of the Code of Ordinances for the Village of Poplar Grove, shall be and hereby is amended, to read as follows (deletions shown as ~~strike throughs~~ and new language as **bold** and underlined):

“9-3-5. - COMPLETION AND MAINTENANCE OF IMPROVEMENTS.

- A. All of the necessary **Public I**mprovements (defined in Section 9-3-5-1) as described in the final plat shall be completed within two years from approval of said plat. The subdivider shall in all cases be responsible for the maintenance of all **Public I**mprovements for one year following their construction and acceptance by the Village. The subdivider, to ensure the satisfactory completion of all required **Public I**mprovements and to ensure the maintenance of the same, for one year following construction and acceptance by the Village, and conditioned upon completion of said **Public I**mprovements, shall do one of the following:
 1. Deposit with the Village Clerk cash in an amount equal to 125 percent of the final estimate of the cost of construction of all said **Public I**mprovements, as certified by the Village Engineer; or
 2. Deposit with the Village Clerk a duly executed, irrevocable letter of credit, in a form approved by the Village from a financial institution in good standing in the United States Of America and located in and authorized to do business in

the state of Illinois, which shall name the Village of Poplar Grove as a beneficiary and shall be in effect for a minimum period of two years from the approval date of the final plat and shall remain in full force and effect until the Village of Poplar Grove is notified at least 90 days prior to any expiration date. The amount of said irrevocable letter of credit shall be equal to 125 percent of the final estimate of construction cost for all proposed **Public I**mprovements as certified by the Village Engineer, and shall ensure the satisfactory completion of all **Public I**mprovements, including as built drawings and landscaping and ensure maintenance thereof as provided above; or

3. Deposit with the Village Clerk a duly executed completion bond, with corporate surety, to be approved by the Village Board and filed with the Village Clerk, in an amount equal to 125 percent of the final estimate of the cost of construction of all said **Public I**mprovements as certified by the Village Engineer. Any bond submitted shall have a good and sufficient security thereon, and if provided by an insurance company, the insurance company must have a current rating of A++ or A+ as rated by the A.M. Best rating company. Any bond or instrument provided must be issued by a business licensed to do business in the state of Illinois, and redeemable in the state of Illinois.
 - B. During construction of the **Public I**mprovements, the security deposit guaranteeing the satisfactory completion of said **Public I**mprovement may be periodically reduced upon approval of the Village Board. However, the remaining security deposit amount shall never be less than 125 percent of the estimated cost of the **Public I**mprovements remaining to be completed as determined by the Village Engineer plus ten percent retainage of the final estimated **Public I**mprovement construction cost retained for maintenance of said **Public I**mprovements.
 - C. Upon completion of said **Public I**mprovements an amount equal to ten percent of the final estimate of the cost of construction of all said **Public I**mprovements shall be retained by the Village for a period of one year following the acceptance of said **Public I**mprovements by the Village to ensure the maintenance of said **Public I**mprovements for said one year period.
 - D. Any letter of credit or bond furnished as security to ensure satisfactory completion of all required **Public I**mprovements shall be subject to final approval by the Village Board.”
3. Chapter 3 “Procedures and Requirements” of Title IX Subdivision Control, of the Code of Ordinances for the Village of Poplar Grove, shall be and hereby is amended to include a new Section 9-3-5-1 to be entitled “Public and Private Improvements” which shall read as follows (deletions shown as ~~strike throughs~~ and new language as **bold** and underlined):

“9-3-5-1. – PUBLIC AND PRIVATE IMPROVEMENTS.

A. For the purposes of this Chapter, Public Improvements shall be defined as improvements to or on public property which improvements are to be owned by the Village. Examples of Public Improvements include, but are not limited to:

- 1. Roadways, curbs, gutters, or culverts, or**
- 2. Watermains, sewer mains, or stormwater sewers.**

B. For the purposes of this Chapter, Private Improvements shall be defined as improvements to private property which improvements are not to be owned by the Village. Examples of Private Improvements include, but are not limited to:

- 1. Improvements to a private residence.**
- 2. Improvements to private property to be owned by a Homeowners' or Condominium Association, or**
- 3. Neighborhood park or other neighborhood amenities which are not open to the public.**

Notwithstanding the foregoing, to the extent a Private Improvement affects or impacts public property, the construction of such Private Improvements shall be subject to the posting of a surety as required in Section 9-3-5. The determination of whether a Private Improvements affects or impacts public property shall be determined by the Village Engineer. Appeals of the Village Engineer's determination shall be heard by the Village Board.

4. Except as amended by this Ordinance, all other provisions and terms of the 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.

Commented [LG1]: There are improvements that fall into gray areas such as grading, drainage or detention improvements that are on private property and are intended to be owned and maintained privately, but have an impact on the overall functionality of the drainage system. We need direction from the board on these "gray" items and whether they should be public and subject to surety or private and therefore not subject to surety.

Commented [LG2]: Legal advises that this paragraph stay to ensure that improvements to private property which affect public property, facilities, or systems, be subject to the posting of a surety.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2026

AS FOLLOWS:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2026

PRESIDENT

ATTEST:

VILLAGE CLERK