



To: The Village President and Board of Trustees

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

Re: Geographical Information System (GIS) Mapping & Data Cataloging

Date: January 21, 2026

Pursuant to our discussions at the December 17th Board Meeting, attached is a proposal to develop ArcGIS On-Line applications for the Village's sanitary sewer, storm sewer, potable water systems. The Village would also like to obtain a "community development" application which will include zoning, annexation/development agreements, PUD/SUP, recapture agreements, plan documents, etc., and those services are included in the proposal as well.

As we discussed in December, the data that will be uploaded into GIS will originate from the Village, and therefore there will be considerable staff time that is devoted to this project. We are estimating that each of the four applications be fully completed in 2026, but ultimately the completion of the project is largely dependent on the quality/availability of the existing data, as well as the availability of staff time throughout the year to obtain data.

We very much look forward to the opportunity to be of service, and please do not hesitate to contact me at (815) 636-9590 with any questions.

RESOLUTION 2026-05

**A RESOLUTION OF THE VILLAGE OF POPLAR GROVE RESOLVING ENTER INTO
A PROFESSIONAL SERVICE AGREEMENT FOR TO DEVELOP AN
ORGANIZATIONAL ARC-GIS ONLINE SYSTEM**

WHEREAS, the Village of Poplar Grove ("Village") lacks comprehensive mapping of its sanitary sewer, potable water and storm sewer systems; and

WHEREAS, the Village has numerous development, recapture, and annexation agreements as well as Planned Unit Development and Special Use Permits that it desires to organize through georeferencing; and

WHEREAS, Geographical Information Systems ("GIS") is a powerful tool that can be used for capturing, cataloging, displaying, analyzing, managing, storing, data and assets that are referenced geographically; and

WHEREAS, the Village desires to implement an Organizational ArcGIS On-Line ("AGOL") system to catalog and manage its potable water, sanitary sewer, storm sewer, community development assets and data; and

WHEREAS, Village desires to retain McMahon Associates, Inc. to assist the Village in developing its AGOL system; 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 Exhibit A.
4. The Village Clerk of Poplar Grove shall attest the same after the signature of the Village President.

Adopted this 28th day of January, 2026.

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

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

Village of Poplar Grove
Attn: Ms. Kristie Richardson, Village President
200 N. Hill Street
Poplar Grove, IL 61065

Date: January 20, 2026

McM. No. M0031-07-26-00001

PROJECT DESCRIPTION: The Village of Poplar Grove desires to develop an Organizational ArcGIS On-Line (AGOL) system. This development shall consist of creating their organizational ArcGIS On-line account as well as developing a Village of Poplar Grove utility maps and apps for staff use. The specific application identified for development shall consist of data readily available from Poplar Grove and Boone/Winnebago Counties. The app shall be deployed to the Village AGOL account and training for staff shall be provided.

STATEMENT OF UNDERSTANDING: The Village of Poplar Grove lacks comprehensive maps of its potable water, sanitary and storm sewer systems. When the need arises to locate/manage infrastructure, staff generally utilizes old improvement plans many of which are either "preliminary" or "design" drawings, as the Village has very few reliable "record" drawings. The Village has made efforts to develop reliable mapping. In 2013 +/- the Village hired an intern who took a GPS locator into the field and located as many hydrants/valves/manholes/etc. as possible. Those work points were then inserted into a map by Village Staff, water mains were drawn between valve & hydrant locations, but no other information was catalogued. Staff have found that the maps are unreliable/incomplete, and since the GPS locator had limited accuracy, the maps do not accurately represent the location of assets in the field.

The Village of Poplar Grove desires to implement an AGOL for its sanitary sewer, storm sewer, potable water systems, and for community development purposes which will generally include zoning, annexation/development agreements, recapture agreements, SUP/PUD, and plan documents.

SCOPE OF SERVICES:

McMahon Associates, Inc. agrees to provide the following Scope of Services for this project:

- Technical assistance in purchase of AGOL organizational account for Village
- Creation of AGOL Organizational Account
- Creation of Village of Poplar Grove Utility (Sanitary Sewer, Potable Water, Storm Sewer) and Community Development WebMap and Web Mapping Application for viewing GIS data
- Training for staff on utilization of applications
- ARCGIS field maps for client use.

Items Not Included in the Scope of Services:

The following is not intended to be a comprehensive list. It is intended to highlight general areas not included in the Scope of Services.

- Field data collection of any assets/information
- Purchase of additional software (Estimated cost for AGOL organizational account \$1,000.00 to be purchased by Village)
- Review of Village files for documents/maps.

SPECIAL TERMS: (Refer Also To General Terms & Conditions - Attached)

The Scope of Services and fee is based upon the understanding that the Owner will provide the following:

- Access to AGOL organizational account passwords and necessary GIS datasets
- Staff availability for training
- Community Development related documents.

The Village of Poplar Grove agrees that the Project Description, Statement of Understanding, Scope of Services and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of McMahon Associates, Inc.

COMPENSATION: (Does Not Include Permit or Approval Fees)

McMahon Associates, Inc. agrees to provide the Scope of Services described above for the following compensation:

- ☐ Rates Per Attached Fee Schedule
- ☒ Lump Sum: **\$21,000.00**
- ☐ Other:

COMPLETION SCHEDULE:

McMahon Associates, Inc. agrees to complete this project as follows:

- 2026 calendar year

ACCEPTANCE:

The General Terms & Conditions 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 Estimate Given On: N/A

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

OWNER: Village of Poplar Grove

Poplar Grove, IL

By: _____

Title: _____

Date: _____

McMAHON ASSOCIATES, INC.

Machesney Park, IL

By: _____

Title: Associate/GIS Group Manager

Date: January 17, 2026

Project
Manager: _____

Associate/Regional Svs. Director

Please Return One Copy For Our Records
Street Address: 1700 HUTCHINS ROAD, MACHENSEY PARK, IL 61115
PH 815-636-9590 ■ FX 815-636-9591 ■ WWW.MCMGRP.COM

1. STANDARD OF CARE

- 1.1 **Services:** McMahon Associates, Inc. (McMahon) shall perform services consistent with the professional skill and care ordinarily provided by engineers/architects practicing in the same or similar locality under the same or similar circumstances. McMahon shall provide its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.
- 1.2 **Client's Representative:** McMahon intends to serve as the Client's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Client as a professional. Any opinions of probable project costs, approvals and other decisions made by McMahon for the Client are rendered based on experience and qualifications and represent our professional judgment. For clarity, Client may sometimes be referred to as "Owner" in this and related documents.
- 1.3 **Warranty, Guarantees, Terms and Conditions:** McMahon does not provide a warranty or guarantee, express or implied, for professional services. This Agreement or contract for services is not subject to the provisions of uniform commercial codes. 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 Client or McMahon. McMahon's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against McMahon because of this Agreement or the performance or nonperformance of services hereunder. The Agreement does not create, nor does it intend to create a fiduciary relationship with Client or any other party.

2. PAYMENT AND COMPENSATION

- 2.1 **Invoices:** McMahon will bill the Client monthly with net payment due in thirty (30) days. Past due balances shall be subject to an interest charge of 1.0% per month. Client is responsible for interest charges on past due invoices, collection agency fees and attorney fees incurred by McMahon to collect all monies due to McMahon. Client is responsible for all taxes levied on professional services and on reimbursable expenses. McMahon and Client hereby acknowledge that McMahon has and may exercise lien rights on subject property.
- 2.2 **Reimbursables:** Expenses incurred by McMahon for the project including, but not limited to, equipment rental will be billed to the Client at cost plus 10% and sub-consultants at cost plus 12%. When McMahon, after 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 Client agrees to these costs.
- 2.3 **Changes:** The stated fees and Scope of Services constitute McMahon's professional opinion of probable cost of the fees and tasks required to perform the services as defined. 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. Changes by the Client during design may necessitate re-design efforts. McMahon will promptly inform the Client in writing of such situations so changes in this Agreement can be negotiated, as required.
- 2.4 **Delays and Uncontrollable Forces:** Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Client's failure to provide specified facilities or information, or for force majeure 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, infectious diseases or 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.

3. INSURANCE

- 3.1 **Limits:** 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 Client requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Client.

- 3.2 McMahon's total aggregate liability to the Client for any indemnity obligations, reimbursement of legal fees, or for any damages arising out of or related to the performance of this Agreement, whether based in tort, contract, or any other legal theory, shall be limited as follows: for contracts with a total value less than \$250,000, to the lesser of two (2) times McMahon's fee or \$250,000; for contracts with a total value equal to or exceeding \$250,000, to McMahon's fee under this Agreement not to exceed \$1,000,000.
- 3.3 **Additional Insureds:** Upon request and to the extent permitted by law, McMahon shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Client as an additional insured for claims caused in whole or in part by McMahon's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Client's insurance policies and shall apply to both ongoing and completed operations. To the extent permitted by law, Client shall cause the contractor, if any, to include McMahon as an additional insured on contractor's Commercial General Liability, Automobile Liability and Excess or Umbrella policies for claims caused in whole or in part by contractor's acts or omissions. The additional insured coverage shall be primary and non-contributory to any of McMahon's insurance policies and shall apply to both ongoing and completed operations, and policies are to be endorsed with a waiver of subrogation, as evidenced on the Certificate of Insurance.

4. CLAIMS AND DISPUTES

- 4.1 **General:** In the event of a dispute between the Client and McMahon arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. The Client and McMahon agree to first attempt to resolve the dispute by direct negotiation.
- 4.2 **Mediation:** If an agreement cannot be reached by the Client and McMahon, unresolved disputes shall be submitted to mediation. The Client and McMahon shall share the mediator's fee and any filing fees equally.
- 4.3 **Binding Dispute Resolution:** If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

5. TERMINATION OR SUSPENSION

- 5.1 **Client:** Termination of this Agreement by the Client shall be effective upon seven (7) day written notice to McMahon. The written notice shall include the reasons and details for termination.

- 5.2 McMahon: If the Client defaults in any of the Agreements entered into between McMahon and the Client, or if the Client fails to carry out any of the duties contained in these Terms and Conditions, McMahon may, upon seven (7) days written notice, suspend its services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of McMahon. In addition, McMahon may terminate this Agreement for any reason, with or without cause, by providing seven (7) days written notice to the Client. Upon such termination, all obligations of McMahon shall cease. McMahon shall not be liable for any damages, costs, or additional compensation related to the termination.
- 5.3 Suspension for Non-Payment: McMahon may, after giving 48 hours' notice, suspend service under any Agreement until the Client has paid in full all amounts due for services rendered and expenses incurred.
- 5.4 Payment Upon Termination: If the Agreement is terminated, Client shall be responsible for paying for all work performed and/or expenses and damages incurred by McMahon. Payments shall be made in accordance with Section 2 above.

6. COPYRIGHTS AND LICENSES

- 6.1 Instruments of Service: McMahon and its subconsultants shall be deemed the author and owner of their respective Instruments of Service (IOS), including but not limited to the drawings, specifications, reports, and any computer modeling (BIM, etc.), and shall retain all common law, statutory and other reserved rights, including copyrights.
- 6.2 Licenses: McMahon grants to the Client a nonexclusive license to use McMahon's IOS solely and exclusively for the purposes of constructing, using, and maintaining the project, provided that the Client substantially performs its obligations under this Agreement, including prompt payment of all sums due.
- 6.3 Reuse: Use of IOS pertaining to this project by the Client for extensions of this project or on any other project shall be at the Client's sole risk and without liability or exposure to McMahon, and the Client agrees to defend, indemnify, and hold harmless McMahon from all claims, damages and expenses, including attorneys' fees arising out of such reuse of the IOS by the Client or by others acting through the Client.

7. AGREEMENT CONDITIONS

- 7.1 The stipulated fee is firm for acceptance by the Client within sixty (60) days from date of Agreement publication.
- 7.2 Modifications: This Agreement, upon execution, can be amended only by written amendment to the Agreement signed by both parties.
- 7.3 Governing Law: This Agreement shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules.
- 7.4 Mutual Non-Assignment: The Client and McMahon, respectively bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Client nor McMahon shall assign this Agreement without the written consent of the other.
- 7.5 Severability: The invalidity of any provision of this Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.
- 7.6 Third Party: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against McMahon.

8. MISCELLANEOUS PROVISIONS

- 8.1 Additional Client Services: The Client agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Client's purpose.
- 8.2 Client-Provided Information: The Client agrees that McMahon may rely on information provided by the Client or by third parties engaged by the Client.
- 8.3 Means and Methods: McMahon is not responsible for direction or supervision of 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.
- 8.4 Purchase Orders: In the event the Client issues a purchase order or other instrument related to McMahon's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the Terms and Conditions of this Agreement. Signed 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. If the Client does issue a purchase order, or other similar instrument, McMahon will indicate the purchase order number on the invoice(s) sent to the Client.
- 8.5 Project Maintenance: The Client (or Owner if applicable) 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. 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 Client or Owner. McMahon shall have no responsibility for such issues or resulting damages.
- 8.6 Consequential Damages: Notwithstanding any other provision of the Agreement, McMahon shall not be liable in contract or tort or otherwise for any special, indirect, consequential, or liquidated damages including but not limited to loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project and/or this Agreement.
- 8.7 Corporate Protection: It is intended by the parties to this Agreement that McMahon's services in connection with the project shall not subject McMahon's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against McMahon, a Wisconsin corporation, and not against any of McMahon's employees, officers, or directors.
- 8.8 Contingency: The project will evolve and be refined over time. The Client shall provide appropriate contingency for design and construction costs consistent with the reasonable progression of the project. The Client and McMahon agree that revisions due to design clarifications or omissions which result in changes in work during the construction phase which amount to 5% or less of construction costs shall be deemed within the contingency and consistent with the professional standard of care. Accordingly, the Client agrees to make no claim for such costs. Revisions in excess of this threshold shall be resolved per the dispute resolution process.
- 8.9 Project Costs Associated with Agency Plan Review: McMahon will not be responsible for additional project costs due to changes to the design, construction documents, and specifications resulting from the agency plan review process. The project schedule shall either allow for the agency plan review process to occur prior to the bid phase, or if this review occurs after the bid phase, any additional costs would be considered part of the project contingency.
- 8.10 Hazardous Materials: McMahon shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project site.
- 8.11 Climate: Design standards which exceed the minimum requirements within current codes and regulations are excluded. If requested by the Client, climate-related design services or evaluations can be provided for additional compensation.