VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, June 16, 2021 - 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 Board of Trustee minutes from May 19, 2021

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.*

PROCLAMATION

2. Pride Month Proclamation

ADMINISTRATION & ZONING, TRUSTEE QUIMBY

3. Motion to approve **Resolution 21-21** a resolution of the Village of Poplar Grove, Illinois approving a registration and waiver of liability form for the dog park

4. Motion to approve **Resolution 21-36** a resolution of the Village of Poplar Grove, Illinois approving rules for the village dog park.

5. Motion to approve **Ordinance 21-17** An ordinance of the Village of Poplar Grove, Illinois amending various provisions of Title 1- Administration of the Village's code of

ordinances, amending responsibility of nomination and appointment of Village Committee Chairpersons from the Village President to the Village Board of Trustees.

6. Motion to approve **Ordinance 21-18** an ordinance of the Village of Poplar Grove authorizing the disposal of certain personal property owned by the Village of Poplar Grove

7. Motion to approve Trustee appointment Dean Svarc

FINANCE AND PUBLIC WORKS, TRUSTEE MILLER

8. Motion to approve **Ordinance 21-14** an ordinance of the Village of Poplar Grove, Illinois approving and authorizing the Village to enter into a first amendment to third renewal to lease agreement for the real property located at 100 S. State Street, Poplar Grove, Illinois

9. Motion to approve **Ordinance 21-16** an ordinance of the Village of Poplar Grove, Illinois amending the Municipal code by amending title IV - public ways and property, chapter 1- streets, sidewalks and public ways, section 6-1A-1 - construction requirements and specifications

10. Motion to approve **Resolution 21-37** a resolution of the Village of Poplar Grove, Illinois approving quote from Dorner Company

11. Motion to approve **Resolution 21-38** a resolution of the Village of Poplar Grove resolving to award a construction contract for the Park Street/Main Street drainage improvements

12. Motion to approve **Resolution 21-39** a resolution of the Village of Poplar Grove resolving to award a construction for the West Grove Park improvements

13. Motion to approve **Resolution 21-40** a resolution for maintenance under the Illinois highway code

14. Motion to approve **Resolution 21-41** a resolution of the Village of Poplar Grove resolving to award a construction contract for section number 21-00000-000-GM, 2021 Pavement Maintenance Program

15. Motion to approve check disbursement in the amount of $194,113.45 in AP checks, $12,219.22 in Insurance Expense checks, and $7,853.15 in EFTS for a total of $214,185.82.

NEW BUSINESS

16. Motion to approve the removal of Jason Vodnasky as a Planning and Zoning Commissioner

17. Motion to approve the appointment of Trustee Ron Quimby as Administration Chairman

18. Motion to approve the closure of Julie Dr on August 29,2021 for a Memorial Ride for HydeOut Bar & Grill

19. Motion to approve closure of Beaver Rd on July 31,2021 for a block party

20. Motion to approve the replat of lots 102 and 103 candlewick lake, unit no. 9

GOOD OF THE VILLAGE
Monday July 5, 2021 - Village Hall Closed
Monday July 12, 2021 6:30pm - Committee of the Whole meeting
Wednesday July 21, 2021 7:00pm - Board of Trustee meeting

ADJOURNMENT (Voice Vote)

KJA 06/14/2021

VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, May 19, 2021 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

MINUTES

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

ROLL CALL
PRESENT
President Don Sattler
Finance Chairman Eric Miller
Admin Chairman Ron Quimby via phone
Trustee Jeff Goings
Trustee Ed Wethington
Trustee James Wehrle
Trustee Dan Cheek
Clerk Karri Anderberg
Deputy Clerk Katie Jaster
Attorney Roxanne Sosnowski
Treasurer Carina Boyd
Public Works Director Mitch Hilden
Engineer Chris Dopkins

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)
Motion made by Trustee Wethington, Seconded by Finance Chairman Miller.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Wehrle, Trustee Cheek

APPROVAL OF AGENDA (Voice Vote)
Motion made by Trustee Wethington, Seconded by Trustee Wehrle.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee

Wethington, Trustee Wehrle, Trustee Cheek

APPROVAL OF MINUTES (Voice Vote)

1. Motion to approve minutes from April 12, 2021 and April 21, 2021 Public Hearing and April 21, 2021 Board of Trustee meeting
   Motion made by Finance Chairman Miller, Seconded by Trustee Wethington.
   Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Wehrle, Trustee Cheek

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.*

Becky Gratz- Lives on Oak and Sherman and is upset that the grant is not being used for Oak and Sherman. She stated that when the grant was originally applied for it was supposed to be for the drainage issue by her house.
Rich Zemeenek- 294 Oak and water keeps backing up behind his house.
Martin Rosas - 287 Oak grate behind his house needs to be cleaned out.
Tony Knuth lives next to Martin and also is requesting that the grate behind his house gets cleaned out.
Josh Bryan- Baseball Coach for Stateline General wants to know why they pay to use for public use. would like to see Village start to schedule.
Brian Dahl - How has the Lions Club been allowed to schedule. Where is the contract? Why and how are the Lions Club Charging?
Don Livdahl- Runs the North Boone Junior Tackle would like permission to place a storage trailer at the park and wants to know why they are paying so much to use the park.
David O'Donnell - lives on spring meadow. used to work for Chicago Park District for over 30 years. Thinks the Mansfield park will be a great addition to the neighborhood. wants to know the status of it.

PROCLAMATION

ADMINISTRATION & ZONING, TRUSTEE QUIMBY

2. Motion to approve **Ordinance 2021-12** An Ordinance amending Title 8, Zoning, Chapter 7, Zoning Districts and Land Use Regulations; and Chapter 10, Site Design Standards of the Village of Poplar Grove Municipal Code
   Motion made by Finance Chairman Miller, Seconded by Trustee Wethington.
   Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Wehrle, Trustee Cheek
   Carports was sent back to Planning and Zoning

3. Motion to approve **Ordinance 2021-13** An Ordinance of the Village of Poplar Grove amending various provisions of Title 1 Administration, Chapter 6 Village Officers and Employees, Article A Village Clerk of the Village of Poplar Grove Code of Ordinances
Motion made by Trustee Goings, Seconded by Trustee Wethington.
Voting Yea: Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Wehrle, Trustee Cheek
Voting Abstaining: Finance Chairman Miller

4. Motion to approve **Resolution 21-36** A Resolution of the Village of Poplar Grove, Illinois approving a one time reduction for Liquor License fees for Lucky Dog Gaming Parlor
Motion made by Finance Chairman Miller, Seconded by Trustee Wethington.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Wehrle, Trustee Cheek

FINANCE AND PUBLIC WORKS, TRUSTEE MILLER

5. Motion to approve **Resolution 21-22** A Resolution of the Village of Poplar Grove, Illinois to approve and authorize the Village President to execute and agreement with Sable Mechanical, LLC with regards to the lift station pump maintenance.
Motion made by Finance Chairman Miller, Seconded by Trustee Wehrle.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Wehrle, Trustee Cheek

6. Motion to approve **Resolution 21-23** A Resolution of the Village of Poplar Grove, Illinois to approve and authorize the Village President to execute an addendum to contract quote with Rush Power Systems, LLC for preventative maintenance work and services.
Motion made by Finance Chairman Miller, Seconded by Trustee Wehrle.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Wehrle, Trustee Cheek

7. Motion to approve **Resolution 21-24** A Resolution of the Village of Poplar Grove, Illinois agreements for periodic Public Works projects.
Motion made by Finance Chairman Miller, Seconded by Trustee Wehrle.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Wehrle, Trustee Cheek

8. Motion to approve **Resolution 21-25** A Resolution of the Village of Poplar Grove, Illinois approving an engagement letter with McMahon & Associates as Village Engineers.
Motion made by Finance Chairman Miller, Seconded by Trustee Wethington.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Wehrle, Trustee Cheek

9. Motion to approve **Resolution 21-26** A Resolution of the Village of Poplar Grove, Illinois to approve an engagement letter with Sosnowski Szeto, LLP

Motion made by Finance Chairman Miller, Seconded by Trustee Goings.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Wehrle, Trustee Cheek

10. Motion to approve **Resolution 21-27** A Resolution of the Village of Poplar Grove, Illinois approving repairs to the North Wastewater Treatment Plant not to exceed $25,000.
Motion made by Finance Chairman Miller, Seconded by Trustee Cheek.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Wehrle, Trustee Cheek

11. Motion to approve **Resolution 21-28** A Resolution of the Village of Poplar Grove, Illinois approving engagement of B&F Code Compliance for Code Compliance and Building Inspection Services
Motion made by Finance Chairman Miller, Seconded by Trustee Wethington.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Wehrle, Trustee Cheek

12. Motion to approve **Resolution 21-29** A Resolution of the Village of Poplar Grove, Illinois to approve and authorize the Village President to execute a contract with Bufalo Contracting, Inc. for roof installation
Motion made by Finance Chairman Miller, Seconded by Trustee Wehrle.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Wehrle, Trustee Cheek

13. Motion to approve **Resolution 21-30** A Resolution of the Village of Poplar Grove, Illinois approving purchase with Core and Main and Stenstrom for repair of a fire hydrant.
Motion made by Finance Chairman Miller, Seconded by Trustee Wethington.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Wehrle, Trustee Cheek

14. Motion to approve **Resolution 21-31** A Resolution of the Village of Poplar Grove, Illinois authorizing the Village President and Village Administrative Staff to perform necessary Village banking functions.
Motion made by Finance Chairman Miller, Seconded by Trustee Wethington.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Wehrle, Trustee Cheek

15. Motion to approve **Resolution 21-32** A Resolution of the Village of Poplar Grove to authorize Public bid letting for the Main Street & Park Street drainage improvements
Motion made by Finance Chairman Miller, Seconded by Trustee Cheek.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Wehrle, Trustee Cheek

16. Motion to approve **Resolution 21-33** A Resolution of the Village of Poplar Grove to authorize Public bid letting for the West Grove Park improvements.
Motion made by Finance Chairman Miller, Seconded by Trustee Cheek.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Wehrle, Trustee Cheek

17. Motion to approve **Resolution 21-34** A Resolution of the Village of Poplar Grove to authorize obtaining proposals for Miscellaneous Sanitary Sewer Repairs
Motion made by Finance Chairman Miller, Seconded by Trustee Wehrle.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Wehrle, Trustee Cheek

18. Motion to approve check disbursement in the amount of $194,113.45 in AP checks, $12,219.22 in Insurance Expense checks, and $7,853.15 in EFTS for a total of $214,185.82.
Motion made by Finance Chairman Miller, Seconded by Trustee Wehrle.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Wehrle, Trustee Cheek

NEW BUSINESS

19. Discussion and Motion to approve Great Himalaya LLC d/b/a Countryside Liquors Video Gaming License
Motion made by Finance Chairman Miller, Seconded by Trustee Wethington.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Wehrle, Trustee Cheek

20. Discussion and Motion to approve **Resolution 21-35** A Resolution of the Village of Poplar Grove, Illinois appointing certain Village Officers
Motion made by Trustee Goings, Seconded by Finance Chairman Miller.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Wehrle, Trustee Cheek

GOOD OF THE VILLAGE

Committee - Monday June 14, 2021 - 6:30pm
Board of Trustees - Wednesday June 16, 2021 - 7:00pm
Planning and Zoning - Wednesday May June 23, 2021 - 6:00pm
Neighbors Fest - Saturday June 12, 2021 1:00 pm to 7:00pm

EXECUTIVE SESSION

21. Motion to go into closed session pursuant to 5 ILCS 120/2 (c) (11) Pending Litigation and 5 ILCS 120-2 (c) 3 The selection of a person to fill a Public Office

Motion made by Finance Chairman Miller, Seconded by Trustee Wethington.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Wehrle, Trustee Cheek
Went into executive session at 7:58 pm
Came out of executive session at 8:51pm
PRESENT
President Don Sattler
Finance Chairman Eric Miller
Admin Chairman Ron Quimby
Trustee Jeff Goings
Trustee Ed Wethington
Trustee James Wehrle
Trustee Dan Cheek
Clerk Karri Anderberg
Attorney Roxanne Sosnowski

ADJOURNMENT (Voice Vote)

Motion made by Finance Chairman Miller, Seconded by Trustee Goings.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Wehrle, Trustee Cheek
Meeting adjourned at 8:52pm

PROCLAMATION
June is Pride Month

WHEREAS, our nation was founded on the principle of equal rights for all people, yet the fulfillment of this promise has been long in coming for many Americans; and

WHEREAS, the Village of Poplar Grove cherishes the value and dignity of each person and appreciates the importance of equality and freedom; and

WHEREAS, all are welcome in the Village of Poplar Grove to live, work, and play, and every family, in any shape, deserves a place to call home where they are safe, happy, and supported by friends and neighbors; and

WHEREAS, the Lesbian, Gay, Bisexual and Transgender (LGBTQ+) community is an integral part of the cultural landscape in Poplar Grove; and

WHEREAS, the diverse LGBTQ+ community contributes to the academic, economic, artistic, and social foundation of the Village of Poplar Grove; and

WHEREAS, communities across the United States and the world designate June as a month to commemorate the Stonewall Riots that occurred in June, 1969 which are widely recognized as the catalyst for LGBTQ+ rights movement; and

WHEREAS, the Village of Poplar Grove remains committed to protecting the civil rights of the LGBTQ+ community in an effort to help eradicate prejudice and discrimination, and foster a better sense of understanding and compassion to all residents and visitors; and

WHEREAS, the Village of Poplar Grove embraces Pride Month as an opportunity to celebrate the harmony in which we coexist; and

WHEREAS, the Village of Poplar Grove recognizes the significant impact, direct investment and the Pride in Poplar Grove by the LGBTQ+ community; and

NOW, THEREFORE, BE IT RESOLVED, that the Members of the Board of Trustees of Poplar Grove, Illinois, do hereby proclaim June, 2021 as Pride Month to recognize the ongoing efforts and continuing contributions of the Lesbian, Gay, Bisexual and Transgender communities in our Village and beyond, and encourage all residents to respect and honor our diverse community and celebrate and build a culture of inclusiveness and acceptance.

Adopted this 16th day of June, 2021.

RESOLUTION NUMBER: 2021-21

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS APPROVING A REGISTRATION AND WAIVER OF LIABILITY FORM FOR THE DOG PARK

WHEREAS, the Village of Poplar Grove (the "Village") maintains a public dog park; and

WHEREAS, the Village desires to have users of the park register with the Village prior to using the dog park; and

WHEREAS, the Village has drafted a registration and waiver of liability form for this purpose, which is attached hereto as Exhibit A and incorporated herein ("Form"); and

WHEREAS, the Village has determined it is in the best interest of the Village and its citizens to approve this Form.

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 Form attached hereto as Exhibit A, or one in substantially similar form.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS ____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

APPROVED_____, 2021

_____

VILLAGE PRESIDENT

ATTEST:

_____

VILLAGE CLERK

EXHIBIT A- REGISTRATION AND WAIVER OF LIABILITY FORM

POPLAR GROVE DOG PARK REGISTRATION

First Name Middle Initial Last Name

Address City State Zip Code

Phone Number Email Address

DOG INFORMATION

Name & Breed	Age	Male/Female	Spayed/Neutered	Current Rabies Tag Number	Dog Tag Number
1.					
2.					
3.					

WAIVER OF LIABILITY

1. **General.** You are solely responsible for supervising your dog and determining whether or not this is an appropriate activity to participate in. You must understand that you are participating in this activity at your own risk and risk of your dog(s). Dogs and permit holders of varying degrees of skill, training and experience use this facility. You are solely responsible for determining if you and/or your dog(s) are physically fit and/or adequately skilled to use this facility. It is always advisable, especially if you or your dog(s) are pregnant, disabled in any way, or recently suffered an illness, injury, or impairment, to consult a physician or veterinarian before undertaking any dog training or exercise activity.

2. **Warning of Risk.** Dog activities are intended to provide a fun and rewarding experience for a dog and its owner. However, despite careful and proper preparation, instruction, medical advice, condition and equipment, there is still a risk of serious injury, including death to either the dog(s) or its owner. Dogs are pack animals and when "off lead," even the best trained dogs will act instinctively. Understandably, not all hazards and dangers associated with dog activities can be foreseen. Certain inherent risks include the propensity of any dog to behave in dangerous ways that may result in injury to another patron or dog. Other ricks include, but are not limited to, the inexperience, negligence or irresponsibility of a dog owner; the inability to predict a dog's reaction to sound, movements, objects, persons or other animals; and actions by the dog(s) due to fright, anger, stress, insect bites, or natural reactions such as jumping, pulling, resisting, and biting. Other risks include hazards associated with environmental and traffic conditions, acts of god, inclement weather, slips and falls, premises defects, equipment failure, failure in instruction/supervision, and all other circumstances inherent to dogs and outdoor activities. Should you attempt to break up a fight between dogs, you may be attacked and severely mauled by the other dog or attacked by the dog's owner/handler. In this regard, it must be recognized that it is impossible for the Village of Poplar Grove to guarantee absolute safety.

3. **Waiver and Release of All Claims and Assumption of Risk**. Please read this form carefully and be aware that in consideration for permission to use this facility, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you or your dog(s) might sustain as a result of participating in any and all activities connected with and associated with use of this facility and surrounding area. I recognize and acknowledge that there are certain risks of physical injury to the dog and its owner/handler in association with participating in dog activities, and I voluntarily agree to assume the full risk of any injuries, damages or loss, regardless of severity, that I or my dog(s) might sustain as a result of participating in any and all activities connected with or associated with use of this facility and surrounding area. I do hereby agree to waive, relinquish, release and forever discharge the Village of Poplar Grove, including its officials, agents, volunteers, and employees (hereinafter collectively referred to as "Village") from any and all claims for injuries, damages or loss that I may have or which may accrue to me or my dog(s) and arising out of, connected with, or in any way associated with this use of this facility and surrounding area. I further agree to indemnify and hold harmless and defend the Village from and against all losses, claims, damages, liabilities, cause of actions, and expenses (including attorneys' fees), on account of personal injuries or death to any person or dog, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from my use of this facility and surrounding area.

4. **Photo/Video Authorization, Consent and Release of All Clams.** I hereby authorize and give my consent to the Village to photograph/video record me, my minor child/ward, and my dog(s), and without limitation, to use such photographs/videos in connection with promoting/advertising services, programs, and facilities of the Village without consideration of any kind. Such productions may be copied, copyrighted, edited and distributed by the Village in the manner described above. I understand that my minor child's/ward's, and my dog(s) name, likeness, or my voice may be used in the manner described above, and grant the Village the right to use and reuse, in any manner at all, the video, motion picture, audio recording, web page, social media pages, or still photograph productions, and broadcasts as described above. I hereby waive any and all rights that my minor child/ward, my dog(s), and I may have to examine or approve the finished product or products that contain the photograph/video of me, my minor child/ward, or my dog(s) and/or the advertising copy or printed matter that may be used in connection therewith or the use to which it may be applied. I hereby forever release and discharge the Village from any and all claims, actions and demands arising out of or in connection with the use of said video, motion picture, audio recording, web page, social media page, or still photograph, including, without limitation, any and all claims or invasion of privacy and libel. This release shall inure to the benefits of the assigns, licenses, and legal representatives of the Village, as well as the party(ies) for whom the Village took the video, motion picture, audio recording, web page, social media page, or still photograph.

I have read and fully understand the above important information, warning of risk, assumption of risk, and waiver and release of all claims. If registering online, my online signature shall substitute for and have the same legal effect as an original form signature.

Signature: _____ Printed Name: _____ Date: _____

RESOLUTION NUMBER: 21-36

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS APPROVING RULES FOR THE VILLAGE DOG PARK

WHEREAS, the Village of Poplar Grove, Illinois ("Village") established a Village dog park; and

WHEREAS, the Village desires to enact rules and tag fees for the use of the Village dog park which are attached hereto as Exhibit A, and incorporated herein.

NOW THEREFORE, BE IT RESOLVED by the Village President and Village Board 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 approves the rules and tag fees for the use of the Village dog park attached hereto as Exhibit A, or one in substantially similar form.

3. The Village President and Village Clerk are authorized to sign and attest any and all necessary documents to effectuate the foregoing.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2021

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

EXHIBIT A – Village of Poplar Grove Dog Park Rules and Tag Fees

- Residents – $20.00 for the first dog and $5.00 for each dog after. Non-Residents – $25.00 for the first dog and $10.00 for each dog after.
- Must be registered with Boone County Health Department. Proof of registration is required at the time of application.
- Open daily from sunrise to sunset.
- Users of the facility do so at their own risk. The Village of Poplar Grove is not responsible for any injury or damage caused by any dog or handler in the dog park.
- Dogs are permitted off-leash within the enclosed fenced area only.
- Dogs should not be left unattended.
- The dog park is strictly for DOGS ONLY!
- Owners are required to bring plastic bags to properly dispose of any waste left by their dogs.
- Dogs are prohibited in the park if under the age of 6 month, or a female “in-heat”.
- Dogs must always be accompanied by an adult 18 years and older.
- Dogs must be leashed prior to entering and leaving the park. Owners must always carry leash.
- Gates must be kept closed at all times.
- No smoking, alcohol, glass, or food allowed.
- All objects used for dogs such as tennis balls, frisbees and other dog toys must be removed when leaving the dog park. The Village of Poplar Grove reserves the right to discard any such objects left behind.
- The park may be closed periodically to allow turf to recover, especially after heavy rain or wintertime use.
- Dogs with a known history of dangerous behavior toward people or other dogs are prohibited from the dog park.
- The Village of Poplar Grove reserves the right to suspend or revoke dog park privileges to any member who fails to follow park rules, in addition to, the Village of Poplar Grove has determined a member dog or dog owner/handler is dangerous to others or is in violation of any applicable animal ordinance or regulations.
- In the event of a dog bite or other injury, each user who is involved, either on their own or through their dog(s), shall exchange tag and other reasonably-required information such as name, telephone number and address. In addition, the owners of the dogs involved must inform the Village of the incident on the next business day.
- Please be courteous, treat others the way you want them to treat you and your dog.

ORDINANCE NO. 2021-17

AN ORDINANCE OF THE VILLAGE OF POPLAR GROVE, ILLINOIS AMENDING VARIOUS PROVISIONS OF TITLE 1—ADMINISTRATION OF THE VILLAGE'S CODE OF ORDINANCES

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

WHEREAS, the Village of Poplar Grove has enacted an ordinance setting the time and place of its meetings of the Board of Trustees and the Committees thereof;

WHEREAS, the current Code of Ordinances, Title 1, "Administration," Chapter 5 "Village Board of Trustees," Section 1-5-4, "Committees," provides for the establishment, appointment, and composition of standing and special committees constituted of members of the Village's Board of Trustees; and

WHEREAS, the Board of Trustees and Village President of the Village of Poplar Grove so desire to allow the Village Board of Trustees to appoint a Chairperson for each respective Village business topic area; and

WHEREAS, Section 1-5-4, "Committees," Subsection J, addresses the creation of special committees and the appointment of members within said special committees; and

WHEREAS, the Board of Trustees and the Village President of the Village of Poplar Grove so desire to allow the Village Board of Trustees to appoint members to special committees; and

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

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

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

2. That Title 1—Administration, Chapter 5—Village Board of Trustees, Section 1-5-4—Committees – Subsections D and J of the Village's Code of Ordinances shall be amended to read as follows (language to be stricken shown as strikethrough, language to be added shown as bold and underlined):

   "1-5-4: COMMITTEES:

   […]

   D. The ~~Village President~~ **appointed committee chairpersons** shall preside over the Committee of the Whole meetings with the chairperson of each topic area overseeing and leading the discussion over that portion of the Committee of the Whole meeting agenda

applicable to that topic area of Village business~~, subject to the oversight of the Village President~~. The ~~Village President~~ **Village Board of Trustees** shall appoint a chairperson **by nomination amongst the members of the Board of Trustees and subject to a majority vote** for each respective Village business topic area.

[…]

J. Special committees may be created from time to time as directed by the Board of Trustees or the Village President, with membership in said committees to be appointed by the ~~Village President on the advice and consent of the~~ Village Board of Trustees. Such committees fall within the jurisdiction of the Committee of the Whole and shall tender reports to the Committee of the Whole in accordance with subsection F herein."

3. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision of this ordinance.

4. Except as amended in this Ordinance, all other provisions and terms of Village Code of Ordinances shall remain in full force and effect as previously enacted except that those ordinances, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

5. This Ordinance shall be in full force and effect after its approval, passage and publication in pamphlet form as required by law.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2021

ATTEST:

_____ _____

CLERK PRESIDENT

ORDINANCE NO. 21-18

AN ORDINANCE OF THE VILLAGE OF POPLAR GROVE AUTHORIZING THE DISPOSAL OF CERTAIN PERSONAL PROPERTY OWNED BY THE VILLAGE OF POPLAR GROVE

WHEREAS, the Village of Poplar Grove ("Village") owns certain items of personal property namely two Dell office computers and nine office telephones (the "Property"); and

WHEREAS, the Property was used by the Village but is no longer necessary or useful to, or for the best interest of the Village; and

WHEREAS, 65 ILCS 5/11/76-4, authorizes the Village to sell or dispose of personal property, which is no longer necessary or useful to, or for the best interest of the Village; and

WHEREAS, it is the opinion of the corporate authorities of the Village that it is no longer, necessary, or useful to, or in the best interest of the Village to retain the Property; and

WHEREAS, the Property has been deemed without value and the Village desires to authorize the disposal of the computers by appliance pick up and disposal and the Village desires to authorize the disposal of the telephones by throwing them away.

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. Pursuant to 65 ILCS 5/11-76-4, the President and Board of Trustees find that the Property is no longer necessary or useful to the Village and the best interest of the Village will be served by the permanent disposal of the Property as it has little to no value for purposes of a sale.

3. The President is hereby authorized to execute any documents necessary to effectuate the disposal contemplated herein and the Village Clerk to attest the same.

4. Except as amended in this Ordinance, all other provisions and terms of Village Code of Ordinances shall remain in full force and effect as previously enacted except that those ordinances, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

5. This Ordinance shall be in full force and effect after its approval, passage and publication in pamphlet form as required by law.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER: _____

_____

APPROVED_____, 2021

ATTEST:

_____ _____

_____ _____

CLERK PRESIDENT

EXIBIT A

8 Polycom Adtran phones – Dispose

4 Dell Computer Towers – Dispose

2 Dell Monitors – Dispose

1 Dell Laptop – Dispose

ORDINANCE NUMBER: 2021-14

AN ORDINANCE OF THE VILLAGE OF POPLAR GROVE, ILLINOIS APPROVING AND AUTHORIZING THE VILLAGE TO ENTER INTO A FIRST AMENDMENT TO THIRD RENEWAL TO LEASE AGREEMENT FOR THE REAL PROPERTY LOCATED AT 100 S. STATE STREET, POPLAR GROVE, ILLINOIS

WHEREAS, the Village of Poplar Grove, Illinois is an Illinois Municipal Corporation (hereinafter referred to as the "Village"); and

WHEREAS, the Village and Majestic Cuts, Ltd. (hereinafter referred to as "Majestic") entered into a real estate lease agreement dated January 1, 2018 ("Lease") for the lease a certain portion of the Property as set forth in the Lease; and

WHEREAS, the Lease expired on December 31, 2018, and the Village and Majestic renewed the Lease via a First Renewal to Lease Agreement ("First Renewal") on January 16, 2019, which expired December 31, 2019; and

WHEREAS, the First Renewal expired December 31, 2019, and the Village and Majestic renewed the Lease via a Second Renewal to Lease Agreement ("Second Renewal") on December 9, 2019, which expired December 31, 2020; and

WHEREAS, the Second Renewal expired December 31, 2020, and the Village and Majestic renewed the Lease via a Third Renewal to Lease Agreement ("Third Renewal") on December 16, 2020, which expires on December 31, 2021; and

WHEREAS, in accordance with the terms and conditions set forth in the Third Renewal, Majestic was directed to pay a sum of Three Hundred and No/100ths Dollars ($300.00) in monthly rent in addition to a sum of One Hundred and No/100ths Dollars ($100.00) per month to be utilized towards the payment of property taxes, for a total of Four Hundred and No/100ths Dollars ($400.00) per month; and

WHEREAS, due to a decline in the amount of property taxes assessed upon the property, and for the duration of the current lease term which expires on December 31, 2021, the Village desires to reduce the monthly amount of collected monies to be utilized towards the payment of property taxes from the sum of One Hundred and No/100ths Dollars ($100.00) to the sum of Seventy-Five and No/100ths Dollars ($75.00); and

WHEREAS, the Village and Majestic have reached an accord as to the terms and conditions of such renewal and have memorialized the same in this First Amendment to Third Renewal to Lease Agreement ("First Amendment"), attached hereto as Exhibit A and incorporated herein.

WHEREAS, the Village has determined it is in the best interest of the Village and its citizens to enter into said First Amendment; and

WHEREAS, the Village now desires to approve said First Amendment and authorize the Village President to execute and the Village Clerk to attest to the same.

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

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

2. The Village hereby approves the First Amendment to Third Renewal to Lease Agreement attached hereto as Exhibit A, or one in substantially similar form.

3. The Village President is hereby authorized to execute any documents necessary or helpful to implement the intent of this Ordinance and the Village Clerk to attest the same.

4. Except as amended in this Ordinance, all other provisions and terms of Village Code of Ordinances shall remain in full force and effect as previously enacted except that those ordinances, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

5. This Ordinance shall be in full force and effect after its approval, passage and publication in pamphlet form as required by law.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2021

ATTEST:

CLERK

PRESIDENT

EXHIBIT A – FIRST AMENDMENT TO THIRD RENEWAL TO LEASE AGREEMENT

ORDINANCE NUMBER: 21-16

AN ORDINANCE OF THE VILLAGE OF POPLAR GROVE, ILLINOIS AMENDING THE MUNICIPAL CODE BY AMENDING TITLE VI—PUBLIC WAYS AND PROPERTY, CHAPTER 1—STREETS, SIDEWALKS AND PUBLIC WAYS, SECTION 6-1A-1.—CONSTRUCTION REQUIREMENTS AND SPECIFICATIONS

WHEREAS, the Village of Poplar Grove, Illinois ("Village) is a municipality organized in accordance with the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations governing the use of public right-of-way and that protect the public health, safety, and welfare of its citizens; and

WHEREAS, the Village uses the public rights-of-way within its corporate limits to provide essential public services to its residents and businesses, including traffic control, signs, water, sanitary sewer and storm sewer; and

WHEREAS, the Village desires to regulate the construction requirements, permitting process, and specifications of sidewalks and driveways within the Village boundaries; and

WHEREAS, the Village hereby finds that it is in the best interest of the Village, and the public to identify requirements and standards for the construction requirements and specifications of sidewalks and driveways within the Village boundaries.

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 VI—Public Ways and Property, Chapter 1—Streets, Sidewalks and Public Ways, Section 6-1A-1. —Construction Requirements and Specifications of the Village Code of Ordinances be amended as follows (deletions as strikethroughs, new language as bold and underlined):

   "Section 6-1A-1**(a)**. —Construction Requirements and Specifications**, Sidewalks.**

   A. General. The following specifications, rules and regulations shall govern the construction, reconstruction or repair of sidewalks and shall be in addition to the state of Illinois standard specifications for road and bridge construction, **latest edition** hereafter referred to as state standard specifications, 4-2-4-001 and subsequent revisions, and the American Disabilities Act. The contractor shall furnish the workers' compensation as required by state law. **No permit shall be issued unless a performance bond, letter of credit, or other form of surety, acceptable to the Public Works Director or Village Engineer, subject to the review of the Village Attorney, is posted with the Village. The amount of such performance bond, letter of credit, or other form of surety shall be an amount equal to at least One Hundred Twenty percent (120%) of contract price**

or opinion of probable construction cost as approved by the Village. ~~A performance bond in the full amount of contract will be required.~~ Sidewalks shall be inspected and approved prior to concrete being poured.

B. Permit Application

Any person desiring to construct, lay, alter or repair/replace any permanent sidewalk on any public street or place in the Village shall, not less than Thirty (30) days before beginning such work, apply with the Village Clerk for a sidewalk permit, indicating therein, among other things, the location where the work is to be done, the length of sidewalk to be constructed, the estimated costs of the work, and the approximate timeframe of when the work will begin and when the work will be completed. The fee for a sidewalk permit shall be set forth as in Resolution NO. 2018-07. No permit shall be issued unless a performance bond, letter of credit, or other form of surety, acceptable to the Public Works Director or Village Engineer, is posted with the Village. The amount of such performance bond, letter of credit, or other form of surety shall be an amount equal to at least One Hundred Twenty percent (120%) of the estimated costs of the work, or 120% of the Village Engineer's Opinion of Probable Construction Cost

No sidewalk permit shall be required for driveway repair/replacements that does not require any repair, replacement or alteration of any existing sidewalk that cross through the driveway.

C. Authority of Village Engineer or Public Works Director to stop construction or order reconstruction.

If any person builds, lays or relays, or attempts to build, lay, or relay, or knowingly assists in doing so, any public sidewalk, or portion of such sidewalk, without first obtaining a permit from the Village Clerk, or upon a grade contrary to that approved by the Village Engineer or Public Works Director or his/her designee, or any manner contrary to any of the provisions of the general ordinances of the Village, or the particular ordinances related to such sidewalk, the Village Engineer and Public Works Director or his/her designee are hereby authorized to stop any further work on such sidewalk and to cause such portion of the sidewalk as shall have been constructed to be reconstructed in accordance with the provisions of this Article or any other Village ordinance.

D. Obedience to Village Engineer and Public Works Director.

It shall be unlawful for any person to refuse to stop construction of any sidewalk or refuse to reconstruct such sidewalk when ordered to do so by the Village Engineer or the Public Works Director or his/her designee.

~~B~~**E**. Manner of Constructing Sidewalks and Driveways. The standard width shall be **five** ~~four~~ feet except in **previously approved four (4) feet sidewalk widths in existing**

Commented [CD1]: We should discuss the required width, and this section in general. Try walking side by side on a 4' wide sidewalk…its tight to say the least. I think the standard should be a 5' walk EXCEPT new walks in subdivisions that have previously been approved by the Village, or where areas of small repairs are being made (i.e., a couple of squares) in an existing 4' walk. All other walks should be 5', and there will be the need to transition between 4' and 5' walks. Again…we can discuss.

Commented [JK2R1]: other conflicts within the code may exist with the 4 ft requirement that would require amendment if we make this change.

commercial**, existing residential subdivisions,** and **existing** industrial areas where widths shall extend to curb line unless otherwise agreed between the owner and the Village; and at locations subject to reconstruction or repair of existing sidewalks, which are not of the above specified widths, the new construction shall conform with the existing widths unless, in the opinion of the Village Trustees, the width of four feet will be more suitable.

C**F**. Location and Grades. Sidewalks shall be laid with the ~~inside~~ **outside** edge one foot distant from the ~~street~~ **property** line of the lot, tract or parcel of land in front of which the same is to be constructed, or other ~~grade~~ **location** approved by the **Public Works Director or** Village Engineer, except that where the proposed sidewalk is to be constructed connects with an existing sidewalk or sidewalks and which do not conform to the line as described herein, the location of the said proposed sidewalk shall be laid to the line which will conform most favorably with the existing conditions. Sidewalks shall have a uniform downward slope of one ~~fourth~~ **eighth per** inch to the foot toward the center line of the street, or to the **cross** slope approved by the **Public Works Director or** Village **Engineer** ~~Trustees~~ and shall, when completed, at the inside edge, be at and conform to the grade for sidewalks at any point shown by profile thereof **as shown on the approved subdivision plans or as** prepared and filed ~~in the office of the Village Clerk~~ **with the Village,** which is hereby adopted as the sidewalk grade at said point. Where the ~~grade~~ **cross slope** of the new walk varies from the ~~grade~~ **cross slope** of the adjacent existing walk, a ~~construction joint (with expansion joint material~~ **transition~~)~~** shall be ~~placed one foot or more~~ **constructed** as prescribed by the ~~Village trustees from the existing walk~~ **Public Works Director or Village Engineer**. The sidewalk section between the existing walk and the construction joint shall be finished in a manner that will blend the two sidewalk surfaces together making smooth transition between the two grades**. An expansion joint shall be placed at all locations where new sidewalks meet existing sidewalks unless deemed unnecessary by the Director of Public Works or Village Engineer.**

G. Fees for subsequent inspections.

There is a seventy-five dollar ($75.00) fee which shall be charged for a sidewalk permit. The fee for sidewalk permits shall cover the administrative costs of issuing the permit and two inspections to ensure that the sidewalks will be and have been constructed in accordance with approved procedures as set forth in this Article. The expense of any subsequent inspections other than those provided for in this section, necessitated through the fault or error of the persons laying the sidewalks, shall be borne by such persons. Reimbursable hourly rates for Village Staff shall be charged for at the rate of Thirty-Six dollars ($36) per hour, which sum, when determined, shall be remitted to the Village prior to the release of any performance bond or surety. If the services of the Village Engineer are required, the Village Engineer's cost shall be reimbursed on a time and expense basis utilizing the current published hourly rate and reimbursable schedules.

~~D~~**H**. Subgrade Preparation. State standard specifications with a minimum ~~of four inches~~ **compacted base** of ~~granular bank gravel~~ **CA-6 aggregate as described in section J and K**.

~~E~~**I**. Forms. **Forms shall be placed in accordance with** State standard specifications.

~~F~~**J**. Thickness **Across Residential Driveways**. Sidewalks shall have a thickness of six inches across driveways for the full width of **a residential** driveway. The subgrade shall be prepared a minimum six inches below and parallel with the surface of the sidewalk and otherwise constructed as hereinbefore described; minimum of six inches of compacted base of ~~granular bank run gravel~~ **CA-6 aggregate**, 6" x 6" __#6 mesh **or** reinforcing ~~to be placed as directed by Village Engineer or building inspector.~~ **as approved by the Public Works Director to be placed as directed by the Public Works Director, Village Engineer, or building inspector**. (See standard driveway drawing.) Exceptions must have ~~approval of the Village trustees~~ the **written** approval of the **Public Works Director**. The site preparation shall be inspected by the **Public Works Director or his or her designee** ~~Village building inspector~~ before the actual pour of concrete**.** ~~and there shall be a $25.00 inspection fee paid to the Village.~~

~~F~~**K**. **Thickness Across Industrial Driveways. Sidewalks shall have a thickness of eight inches across industrial or retail driveways for the full width of a such driveway. The subgrade shall be prepared a minimum eight inches below and parallel with the surface of the sidewalk and otherwise constructed as hereinbefore described; minimum of eight inches of compacted base of CA-6 aggregate, 6" x 6" __#6 mesh reinforcing to be placed as directed by the Public Works Director, Village Engineer, or building inspector. (See standard driveway drawing.) Exceptions must have the written approval of the Public Works Director. The site preparation shall be inspected by the Public Works Director or his or her designee or Village building inspector before the actual pour of concrete.**

~~G~~**L**. Placing and Finishing. **PCC shall be placed in accordance with** State standard specifications.

~~H~~**M**. Sidewalk Dimensions and Joint Spacing:

Width of Sidewalk	Longitudinal Joint Spacing	Transverse Joint Spacing
4’	None	4’
4’ to 10’	None	Equal to width 10’ maximum
	~~4’ to 10’~~	
More than 10’	(1/2 distance from property line to curb) See standard sidewalk drawings	

The above is not applicable to sidewalk spanning storage areas.

~~I~~**N**. Expansion Joints. **Expansion joints shall be placed** State standard specifications**, or as directed by the Public Works Director or Village Engineer**.

~~J~~**N**~~. Backfill. State standard specifications.~~

~~K~~**O**~~. Disposal of Surplus Material. State standard specifications.~~

~~L~~**O**. ~~Method of Measurement~~ **Materials. All materials used for the construction of new sidewalks shall be in accordance with** State standard specifications.

~~M~~**P**. Tree Roots. Tree roots interfering with the construction or reconstruction of sidewalks shall be removed so as not to interfere with the new construction. Care shall be used so a minimum amount of damage is done to trees in this work. **Roots shall be clean cut perpendicularly to the root.**

~~N~~**Q**. Supervision of Materials and Construction. The materials used in the construction of said sidewalk and the construction thereof shall be under the supervision and to the satisfaction and subject to the approval of the **Public Works Director or his or her designee,** Village Engineer **or** building inspector.

~~O~~**R**. Waiver of Lien. A waiver of lien on all **labor and** materials used in the construction will be required before ~~final payment is made~~ **release of the posted surety**.

3. That Title VI—Public Ways and Property, Chapter 1—Streets, Sidewalks and Public Ways, Section 6-1A-1. —Construction Requirements and Specifications of the Village Code of Ordinances be amended as follows (deletions as strikethroughs, new language as bold and underlined):

"Section 6-1A-1(b). —Construction Requirements and Specifications, Driveways

A. General. The following specifications, rules and regulations shall govern the construction, reconstruction, or repair of driveways. The contractor shall furnish the workers' compensation as required by state law. No permit shall be issued unless a performance bond, letter of credit, or other form of surety, acceptable to the Public Works Director or Village Engineer, subject to the review of the Village Attorney, is posted with the Village. The amount of such performance bond, letter of credit, or other form of surety shall be an amount equal to at least One Hundred Twenty percent (120%) of contract price or opinion of probable construction cost as approved by the Village. All such bonds, letter of credit or cash surety shall be continuing and shall not be terminated until the driveway has been installed, re-surfaced or repaired by the Contractor or person proposing to construct, re-surface or repair the driveway and inspected and approved by the City. To the extent the construction, re-surfacing or repair does not involve any work within the right-of-way or does not affect any sidewalk or public parkway, no bond shall be required.

B. Permits Required; application.

No person shall hereafter construct, build, establish, re-surface or repair any driveway without first having obtained a written permit to do so from the Village Clerk, subject to the limitations set forth in this paragraph. This includes, but is not limited to, any portion of the driveway over, across or upon any portion of the public right-of-way, public sidewalk, public parkway, for the construction of a new driveway, repair of an existing driveway, resurfacing of an existing driveway, or the reconstruction of an existing driveway. No such permit shall be issued for construction or establishment of any such driveway except in accordance with the provisions contained in this article. Application for a permit must be made in writing upon forms furnished by the Village. Such application shall contain the name and address of the person making the application, the name of the contractor or person who is to construct the driveway and the proposed locations and dimensions of such driveway. Complete plans and specifications shall be submitted to the Village Clerk and the Public Works Director at least forty-eight (48) hours before the Village will issue said permit. No driveway permit will be required if the sidewalk that crosses through an existing driveway is being repaired/replaced. In such a situation, only a sidewalk permit will be required.

C. Fees.

Before any work is started, the contractor or property owner shall pay to the Village Clerk the following permit and inspection fees:

1) **Seventy-Five dollars ($75.00) for permit application review. To the extent Village staff or the review time exceeds One (1) hour, an additional Fifty dollars ($50.00) shall be assessed for each hour after the first hour, on a pro-rated basis.**
2) **The fee for driveway permits shall cover the administrative costs of issuing the permit and one inspection to ensure that the driveway will be and has been constructed in accordance with approved procedures as set forth in this Article. The expense of any subsequent inspections, including inspections of portions of driveway work in the right-of-way or affecting sidewalks of public parkways, other than those provided for in this section, necessitated through the fault or error of the persons laying the driveway, shall be borne by such persons. Reimbursable hourly rates for Village Staff shall be charged for at the rate of Thirty-Six dollars ($36) per hour, which sum, when determined, shall be remitted to the Village prior to the release of any performance bond or surety. If the services of the Village Engineer are required, the Village Engineer's cost shall be reimbursed on a time and expense basis utilizing the current published hourly rate and reimbursable schedules.**
3) **To the extent the construction, re-surfacing or repair does not involve any work within the right-of-way and does not affect any sidewalk or public parkway, no inspection fee shall be applicable.**

D. Supervision.

All such work shall be done under the jurisdiction of the Public Works Director or his or her designee and in accordance with the ordinances of the Village; and shall be inspected upon completion by the Village Engineer or Public Works Director or his or her designee, or a building official.

E. Specifications.

All plans and specifications for construction, re-surfacing or repair, or reconstruction must conform to the following minimum requirements before a permit for construction or reconstruction shall be issued:

1) **Driveways for residential or dwelling houses shall be constructed of Portland cement concrete at least Six (6) inches in thickness with at least 6" of compacted IDOT CA-6 Type B aggregate base course. Concrete shall be an approved IDOT PV mix. HMA driveways are also permitted when installed with 3" of asphalt and 10" of compacted IDOT CA-6 Type B base course. IDOT N30FG or N50FG hot mix asphalt shall be utilized.**
2) **Driveways for other than residential or dwelling house use shall be constructed of concrete with compacted IDOT CA-6 Type B aggregate base course. The minimum section for these driveway surfaces shall be at least the same as set forth in Paragraph 1 above, but additional thicknesses of aggregate and PCC or HMA may be required by the Village based on anticipated traffic loading and underlying soil conditions.**
3) **Should the owner have a decorative driveway surface, the Village is not obligated to replace any portion of such surface with the Village's right of way. However, if the Village determines, in its sole discretion, that due to actions of the Village, damage to a decorative paver block driveway has occurred, the Village agrees to reimburse the property owner for the actual costs of replacing the portion of the damaged driveway at the rate of the Village's standard asphalt cost.**
4) **Where a driveway of any kind of material is constructed across the sidewalk space, it shall conform to the sidewalk grade as approved by the Village Engineer or the Public Works Director.**
5) **Where a driveway of any kind of material is constructed across an existing sidewalk, such sidewalk shall be removed and replaced with Portland cement concrete for the full width of the driveway. This portion shall not be less than the specifications listed in this Section in thickness and constructed in accordance with the requirements of the Village.**
6) **Except for the types of driveways referenced in Paragraphs 1 and 2 above, as well as decorative paver block, all other types of driveways, including,**

but not limited to, Macadam, gravel, cinder, and any other types of driveways are prohibited.

7) The following driveway standards shall apply to all residential driveways:
   a. The width of driveways shall be determined as follows:
      i. For lot frontages equal to or greater than seventy-five (75') as measured at the property line, the driveway shall not be less than ten feet (10'), nor more than twenty-four feet (24') at the property line for residential house with a two (2) car garage and thirty feet (30') at the property line for a residential house with a three (3) car attached garage. Only one (1) driveway shall be allowed for each residential house.
      ii. For lot frontages equal to or greater than sixty feet (60'), but not more than seventy five feet (75')as measured at the property line, the driveway shall not be less than ten feet (10') nor more than twenty four feet (24') at the property line.
      iii. For lot frontages less than sixty feet (60') as measured at the property line, the driveway shall not be less than ten feet (10'). The maximum width at the property line shall be calculated by multiplying the frontage as measured at the property line by 0.40.
      iv. For cul de sac and/or radius corner frontages:
         1. For lot frontages equal to or greater than seventy-five (75') as measured at the front building set back line, the driveway shall not be less than ten feet (10'), nor more than twenty-four feet (24') at the property line for residential house with a two (2) car garage and thirty feet (30') at the property line for a residential house with a three (3) car attached garage.
         2. For lot frontages equal to or greater than sixty feet (60') but not more than seventy-five feet (75') as measured at the front building set back line, the driveway shall not be less than ten feet (10'), nor more than twenty-four feet (24') at the property line.
         3. For lot frontages less than sixty feet (60') as measured at the front building set back line, the driveway shall not be less than ten feet (10'). The maximum width at the property line shall be calculated by multiplying the frontage as measured along the front building setback line by 0.40.
         4. For corner lots, the measurement shall be taken along the property line that has the narrowest frontage.
   b. The width of the opening (flared or radial) at the curb or pavement line shall be no greater than fifteen feet (15') nor less than five feet (5') in addition to the width of the driveway at the property line. The additional width granted at the curb or pavement line shall be divided equally on each side of the drive.
   c. Conformance with the principles set forth in Drawing #1 above.

Commented [CD3]: IDOT's geometric requirements result in ugly driveways. I'll forward language from Machesney Park's ordinance.

Commented [JK4R3]: I have tried to input the correct information from Machesney. Please make sure this encompasses what you wanted to include.

8) **Driveway additions shall mean any expansion of a driveway beyond the width of the garage (whether 1, 2, or 3 car garage) and expanding into the side yard of the property adjacent to and along the garage. To constitute a driveway addition, the portions in the side yard must be connected to the rest of the driveway. The following driveway addition standards shall apply to all residential driveway additions:**
    a. **Driveway additions shall be made of the same material as the rest of the driveway and shall conform to all applicable driveway construction specifications.**
    b. **Driveway additions shall not exceed 12 feet in width.**
    c. **Driveway additions must meet all applicable side yard setback requirements (i.e., Five (5) feet from the property line).**
    d. **Conformance with the principles set forth in Drawing #1 above.**
9) **The centerline of all driveways must be approximately at right angles to the curb line of the pavement in the public street for a distance of at least ten feet from such curb line, unless otherwise approved by the Village Engineer or Public Works Director.**
10) **All driveways shall be so graded between the gutter and the sidewalk that it will not be necessary to change the established grade of either and will not elevate or depress any portion of either. No part of the driveway shall extend beyond the curb line in such a manner as to change the grade of the gutter or obstruct the free flow of water in the gutter. Where elevations or depressions are necessary in the parkway strip between the curb and the walk, such parkway shall be graded on both sides of the driveway to a distance sufficient to create a gradual ascent or descent. At no time shall the gradient exceed IDOT Bureau of Local Roads requirements.**
11) **When necessary to remove and replace existing curb and gutter, it shall be sawcut and entirely removed for the full width of the driveway opening at the curb line. If an existing joint in such curb is within Five (5) feet of the end of the driveway opening, remove the existing curbing, etc. to such joint, otherwise cut the combined curb and gutter or separate curbing, making a neat edge at truly right angles to the edge of the pavement and truly vertical. Integral curbing, which is that type placed with the pavement and molded as an integral part of it, must be removed for the full depth from the top of the curb to the bottom of the pavement. The edge must be cut as described in this subsection. No combined curb and gutter, straight curb or integral cub shall be removed within Five (5) of a public crosswalk. Curbing shall be replaced across between the removal limits before the driveway is constructed.**
12) **Where driveways cross open ditches in the parkways, culverts shall be installed. The culverts shall be of such size and shall be constructed of corrugated metal pipe or reinforced concrete pipe in accordance with IDOT standard specifications. In no instance shall the size of the opening be less than that obtained by a Fifteen inch (15") pipe, although a Twelve inch (12 in.) diameter pipe may be used with the written consent of the Public Works Director when depth of cover and/or grade issues are**

present. The Village reserves the right to require a larger diameter pipe. A minimum of 6" of cover (between the bottom of the pavement structure and the top of pipe) shall be maintained over the top of the pipe. The length of the culvert shall be determined by the following method: For ditch depth of Two (2) feet or less, the culvert shall extend not less than Six (6) feet beyond both edges of the driveway where it crosses the ditch. For each additional foot depth of ditch, add Three (3) to such figure.

13) **Where existing manholes and structures are in the area of a proposed driveway, the existing casting shall be removed and adjusted as required by the Village). Should the casting be damaged, it will be repaired or replaced by the property owner and at the property owner's expense.**

14) **All driveways constructed or reconstructed over, across or upon any public street or public parkway in the Village shall be kept and maintained at all times in accordance with the provision this Section by the persons so constructing, reconstructing, or using the driveway as an adjunct or appurtenance to lands or properties immediately adjacent thereto.**

F. Penalty.

Any person who violates, disobeys, omits, neglects, or refuses to comply with any of the provisions of this Section shall be subject to fine not less than $50.00 nor more than $750.00 for the first offense and upon the second conviction of any such violation shall be subject to a fine not less than $100.00 nor more than $750.00. The penalty shall be in addition to the Village's cost of prosecution, enforcement, and adjudication, and shall include the cost of attorney fees. A separate offense shall be deemed committed on each day during or on which such violation occurs or continues to occur. There may be times when the Village will incur delay or other costs, including third party claims, because the contractor will not or cannot perform its duties under its permit and this Section. Unless the contractor shows that another allocation of the cost of undertaking the requested action is appropriate, the contractor shall bear the Village's costs of damages and its costs of installing, maintaining, modifying, relocating, or removing the facility that is the subject of the permit. No other administrative agency or commission may review or overrule a permit related cost apportionment of the Village. Sanctions may be imposed upon a contractor that does not pay the costs apportioned to it.

G. Reserved."

4. Except as amended in this Ordinance, all other provisions and terms of Village Code of Ordinances shall remain in full force and effect as previously enacted except that those ordinances, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

5. This Ordinance shall be in full force and effect after its approval, passage and publication in pamphlet form as required by law.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2021

ATTEST:

_____ _____

CLERK PRESIDENT

DORNER QUOTATION

Date:	**May 13, 2021**
To:	**Test Inc.**
Proposal No.	**Q890clte**
Ref:	**Rebuild 12" 90-20 PRV**
Page:	**one of one**
Attn:	**Ion Stear**
Industry Code:	**4952**

FOB: Factory
Terms: N30
Delivery: 2 - 4 Weeks (ARO)

Make Order To: Dorner Company
N61 W23043 Silver Spring Dr.
Sussex, WI 53089

		Phone No:
Sales Contact:	*Steve Pollock*	*(262) 685-8389*
Prepared By:	*James Ortiz*	*(262) 932-2100 Ext. 133*

Item	Qty.	Description	Unit Price	Total
1	1	12" Cla-Val Main Valve Rubber Kit, Includes: Diaphragm, Spacer Washers, Disc/Disc Assembly, Stainless Steel Studs and Nuts. (2) 3/8" CRD Pilots - 15-75psi, (4) 3/8" CDC-1 Stainless Steel Pilot Checks. Includes Service to Rebuild and Startup of 12" 90-20 Cla-Val Pressure Reducing Valve. (2) Technicians, (1) Day - Confined Space	$ 5,653	$ 5,653
		Total		$ 5,653

Notes: Prices quoted are FOB Factory with pre-pay & add. Quote valid for 30 days. Any applicable taxes are not included in the above pricing. Delivery times are estimated and are not guaranteed.

RESOLUTION NUMBER: 21-37

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS APPROVING QUOTE FROM DORNER COMPANY

WHEREAS, the Village of Poplar Grove, Illinois ("Village") wishes to repair a portion of its wastewater treatment system; and

WHEREAS, the Village wishes to engage the services of Dorner Company of Sussex, Wisconsin ("Dorner") to effectuate the repairs to a portion of its water distribution system; and

WHEREAS, the Village wishes to accept the quote for services and parts received from Dorner for the repair to a portion of its water distribution system attached hereto as Exhibit A, and incorporated herein.

NOW THEREFORE, BE IT RESOLVED by the Village President and Village Board 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 approves the quotation from Dorner Company attached hereto as Exhibit A , or one in substantially similar form to effectuate the repairs to a portion of its wastewater treatment system.

3. The Village President and Village Clerk are authorized to sign and attest any and necessary documents to effectuate the foregoing.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2021

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

EXHIBIT A-

McMAHON
ENGINEERS ARCHITECTS

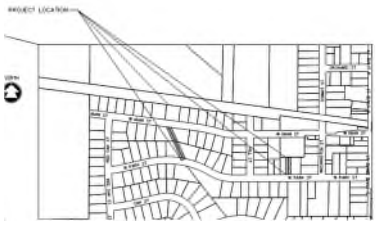
To: **The Finance Committee**

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

Re: **Park & Main Drainage Improvements**

Date: **June 7, 2021**

To refresh your memories, the improvements are contained to the two drainage channels shown on the map. The easterly drainage way will be improved by the construction of a concrete low flow channel along with new culverts under Park Street. There will also be a new concrete low flow channel constructed in the ditch on the south side of Park from the new culvert pipes to the existing culvert pipes beneath the driveways, and the side slopes of the ditches will be regraded as well.



The westerly channel (through Sherman Oaks Subdivision) has a history soft ground conditions due to base flow (i.e., the nearly constant presence of groundwater) which has also led to invasive plant species taking over the area. The end result is that the residents are not able to mow the area which leads to overgrowth and further propagation of the invasive species. The planned improvements include the removal of the existing topsoil in order to remove the invasive species and provide new topsoil to facilitate new grass. A drain tile will be installed, and a decorative river rock will be placed over the drain tile trench (similar to the photo) in order to provide a means to lower the groundwater elevation. The area will be restored with new seeding and erosion control blanket to help the seed germinate.



The project was advertised for bids, and contract documents were procured by total of six (6) general contractors, two (2) subcontractors and three (3) plan rooms. The following is a summary of the bid results, and a detailed breakdown of the results is attached:

Contractor	**Proposal**
Northern Illinois Service Company, Inc.	$230,160.00
N-Trak Group, LLC.	$134,096.00
Alliance Contractors Inc.	$173,376.80
Stenstrom Excavatoin and Blacktop Group, Inc.	$116,967.90
Engineer's Opinion of Probable Construction Cost:	$93,000.00

Recommendation:

There are two bid items that came in much higher than the opinion of probable construction cost, the landscape edging and the culvert crossings. We have discussed the same w/ Stenstrom and we will work with them to determine if alternate materials can be used that will result in a cost savings to the Village. I hope to have more information available in time for the Committee meeting.

At this time, I find that Stenstrom the lowest responsive, responsible bidder for Park & Main Improvements. Attached to this memo is a resolution that will award the contract to Stenstrom.

I look forward to discussing this item with the Committee and in the meantime please do not hesitate to contact me at 636-9590 with any questions. Thank you.

Park Street/Main Street Drainage Improvements
Village of Poplar Grove, Boone County, Illinois
Contract No.: P0013-07-21-00110
Bid Opening: June 8, 2021 at 2:00 p.m.
Project Manager: Christopher Dopkins, P.E.

McMahon Associates, Inc.
1700 Hutchins Road, Machesney Park IL 61115
Phone: (815) 636-9590
Fax: (815) 636-9591

Item		Quantity	Unit	Engineer's Opinion of Cost		N-TRAK Group, LLC		Stenstrom Excavation		Northern Illinois Service Co.		Alliance Contractors Inc.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Earth Excavation	538	CY	$30.00	$16,140.00	$50.00	$26,900.00	$40.50	$21,789.00	$48.00	$25,824.00	$7.50	$4,035.00
2	Pavement Removal	50	SY	$21.00	$1,050.00	$20.00	$1,000.00	$25.00	$1,250.00	$20.00	$1,000.00	$25.00	$1,250.00
3	Sidewalk Removal	72	SF	$10.00	$720.00	$5.00	$360.00	$4.00	$288.00	$8.00	$576.00	$5.00	$360.00
4	Remove 18 x 32 CMP	120	LF	$12.00	$1,440.00	$40.00	$4,800.00	$37.00	$4,440.00	$40.00	$4,800.00	$50.00	$6,000.00
5	Inlet Type A	3	EA	$1,400.00	$4,200.00	$1,500.00	$4,500.00	$1,425.00	$4,275.00	$4,900.00	$14,700.00	$2,850.00	$8,550.00
6	4" Perforated N-12 in Trench	309	LF	$55.00	$16,995.00	$48.00	$14,832.00	$30.00	$9,270.00	$65.00	$20,085.00	$56.00	$17,304.00
7	Rip Rap RR-4 16"	86	SY	$40.00	$3,440.00	$48.00	$4,128.00	$39.00	$3,354.00	$110.00	$9,460.00	$75.00	$6,450.00
8	Rip Rap RR-4 12"	5	SY	$35.00	$175.00	$62.00	$310.00	$53.10	$265.50	$110.00	$550.00	$50.00	$250.00
9	19 x 30 Class IV RCP	96	LF	$55.00	$5,280.00	$200.00	$19,200.00	$190.00	$18,240.00	$425.00	$40,800.00	$605.00	$58,080.00
10	19 x 30 End Section	4	EA	$850.00	$3,400.00	$1,700.00	$6,800.00	$1,145.00	$4,580.00	$2,800.00	$11,200.00	$2,300.00	$9,200.00
11	Paved Ditch	1,020	SF	$9.00	$9,180.00	$19.00	$19,380.00	$12.50	$12,750.00	$50.00	$51,000.00	$23.65	$24,123.00
12	Adjust Water Box	1	EA	$750.00	$750.00	$350.00	$350.00	$221.00	$221.00	$950.00	$950.00	$125.00	$125.00
13	Concrete Sidewalk	72	SF	$28.00	$2,016.00	$9.00	$648.00	$9.50	$684.00	$25.00	$1,800.00	$16.15	$1,162.80
14	Aggregate Base CA-6	80	TON	$35.00	$2,800.00	$40.00	$3,200.00	$56.00	$4,480.00	$55.00	$4,400.00	$75.00	$6,000.00
15	HMA Pavement (2 lifts)	10	TON	$320.00	$3,200.00	$300.00	$3,000.00	$210.00	$2,100.00	$385.00	$3,850.00	$655.00	$6,550.00
16	Aggregate Shoulder	53	SF	$14.00	$742.00	$16.00	$848.00	$12.80	$678.40	$35.00	$1,855.00	$5.00	$265.00
17	Restoration (Topsoil, Seeding, Erosion Control Blanket)	0.36	ACRE	$35,000.00	$12,600.00	$25,000.00	$9,000.00	$20,100.00	$7,236.00	$50,000.00	$18,000.00	$18,800.00	$6,768.00
18	Traffic Control, Complete	1	LS	$1,000.00	$1,000.00	$2,000.00	$2,000.00	$5,420.00	$5,420.00	$1,500.00	$1,500.00	$2,250.00	$2,250.00
19	Erosion Control & Protection	1	LS	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,175.00	$1,175.00	$3,500.00	$3,500.00	$1,100.00	$1,100.00
20	Landscape Edging, 10"	540	LF	$8.00	$4,320.00	$10.00	$5,400.00	$20.30	$10,962.00	$20.00	$10,800.00	$19.00	$10,260.00
21	Washed River Rock	54	TON	$38.00	$2,052.00	$110.00	$5,940.00	$65.00	$3,510.00	$65.00	$3,510.00	$61.00	$3,294.00
Total Base Bid (Items 1 - 21 Inclusive)					**$93,000.00**		**$134,096.00**		**$116,967.90**		**$230,160.00**		**$173,376.80**
	Addendum						Yes		Yes		Yes		Yes
	Bid Bond						Yes		Yes		Yes		Yes

RESOLUTION 21-38

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE RESOLVING TO AWARD A CONSTRUCTION CONTRACT FOR THE PARK STREET/MAIN STREET DRAINAGE IMPROVEMENTS

WHEREAS, the Village of Poplar Grove has been awarded grant funds through DCEO to improve two (2) drainage ways between Main Street and Park Street; and

WHEREAS, pursuant to State Statute, public works projects in excess of $25,000 are required to be publically bid, unless such bid requirement is waived via supermajority vote of the Board of Trustees; and

WHEREAS, plans and specifications for the Park Street/Main Street Improvements underwent public bid letting in accordance with the Village's purchasing policies and State Statute; and,

WHEREAS, Stenstrom Excavation and Blacktop Group has been identified as the lowest responsive, responsible bidder; and,

WHEREAS, this is a Public Works Project subject to the Illinois Prevailing Wage Act and the Village will comply with said act as required by 820 ILCS Sec. 130/0.01 *et seq*.; and,

WHEREAS, the Village has determined that it is in the best interest of its citizens to construct the improvements.

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 award of a contract to Stenstrom Excavation and Blacktop Group for the improvements to two (2) drainage ways between Park Street and Main Street in the amount of $116,967.90.
3. A contingency of 10% of the bid amount is hereby authorized by the Board of Trustees for unforeseen/unanticipated circumstances that may arise during construction.
4. The Village President is hereby authorized to execute a contract with Stenstrom Excavation and Blacktop Group and any document necessary to effectuate the intent set forth in this resolution and the Village Clerk of Poplar Grove shall attest the same after the signature of the Village President.

The Village Clerk of Poplar Grove shall attest the same after the signature of the Village President.

Adopted this 16th day of June, 2021.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING “AYE”: _____

_____

VOTING “NAY”: _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2021

_____

VILLAGE PRESIDENT

ATTEST:

_____

VILLAGE CLERK

McMAHON
ENGINEERS ARCHITECTS

To: **The Village President and Board of Trustees**

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

Re: **West Grove Park Improvements**

Date: **June 9, 2021**

As you are aware, the Village of Poplar Grove was awarded two grants totaling $40,000 for the construction of a new pavilion and unisex bathroom for West Grove Park. The Village was also awarded a grant from the Rockford Area Realtors Association to help fund the improvements as well.

The project was advertised for bids, and contract documents were procured by total of six (6) general contractors, one (1) subcontractor and three (3) plan rooms. All six contractors submitted a proposal for the project. The following is a summary of the bid results:

Contractor	**Proposal**
NICAM Construction	$97,640.00
Larson & Larson Builders, Inc.	$99,350.00
Cord Construction Company, Inc.	$98,320.00
Sjostrom & Sons, Inc.	$93,000.00
Stenstrom Construction Group	$104,947.00
Georges Landscaping, Inc.	**$87,990.00**
Engineer's Opinion of Probable Construction Cost:	$101,477.00

Recommendation:

At this time, I find that Georges Landscaping, Inc. to be the lowest responsive, responsible bidder for West Grove Park Improvements. Attached to this memo is a resolution that will award the contract to Georges Landscaping, Inc.

I look forward to discussing this item with the Committee and in the meantime please do not hesitate to contact me at 636-9590 with any questions. Thank you.

RESOLUTION 21-__39__

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE RESOLVING TO AWARD A CONSTRUCTION CONTRACT FOR THE WEST GROVE PARK IMPROVEMENTS

WHEREAS, the Village of Poplar Grove has been awarded grant funds through DCEO to improve West Grove Park with a new Pavilion and Rest Room; and

WHEREAS, pursuant to State Statute, public works projects in excess of $25,000 are required to be publicly bid, unless such bid requirement is waived via supermajority vote of the Board of Trustees; and

WHEREAS, plans and specifications for the West Grove Park Improvements underwent public bid letting in accordance with the Village's purchasing policies and State Statute; and,

WHEREAS, Georges Landscaping Inc. has been identified as the lowest responsive, responsible bidder; and,

WHEREAS, this is a Public Works Project subject to the Illinois Prevailing Wage Act and the Village will comply with said act as required by 820 ILCS Sec. 130/0.01 *et seq*.; and,

WHEREAS, the Village has determined that it is in the best interest of its citizens to construct the improvements.

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 award of a contract to Georges Landscaping, Inc. for the West Grove Park Improvements in the amount of $87,990.00.
3. A contingency of 10% of the bid amount is hereby authorized by the Board of Trustees for unforeseen/unanticipated circumstances that may arise during construction.
4. The Village President is hereby authorized to execute a contract with Georges Landscaping, Inc. and any document necessary to effectuate the intent set forth in this resolution and the Village Clerk of Poplar Grove shall attest the same after the signature of the Village President.

The Village Clerk of Poplar Grove shall attest the same after the signature of the Village President.

Adopted this 16th day of June, 2021.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING “AYE”: _____

_____

VOTING “NAY”: _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2021

_____

VILLAGE PRESIDENT

ATTEST:

_____

VILLAGE CLERK

McMAHON
ENGINEERS ARCHITECTS

To: **The Village President and Board of Trustees**

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

Re: **2021 Pavement Maintenance Program – Resolution for Maintenance Under the Highway Code**

Date: **June 10, 2021**

Attached to this memo is a Resolution for Maintenance Under the Illinois Highway Code, which essentially "appropriates" Motor Fuel Tax Funds through IDOT. Upon passage, four copies of the executed resolution need to be sent to IDOT's regional office in Dixon.

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

McMAHON
ENGINEERS ARCHITECTS

To: **The Village President and Board of Trustees**

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

Re: **2021 Pavement Maintenance Program**
Section 21-00000-00-GM

Date: **June 10, 2021**

Attached to this memo are:

- A resolution that awards the contract to Rock Road Companies, Inc.
- An itemized breakdown of the bid results.

The project was advertised for bids, and contract documents were procured by total of seven (7) General Contractors and one (1) subcontractor. The following is a summary of the bid results, and a detailed breakdown of the results is attached:

	Contractor	Proposal
1.	Rock Road Companies, Inc.	$188,087.47
2.	William Charles Construction Co. LLC	$198,459.87
3.	Curran Contracting Company, Inc.	$188,627.00
4.	Maneval Construction	$209,462.13
5.	Norwest Construction, Inc.	Bid was not read
	Engineer's Opinion of Probable Cost:	$211,313.00

I have attached a detailed breakdown of the bid results to this memorandum for your review. IDOT requires a minimum of eight days to pass between the time that proposals are opened and the time that the contract is awarded. Normally, that isn't an issue because there are 10 days between the Board and Committee meetings, and proposals are opened ahead of the Committee meeting. This June happens to be a month where the Committee Meeting and Board Meeting occur within the same week and due to IDOT advertising requirements bids are being opened six days ahead of the Board Meeting. Therefore, language is included in the resolution that awards the contract contingent upon any protests being filed.

Recommendation:

At this time, I find that Rock Road Companies is the lowest responsive, responsible bidder for Section 21-00000-00-GM, 2021 Pavement Maintenance Program. Attached to this memo is a resolution that will award the contract to Rock Road contingent upon the eight-day protest period passing without a protest being filed.

I look forward to discussing this item with the Committee and in the meantime please do not hesitate to contact me at 636-9590 with any questions. Thank you.

RESOLUTION 21- 41

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE RESOLVING TO AWARD A CONSTRUCTION CONTRACT FOR SECTION NUMBER 21-00000-00-GM, 2021 PAVEMENT MAINTENANCE PROGRAM

WHEREAS, the Village of Poplar Grove desires to maintain various streets within the Village; and,

WHEREAS, plans and specifications for section number 21-00000-00-GM underwent public bid letting in accordance with the Village's purchasing policies and MFT procurement requirements; and,

WHEREAS, Rock Road Companies, Inc. has been identified as the lowest responsive, responsible bidder; and,

WHEREAS, this is a Public Works Project subject to the Illinois Prevailing Wage Act and the Village will comply with said act as required by 820 ILCS Sec. 130/0.01 *et seq*.; now therefore,

WHEREAS, this is a Public Works Project subject to the Illinois Prevailing Wage Act and the Village will comply with said act as required by 820 ILCS Sec. 130/0.01 *et seq*.; and,

WHEREAS, the Village has determined that it is in the best interest of its citizens to construct the improvements.

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 award of a contract to Rock Road Companies, Inc. for Section Number 21-00000-00-GM, 2021 Pavement Maintenance Program in the amount of $188,087.47 contingent upon the protest period expiring without a formal protest being filed.
3. A contingency of 10% of the bid amount is hereby authorized by the Board of Trustees for unforeseen/unanticipated circumstances that may arise during construction.
4. The Village President is hereby authorized to execute a contract with Rock Road Companies, Inc. and any document necessary to effectuate the intent set forth in this resolution and the Village Clerk of Poplar Grove shall attest the same after the signature of the Village President.

The Village Clerk of Poplar Grove shall attest the same after the signature of the Village President.

Adopted this 16th day of June, 2021.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING “AYE”: _____

_____

VOTING “NAY”: _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2021

_____

VILLAGE PRESIDENT

ATTEST:

_____

VILLAGE CLERK

Illinois Department of Transportation

Tabulation of Bids - 5 Bidders

Local Public Agency	County	Section Number	Letting Date
Village of Poplar Grove	Boone	21-00000-00-GM	06/10/21

Approved Engineer's Estimate	Attended By (IDOT Representative(s))
$211,313.00	

Bidder's Name	William Charles Construction Company	Curran Contracting Company	Rock Road Companies, Inc.	Maneval Construction Co.	Norwest Construction, Inc.
Bidder's Address	833 Featherstone Rd	286 Memorial Court	PO Box 1818	28090 W. Concrete Dr.	82 Prairie Hill Road
City, State, Zip	Rockford IL 61107	Crystal Lake IL 60014	Janesville WI 53547	Ingleside IL 60041	South Beloit IL 61080
Proposal Guarantee	5% Bid Bond	5% Bid Bond	5% Bid Bond	5% Bid Bond	
Terms					

					Approved Engineer's Estimate											
Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Bit.Surf.Rem.,1.5" Butt Joint		SY	588	12.0000	$7,056.00	8.1600	$4,798.08	13.0000	$7,644.00	10.0000	$5,880.00	10.1600	$5,974.08		$0.00
2	Bit.Surf.Rem.,1.5" Edge Mill		SY	1975	4.0000	$7,900.00	6.2900	$12,422.75	1.9000	$3,752.50	7.0000	$13,825.00	4.7300	$9,341.75		$0.00
3	Adjust Sanitary Manhole		Each	7	1,500.0000	$10,500.00	1,322.4500	$9,257.15	1,300.0000	$9,100.00	1,800.0000	$12,600.00	1,096.2000	$7,673.40		$0.00
4	Rem. & Rep. Inlet		Each	1	5,500.0000	$5,500.00	2,403.9000	$2,403.90	4,500.0000	$4,500.00	3,900.0000	$3,900.00	2,842.0000	$2,842.00		$0.00
5	Inlet Repair		Each	18	1,500.0000	$27,000.00	1,314.3500	$23,658.30	1,300.0000	$23,400.00	930.0000	$16,740.00	1,096.2000	$19,731.60		$0.00
6	HMA Levl Binder, IL9.5,N50		Ton	10	145.0000	$1,450.00	139.2700	$1,392.70	135.0000	$1,350.00	225.0000	$2,250.00	102.8600	$1,028.60		$0.00
7	BitSurfCrs.,IL9.5,N50,MixC		Ton	1005	85.0000	$85,425.00	78.6100	$79,003.05	69.5000	$69,847.50	75.0000	$75,375.00	102.8600	$103,374.30		$0.00
8	Traffic Control - Complete		LS	1	5,000.0000	$5,000.00	5,125.3400	$5,125.34	9,500.0000	$9,500.00	2,017.9800	$2,017.98	2,900.0000	$2,900.00		$0.00
9	Rem.&Rep.PCC Curb&Gut.		LF	577	75.0000	$43,275.00	58.5100	$33,760.27	63.0000	$36,351.00	60.2200	$34,746.94	52.2000	$30,119.40		$0.00
10	Class D Patch, 3"		SY	143	60.0000	$8,580.00	108.4500	$15,508.35	62.0000	$8,866.00	62.0000	$8,866.00	69.6000	$9,952.80		$0.00
11	Earth Excavation		CY	45	35.0000	$1,575.00	58.0400	$2,611.80	60.0000	$2,700.00	62.6200	$2,817.90	69.6000	$3,132.00		$0.00
12	Trench Backfrill		Ton	63	24.0000	$1,512.00	36.3400	$2,289.42	50.0000	$3,150.00	25.2500	$1,590.75	52.2000	$3,288.60		$0.00
13	CA-6 Aggregate		Ton	23	30.0000	$690.00	52.9700	$1,218.31	50.0000	$1,150.00	30.3000	$696.90	37.1200	$853.76		$0.00
14	Aggregate Shoulder		Ton	48	45.0000	$2,160.00	17.9000	$859.20	67.0000	$3,216.00	55.0000	$2,640.00	44.0800	$2,115.84		$0.00
15	Restoration		SY	205	18.0000	$3,690.00	20.2500	$4,151.25	20.0000	$4,100.00	20.2000	$4,141.00	34.8000	$7,134.00		$0.00

BID WAS NOT READ

Total Bid:	As Read:	$198,459.87	$188,627.00	$188,087.47	$209,647.73	
	As Calculated:	$198,459.87	$188,627.00	$188,087.47	$209,462.13	$0.00
	% Over/Under:	-0.06%	-0.11%	-0.11%	-0.01%	

Boone County Web Map



6/14/2021, 10:52:47 AM

Boone_Co_IL_2018.sid

Red: Band_1

Green: Band_2

August 29, 2021
Memorial Ride

1:2,257

0 0.01 0.03 0.05 mi

0 0.02 0.04 0.09 km

Esri, HERE, Garmin, INCREMENT P, USGS, EPA, Esri, HERE, Garmin, (c)

Web AppBuilder for Arc

Esri, HERE, Garmin, INCREMENT P, USGS, EPA | Boone

Boone County Web Map



6/14/2021, 11:05:40 AM

Boone_Co_IL_2018.sid

Red: Band_1

Green: Band_2

July 31, 2021
Block Party

1:2,257

0 0.01 0.03 0.05 mi

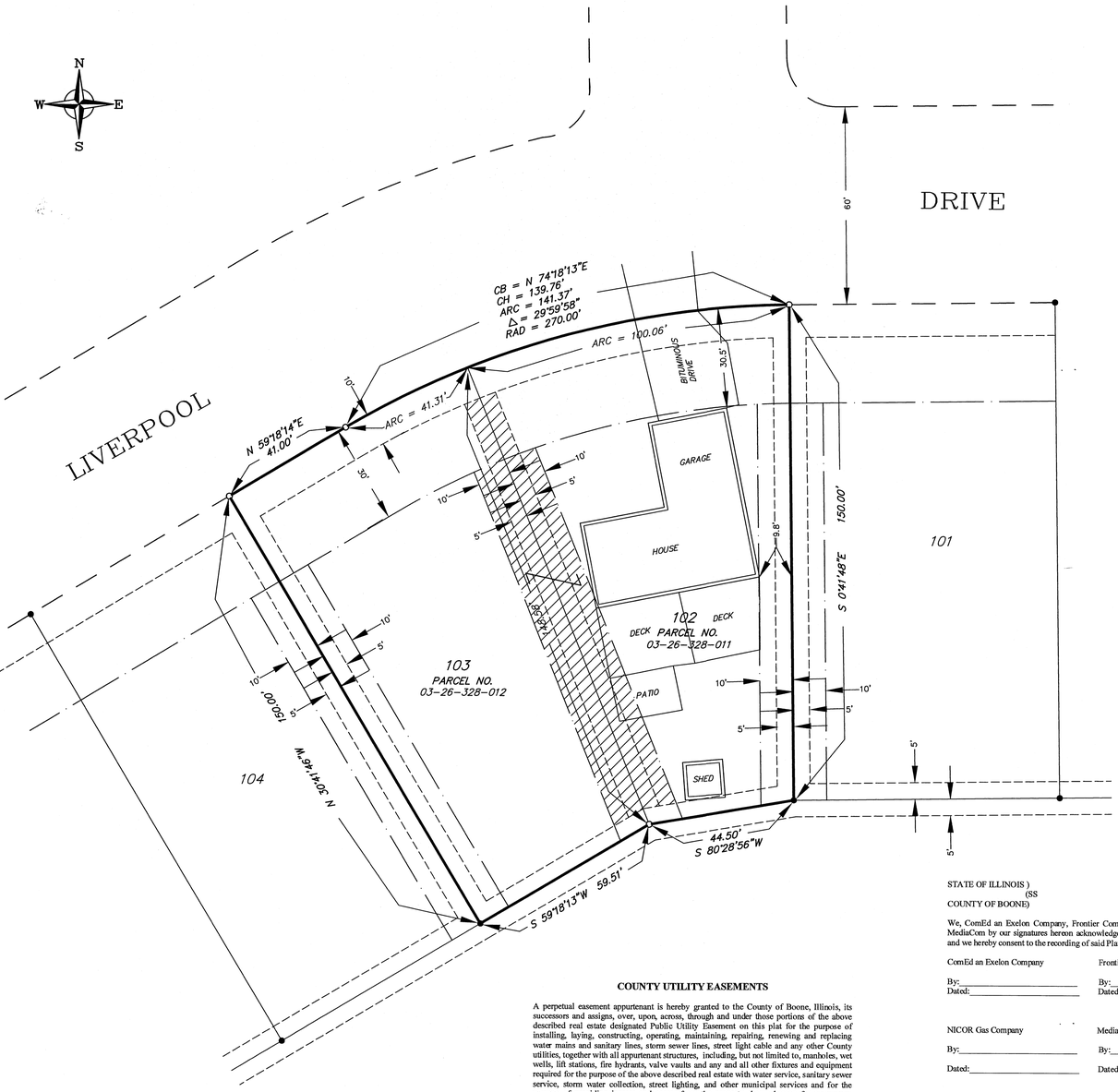
0 0.02 0.04 0.09 km

Esri, HERE, Garmin, INCREMENT P, USGS, EPA, Esri, HERE, Garmin, (c)

Web AppBuilder for ArcGIS
Esri, HERE, Garmin, INCREMENT P, USGS, EPA | BooneGIS |

LOT E OF CANDLEWICK LAKE UNIT NO. 9

REPLAT OF LOTS 102 AND 103
CANDLEWICK LAKE, UNIT NO. 9
BEING A SUBDIVISION OF A PORTION OF SECTION 26
TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN THE COUNTY OF BOONE, STATE OF ILLINOIS
JUNE 2020



LEGEND

- BOUNDARY OF SURVEY
- MONUMENT FOUND
- P.K. NAIL FOUND
- IRON PIN SET
- P.K. NAIL SET
- CENTERLINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- BUILDING SETBACK LINE
- UTILITY AND DRAINAGE EASEMENT LINE
- SETBACK AND EASEMENT LINES TO BE VACATED

COUNTY UTILITY EASEMENTS

A perpetual easement appurtenant is hereby granted to the County of Boone, Illinois, its successors and assigns, over, upon, across, through and under those portions of the above described real estate designated Public Utility Easement on this plat for the purpose of installing, laying, constructing, operating, maintaining, repairing, renewing and replacing water mains and sanitary lines, storm sewer lines, street light cable and any other County utilities, together with all appurtenant structures, including, but not limited to, manholes, wet wells, lift stations, fire hydrants, valve vaults and any and all other fixtures and equipment required for the purpose of the above described real estate with water service, sanitary sewer service, storm water collection, street lighting, and other municipal services and for the purpose of providing ingress and egress from the property shown hereon for emergency vehicles of any kind and all types whatsoever. In no event shall any permanent building be placed upon said easement areas, but they may be used for gardens, shrubs, landscaping and such other purposes that do not, and will nor in the future, interfere unreasonably with the easement rights granted to the County of Boone.

EASEMENT PROVISION:

An easement serving the Subdivision and other property with Electric and Communications service is hereby reserved for and granted to ComEd an Exelon Company, Frontier Communications, NICOR Gas Company, MediaCom and their respective successors and assigns, jointly and severally, to install, operate, maintain and remove, from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and sounds and signals in, over, across, along and upon the surface of the property shown within the dotted line on the Plat marked "Easements", the property designated in the declaration of condominium and/or on this Plat as "Common Elements" and the property designated on the Plat as "Common Area or Areas", and the property designated on the Plat for streets and alleys, whether public or private, together with the right to install required service connections over and under the surface of each lot and common area or areas to serve improvements thereon, or on adjacent lots, common area or areas, the right to cut, trim or remove trees, bushes and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over Grantees' facilities or in, upon or over the property within the dotted lines marked "Easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall be altered in a manner so as to interfere with the proper operation and maintenance thereof.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
(SS
COUNTY OF OGLE)

I hereby certify that I, Dale E. Wallace, an Illinois Professional Land Surveyor, have surveyed, subdivided and platted for the owners thereof, the following described property: Lots 102 and 103 as designated upon the Plat of Candlewick Lake Unit No. 9, the Plat which is recorded as Document No. 72-3274, all in the Recorder's Office of Boone County, all situated in the County of Boone and the State of Illinois, all located in a portion of Section 26, Township 45 North, Range 3 East of the Third Principal Meridian in the County of Boone and the State of Illinois, to be known as **LOT E OF CANDLEWICK LAKE UNIT NO. 9**. I further certify that this plat is a true and correct representation of said survey and that all dimensions are in feet and decimals thereof. Bearings shown are for descriptive purposes only.

Pursuant to Chapter 55, Section 5/3-5029 of the Illinois Compiled Statutes, I hereby certify that the attached plat is a correct representation of said survey and subdivision. I further certify that all of this property covered by this subdivision is within the corporate limits of the County of Boone and is within one and one-half miles of the Village of Poplar Grove, the Village of Timberline and the Village of Caledonia, Illinois; no part of the property covered by this subdivision is located within a special flood hazard area as identified by the Federal Emergency Management Agency, panel number 17007C0105C, effective date February 18, 2011.

I further certify that this plat is in compliance with Chapter 765, Section 205/1 of the Illinois Compiled Statutes as to monument placement, dimensions, etc.

Dated this 17th day of June, 2020, A.D. at the office of Survey-Tech.

DALE E. WALLACE ILLINOIS PROFESSIONAL
LAND SURVEYOR NO. 35-2821

DALE E. WALLACE 35-2821 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS ROCHELLE, ILLINOIS

EXPIRES 11-30-2020

THIS PROFESSIONAL SERVICE CONFORMS WITH THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
(SS
COUNTY OF BOONE)

This is to certify that the undersigned are the owners of the land described in the foregoing surveyor's certificate and has caused the same to be surveyed, subdivided and platted for uses and purposes therein set forth as allowed and provided by statute, the subdivision to be known as **"LOT E OF CANDLEWICK LAKE UNIT NO. 9"**, and does hereby acknowledge and adopt the same under the aforesaid style and title.

Dated and approved this ____ day of _____ 2020, A.D.

BY: _____ BY: _____
Owner Owner

NOTARY CERTIFICATE

STATE OF ILLINOIS)
(SS
COUNTY OF BOONE)

I, _____, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me as the person whose name is subscribed to the foregoing certificate, appeared before me this day in person and acknowledges the execution of the annexed plat and accompanying instruments for the uses and purposes therein set forth as their free and voluntary act.

Given under my hand and Notarial Seal this ____ day of _____, 2020, A.D.

_____
NOTARY PUBLIC

_____
MY COMMISSION EXPIRES

CANDLEWICK LAKE ASSOCIATION CERTIFICATE

STATE OF ILLINOIS)
(SS
COUNTY OF BOONE)

Approved this ____ day of _____, 2020, A.D.

_____
President of Candlewick Lake Association

PLAT COMMITTEE CERTIFICATE

STATE OF ILLINOIS)
(SS
COUNTY OF BOONE)

Approved this ____ day of _____ 2020, A.D. by the Boone County planning, zoning, and building committee.

_____
Chairman

COUNTY PLANNER CERTIFICATE

STATE OF ILLINOIS)
(SS
COUNTY OF BOONE)

Approved this ____ day of _____, 2020, A.D.

_____
County Planner

COUNTY BOARD CERTIFICATE

STATE OF ILLINOIS)
(SS
COUNTY OF BOONE)

This Plat approved by the County Board of Supervisors of the County of Boone this ____ day of _____, 2020, A.D.

_____ _____
Chairman Attest: County Clerk

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
(SS
COUNTY OF BOONE)

I, _____, County Clerk of Boone County, Illinois, do hereby certify that there are no delinquent general taxes, no unpaid current taxes, no unpaid forfeited taxes and no redeemable tax sales against any of the land included in the plat. I further certify that I have received all statutory fees in connection with the plat.

Given under my name and seal of the County Clerk at Belvidere, Illinois, this ____ day of _____, 2020, A.D.

_____
Boone County Clerk

RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
(SS
COUNTY OF BOONE)

This instrument No._____ was filed for record in the Recorder's Office of Boone County, Illinois on this ___ day of _____, 2020, A.D., at ___ o'clock __M.

_____
Boone County Recorder

LENDER'S CERTIFICATE

STATE OF ILLINOIS)
(SS
COUNTY OF BOONE)

We, ComEd an Exelon Company, Frontier Communications., NICOR Gas Company and MediaCom by our signatures hereon acknowledge that we have received a copy of the Plat and we hereby consent to the recording of said Plat as prepared.

ComEd an Exelon Company — Frontier Communications

By:_____ By:_____
Dated:_____ Dated:_____

NICOR Gas Company — MediaCom

By:_____ By:_____

Dated:_____ Dated:_____

STATE OF ILLINOIS)
(SS
COUNTY OF BOONE)

We, Aqua America, by our signatures hereon, acknowledge that we have received a copy of the Final Plat of Lot E of Candlewick Lake Unit No. 9, and we hereby consent to the recording of said plat as prepared.

Dated this ____ day of _____, 2020, A.D.

_____
Aqua America

VILLAGE OF TIMBERLANE CERTIFICATE

STATE OF ILLINOIS)
(SS
COUNTY OF BOONE)

Approved by the Village of Timberlane, at a meeting held this _____ day of _____, 2020, A.D.

_____ _____
President / Mayor Attest: Clerk

VILLAGE OF CALEDONIA CERTIFICATE

STATE OF ILLINOIS)
(SS
COUNTY OF BOONE)

Approved by the Village of Caledonia, at a meeting held this _____ day of _____, 2020, A.D.

_____ _____
President / Mayor Attest: Clerk

VILLAGE OF POPLAR GROVE CERTIFICATE

STATE OF ILLINOIS)
(SS
COUNTY OF BOONE)

Approved by the Village of Poplar Grove, at a meeting held this _____ day of _____, 2020, A.D.

_____ _____
President / Mayor Attest: Clerk

SURVEY-TECH
A DIVISION OF C.E.S. INC.
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-001260
104A MAPLE COURT ROCHELLE, ILLINOIS 61068
(815)-562-8771 FAX: (815)-562-6555

DATE:	SCALE:	DRAWN BY:
6-17-2020	1" = 20'	JB/DEW
		REVISED:

VIROLA

FB: BOONE 8		FILE NUMBER:
ACAD: S22220	BOONE COUNTY	S222-20