VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, April 17, 2019 - 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 March 20, 2019 meeting

PUBLIC COMMENT *Public Comment is encouraged. The Village Board will receive comments from the public, pursuant to State Statutes. Comments will be limited to five minutes on topics relating to the Village of Poplar Grove. Be further advised that matters brought up at this time may be referred to the appropriate committee or individual for further discussion or consideration.*

EXECUTIVE SESSION

2. Motion to go into closed session pursuant to 5 ILCS 120/2 (c) (1) Personnel

PROCLAMATION

3. A Proclamation in Recognition of Comcast Cares Day
4. A Proclamation in Recognition of Neeley Erickson

ADMINISTRATION & ZONING, TRUSTEE QUIMBY

5. Motion to approve **Ordinance 2019-10** An Ordinance granting a Special Use for a Discontinued Use (Livestock) within the GB, General Business District (5445 IL Route 173)

6. Motion to approve **Ordinance 2019-12** An Ordinance to Amend Chapter 2 Liquor Control, Section 2-2-5 Hours of Sale, to allow for a change in Sunday liquor sale hours, of the Village of Poplar Grove, Code of Ordinances

FINANCE AND PUBLIC WORKS, TRUSTEE ERICKSON

7. Motion to approve Check Disbursement & Payroll in the amount of $699,193.18
8. Motion to Approve **Resolution 19-13** A Resolution of the Village of Poplar Grove, Illinois Approving the Appointment of Village Treasurer, Carina Boyd, as an Authorized Agent for the Illinois Municipal Retirement Fund
9. Motion to approve **Ordinance 2019- 11** Appropriation Ordinance of the Village of Poplar Grove, Boone County, Illinois for fiscal year beginning May 1, 2019
10. Motion to approve **Resolution 19-14** A Resolution of the Village of Poplar Grove to enter into a Memorandum of Understanding with Poplar Grove Township for Maintenance to Orth Road and Beaverton Roads in the amount of $6,500
11. Motion to approve **Resolution 19-15** A Resolution of the Village of Poplar Grove to enter into an Easement Agreement for a Water Main Easement along the North Side of IL 173 between Summit Street and Poplar Grove Road in the amount of $5000
12. Motion to approve **Resolution 19-16** A Resolution of the Village of Poplar Grove Resolving to Procure Engineering Services for the Replacement of the IL Route 173 Transmission Water Main
13. Discussion and Motion approve **Ordinance 2019-08** An Ordinance of the Village of Poplar Grove authorizing the Village to enter into Master Equipment Lease/Purchase Agreements for the purchase of Pick-Up Truck and Street Sweeper

ADJOURNMENT SINE DIE (Voice Vote)

CALL TO ORDER

14. **SWEARING IN OF THE ELECTED OFFICIALS**

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.*

PRESIDENT'S REPORT

GOOD OF THE VILLAGE

15. Administration and Zoning - Monday May 13, 2019 6:30 pm
Finance and Public Works - Monday May 13, 2019 6:30 pm
Board of Trustees - Wednesday May 15, 2019 7:00 pm
Planning & Zoning- Wednesday May 22, 2019 7:00 pm

NEW BUSINESS

ADJOURNMENT (Voice Vote)

KJ 04/12/2019

VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, March 20, 2019 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

MINUTES

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)
None.

APPROVAL OF AGENDA (Voice Vote)
Motion made by Trustee Erickson, Seconded by Trustee Miller. Motion carried by voice vote.

Motion made by Trustee Miller, Seconded by Trustee Erickson to amend the agenda number 15 to 14 and 14 to 15. Motion carried by voice vote.

APPROVAL OF MINUTES (Voice Vote)

1. Motion to approve February 20, 2019 meeting
   Motion made by Trustee Miller, Seconded by Trustee Erickson. Motion carried by voice vote.

PUBLIC COMMENT *Public Comment is encouraged. The Village Board will receive comments from the public, pursuant to State Statutes. Comments will be limited to five minutes on topics relating to the Village of Poplar Grove. Be further advised that matters brought up at this time may be referred to the appropriate committee or individual for further discussion or consideration.*

Belvidere Board of Realtors delivered a donation check to Ian Neibarger for the Dog Park in the amount of $500.

ADMINISTRATION & ZONING, TRUSTEE QUIMBY

2. Motion to approve **Resolution 19-10** A Resolution directing the Belvidere Community Development Department (Planning Department) to publish the Zoning Map of the Village of Poplar Grove
   Motion made by Trustee Quimby, Seconded by Trustee Miller.
   Voting Yea: Trustee Quimby, Trustee Goings, Trustee Erickson, Trustee Walsh, Trustee Miller.
   President Costanza asked to have the President and Clerk updated on the Zoning Map. Clerk Anderberg to have Gina Delrose update.

3. Motion to approve **Resolution 19-11** A Resolution of the Village of Poplar Grove, Illinois approving the Employee Handbook
   Motion made by Trustee Quimby, Seconded by Trustee Erickson.
   Voting Yea: Trustee Quimby, Trustee Goings, Trustee Erickson, Trustee Walsh, Trustee Miller.
   No further discussion.

4. Motion to approve **Ordinance 2019-07** An Ordinance Granting a Special Use for a Drive-Through Window and Liquor Sales with Video Gaming within the GB, General Business District (13561 Julie Drive)
   Motion made by Trustee Quimby, Seconded by Trustee Erickson.
   Voting Yea: Trustee Quimby, Trustee Goings, Trustee Erickson, Trustee Walsh, Trustee Miller.
   President Costanza filled in Chairman Quimby about the special use on having a drive-through. No further discussion.

5. Motion to approve **Ordinance 2019-09** An Ordinance amending the Village of Poplar Grove Code of Ordinances Title 4, Chapter 1, Traffic Regulations Section 4-1-7 Load Limits
   Motion made by Trustee Quimby, Seconded by Trustee Miller.
   Voting Yea: Trustee Quimby, Trustee Goings, Trustee Erickson, Trustee Walsh, Trustee Miller.
   Public Works Direction Mitch Hilden explained to the Village Board why the Village Roads needed to be updated for the Overweight Vehicles.

FINANCE AND PUBLIC WORKS, TRUSTEE ERICKSON

6. Motion to approve Check Disbursement & Payroll in the amount of $124.719.19
   Motion made by Trustee Goings, Seconded by Trustee Miller.
   Voting Yea: Trustee Quimby, Trustee Goings, Trustee Erickson, Trustee Walsh, Trustee Miller.

7. Motion to approve 2019 Fireworks display with Melrose Pyrotechnics for the Village of Poplar Grove Neighbors Night Fest in the amount of $6500
Motion made by Trustee Quimby, Seconded by Trustee Goings.
Voting Yea: Trustee Quimby, Trustee Goings, Trustee Erickson, Trustee Walsh, Trustee Miller.
Sponsors Sosnowski Szeto and McMahon donated the increase cost of the fireworks for Neighbor Night Fest.

8. Motion to approve **Resolution 19-09** A Resolution for Maintenance Under the Illinois Highway Code Section Number 14-00000-00-GM in the amount of $37,348.26
Motion made by Trustee Miller, Seconded by Trustee Quimby.
Voting Yea: Trustee Quimby, Trustee Goings, Trustee Erickson, Trustee Walsh, Trustee Miller.

9. Motion to approve **Resolution 19-08** A Resolution for Maintenance Under the Illinois Highway Code Section Number 18-00000-00-GM in the amount of $7,653.90
Motion made by Trustee Quimby, Seconded by Trustee Goings.
Voting Yea: Trustee Quimby, Trustee Goings, Trustee Erickson, Trustee Walsh, Trustee Miller.

10. Motion to approve **Resolution 19-07** A Resolution of the Village of Poplar Grove to award a contract for Section Number 19-00000-01-GM (Seal Coat) to Civil Constructors, Inc. in the amount of $50,980.00
Motion made by Trustee Goings, Seconded by Trustee Miller.
Voting Yea: Trustee Quimby, Trustee Goings, Trustee Erickson, Trustee Walsh, Trustee Miller.

11. Motion to approve **Resolution 19-06** A Resolution of the Village of Poplar Grove to award a contract for Section Number 19-00000-00-GM (2019 Pavement Maintenance) to Rock Road Companies, Inc in the amount of $177,318.67
Motion made by Trustee Quimby, Seconded by Trustee Walsh.
Voting Yea: Trustee Quimby, Trustee Goings, Trustee Erickson, Trustee Walsh, Trustee Miller.

12. Discussion and Motion to approve **Ordinance 2019-08** An Ordinance of the Village of Poplar Grove Authorizing the Village to Enter into Master Equipment Lease/Purchase Agreements for a Pick-Up Truck, Street Sweeper and Plow Truck
Motion made by Trustee Quimby, Seconded by Trustee Miller for discussion for Attorney Gibbons.
Attorney Gibbons asked the Village Board to table this Ordinance for a Special Meeting or the next Village Meeting. The Lease Agreement was received late and Attorney Szeto hasn't had time to review the Lease Agreement to make recommendations to the Village Board. President Costanza asked the Board of Trustees to hold a Special Meeting to allow the Attorney's to review the Lease Agreement and this way the Village Board

can pick the appropriate terms for the Lease. Village Board decided to hold a Special Meeting Thursday March 28, 2019 at 6pm at Village Hall.
Motion made by Trustee Miller, Seconded by Trustee Erickson to table the Ordinance to March 28, 2019. Motion carried by voice vote.

13. Motion to approve Proposed Abatement for the EPI Building from Ironwood Environmental Inc in the amount of $23,750
Motion made by Trustee Miller, Seconded by Trustee Erickson.
Voting Yea: Trustee Quimby, Trustee Goings, Trustee Erickson, Trustee Walsh, Trustee Miller.

NEW BUSINESS

14. Discussion and Motion to approve Formal Bidding Requirement with Regards to Demolition of EPI Building
Motion made by Trustee Miller, Seconded by Trustee Erickson.
Voting Yea: Trustee Quimby, Trustee Goings, Trustee Erickson, Trustee Walsh, Trustee Miller.

15. Discussion and Motion to approve **Resolution 19-12** A Resolution of the Village of Poplar Grove to Procure Demolition Services for the former EPI Building to N-Track Group in the amount of $119,896.16
Motion made by Trustee Quimby, Seconded by Trustee Erickson.
Voting Yea: Trustee Quimby, Trustee Goings, Trustee Erickson, Trustee Walsh, Trustee Miller.
Engineer Chris Dopkins explained to the Village Board about the process for removal of the building, pallets, clean-up, and restoration.

GOOD OF THE VILLAGE

16. Administration and Zoning - Monday April 8, 2019 6:30 pm
Finance and Public Works - Monday April 8, 2019 6:30 pm
Public Hearing 2019-2020 Budget- Wednesday April 17, 2019 6:45 pm
Board of Trustees - Wednesday April 17, 2019 7:00 pm
Ordinance Sub Committee - Thursday April 18, 2019 7:00 pm
Planning & Zoning- Wednesday April 24, 2019 7:00 pm
Administration and Zoning - Monday April 8, 2019 6:30 pm
Finance and Public Works - Monday April 8, 2019 6:30 pm
Public Hearing 2019-2020 Budget- Wednesday April 17, 2019 6:45pm
Board of Trustees - Wednesday April 17, 2019 7:00 pm
Ordinance Sub Committee - Thursday April 18, 2019 7:00 pm Planning & Zoning- Wednesday April 24, 2019 7:00 pm

EXECUTIVE SESSION

17. Motion to go into closed session pursuant to 5 ILCS 120/2 (c) (11) Pending Litigation
Motion made by Trustee Miller, Seconded by Trustee Goings at 7:32 pm.

ADJOURNMENT (Voice Vote)

Motion made by Trustee Goings, Seconded by Trustee Quimby.
Adjournment at 7:49 pm.

KJ 03/15/2019

PROCLAMATION

In Recognition of

"COMCAST CARES DAY"
April 27, 2019

WHEREAS, Comcast remains an active, committed and engaged member of the Poplar Grove Community and supports the core American value of volunteerism through partnerships, grants, and volunteer activities that empower individuals and organized communities, and;

WHEREAS, Comcast Cares Day is a celebration of service, and commitment to year-round volunteerism and has become the nation's largest single-day corporate volunteer effort that brings employees, families, friends, and community partners together for a common purpose and mission, and;

WHEREAS, Comcast celebrating its 18th National Comcast Cares Day, has reached an important milestones, including 1 million volunteers and more than 6 million volunteer hours at 10,000 projects since Comcast Cares Day started in 2001, and;

WHEREAS, Comcast Cares Day promotes a spirit of corporate responsibility thanks to the hard work, dedication and service of volunteers who will be cleaning the Boone County Conservation District property located at Spencer Park on April 27, and;

WHEREAS, The projects symbolize the community's commitment to renew our connection to nature.

NOW, THEREFORE, I, Owen Costanza, serving as President of Poplar Grove, do hereby proclaim April 27, 2019 as "Comcast Cares Day" in Poplar Grove and Boone County, Illinois.

Dated this 17th day of April, 2019.

_____

Proclamation

Honoring Neeley Erickson for her service to the Village of Poplar Grove.

Whereas, NEELEY ERICKSON, has given her time, knowledge, and experience, as a member of the Village Board of the Village of Poplar Grove, Boone County, Illinois; and

Whereas, NEELEY ERICKSON was first elected in April of 2015 to the office of Trustee in the Village of Poplar Grove; and

Whereas, NEELEY ERICKSON, has become a vital part of local government, and a leader in the community, serving as a member of the Administration and Zoning Committee, Finance & Public Works Committee, and as Chairman of the Finance & Public Works Committee since May of 2017; and

Whereas, through her interest in serving our community, NEELEY ERICKSON has exemplified the Village's tradition of representative democracy and citizen participation providing the professional link between the citizens, the local governing bodies, and agencies of government.

Now, Therefore, do I, Owen Costanza, Village President of the Village of Poplar Grove, Illinois, recognize **NEELEY ERICKSON** for her years of service, and further extend our deepest appreciation, for the devotion and loyalty she has provided to the residents of the Village of Poplar Grove.

Dated this 17th day of April 2019

_____

Owen Costanza
Village President

MEMO

DATE: March 28, 2019

TO: Poplar Grove Village Board

FROM: Village of Poplar Grove Planning and Zoning Commission

SUBJECT: Findings of Fact for Case 2019-02; Straw, 5445 IL Rte 173

REQUEST AND LOCATION:
The applicant and property owner, Elizabeth Straw, 14837 IL Route 76, Caledonia, IL 61011, is requesting a special use pursuant to the Poplar Grove Zoning Ordinance, Section 8-9-3 Discontinuance of a Use (B) Exceptions by Special Use and 8-5-7 Special Uses. Specifically, the applicant is requesting the ability to have livestock on the property at 5445 IL Route 173, Poplar Grove, IL 61065 within the GB, General Business District on 29.85 acres of land. (PIN: 03-24-201-009). The property is irregular in shape and developed with a residence and outbuildings.

FINDINGS OF FACT:
Per Section 8-5-7(D) of the Village of Poplar Grove Zoning Ordinance, the criteria for granting a Special Use Permit are as follows:

A. **Findings: The establishment, maintenance or operation of the special use could be detrimental to or endanger the public health, safety, morals, comfort or general welfare.**

Most non-agricultural land uses occur inside buildings, which have structural and aesthetic guidelines. Agricultural buildings do not share the same requirements and oftentimes, agricultural land uses occur outside. This creates a different set of potential negative impacts on nearby properties. The impact of agricultural activities, such as raising livestock can vary greatly depending on circumstances such as setbacks, bufferyards, type and quantity of livestock, etc. Conditions of approval shall be placed to help minimize potential negative impacts on nearby properties.

B. **Findings: The special use could be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted or substantially diminish or impair property values within the neighborhood.**

The property is zoned general business which permits personal or professional services, indoor retail sales/service, indoor repair sales/service and public parks and open spaces. Additional land uses such as outdoor entertainment sales/service and outdoor retail sales/service are permitted by special use. Although the raising of livestock is not in-line with the encouraged commercial land uses, with proper conditions of approval and enforcement, potential negative impacts would be minimized.

C. **Findings: The establishment of the special use could impede the normal or orderly development and improvements of the surrounding property for uses permitted in the district.**

The property is located along Illinois Route 173 which is transitioning from agriculture to a mix of residential, commercial, civic and industrial land uses within municipal areas. Developments that have begun in the area have done so with the understanding that the subject property was commercial and would eventual develop as such, not revert back to more agricultural land uses.

D. <u>Findings:</u> Adequate utilities, access roads, drainage and/or necessary facilities will be provided.

The property not located along the Village's perimeter. Proper utilities and infrastructure are nearby and serve adjacent properties.

E. <u>Findings:</u> Adequate measures have been taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets.

The property is currently accessed by an approximately 200-foot long driveway that widens to provide adequate vehicle circulation near the barn that the livestock will be kept.

F. <u>Findings:</u> The special use shall, in all other respects, conform to the applicable regulations of the districts in which it is located.

The special use will be required to conform to all the applicable regulations of the Zoning Ordinance, the Subdivision Ordinance, all other regulations and to any conditions of approval enacted by the Village Board.

The motion to adopt the Findings of Fact as presented for case 2019-02 for a special use to permit a discontinued use (livestock) at 5445 IL Route 173 carried with a (4-0) roll call vote.

_____

Jake Dykstra, Chairman
Poplar Grove Planning and Zoning Commission

Memorandum

DATE: March 20, 2019

TO: Village of Poplar Grove Planning and Zoning Commission

FROM: Gina DelRose, Community Development Planner

SUBJECT: Staff advisory memo for case: 2019-02: Straw, 5445 IL Route 173

REQUEST AND LOCATION:
The applicant and property owner, Elizabeth Straw, 14837 IL Route 76, Caledonia, IL 61011, is requesting a special use pursuant to the Poplar Grove Zoning Ordinance, Section 8-9-3 Discontinuance of a Use (B) Exceptions by Special Use and 8-5-7 Special Uses. Specifically, the applicant is requesting the ability to have livestock on the property at 5445 IL Route 173, Poplar Grove, IL 61065 within the GB, General Business District on 29.85 acres of land. (PIN: 03-24-201-009). The property is irregular in shape and developed with a residence and outbuildings.

BACKGROUND:
Although the property is currently in row-crop production, records show that it was annexed into the Village of Poplar Grove prior to 1996 and has been zoned commercial for quite some time. The property is located along Illinois Route 173 and North Hill Street, serviceable by municipal utilities and approximately 30 acres in size. This makes the current commercial zoning classification of general business an appropriate classification. As residential, civic, commercial and industrial uses develop near the property, the long term presence of livestock was not anticipated.

According to the applicant's narrative, the property had a dairy operation until recently. Without access to adequate records, it is assumed that the varied agricultural land uses have been operating as legal non-conforming uses. The Village's Zoning Ordinance states that nonconformities may continue to operate at the level of operation on the effective date granted subject the following: the nonconforming use shall not be added to or enlarged and repairs made to structures shall not exceed 50% of the fair market value. The legal nonconforming status shall be lost if the use is discontinued for twelve or more consecutive months or destroyed by more than 50% of its fair market value. Since livestock has not been housed on the property for more than twelve months, the legal non-conforming status has been lost. A special use is needed to bring back the previous land use.

The applicant is proposing to fence in an approximately 30,000 square-foot area and utilize an existing outbuilding. Their intent is to have no more than 6 calves or heifers and no milking will occur on-site. Even though the intent is to have limited livestock, enforcing such conditions could be burdensome and difficult at times.

FINDINGS OF FACT:
Per Section 8-5-7(D) of the Village of Poplar Grove Zoning Ordinance, the criteria for granting a Special Use Permit are as follows:

A. **Findings: The establishment, maintenance or operation of the special use could be detrimental to or endanger the public health, safety, morals, comfort or general welfare.**

Most non-agricultural land uses occur inside buildings, which have structural and aesthetic guidelines. Agricultural buildings do not share the same requirements and oftentimes, agricultural land uses occur outside. This creates a different set of potential negative impacts on nearby properties. The impact of agricultural activities, such as raising livestock can vary greatly depending on circumstances such as setbacks, bufferyards, type and quantity of livestock, etc. Conditions of approval shall be placed to help minimize potential negative impacts on nearby properties.

B. **Findings: The special use could be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted or substantially diminish or impair property values within the neighborhood.**

The property is zoned general business which permits personal or professional services, indoor retail sales/service, indoor repair sales/service and public parks and open spaces. Additional land uses such as outdoor entertainment sales/service and outdoor retail sales/service are permitted by special use. Although the raising of livestock is not in-line with the encouraged commercial land uses, with proper conditions of approval and enforcement, potential negative impacts would be minimized.

C. **Findings: The establishment of the special use could impede the normal or orderly development and improvements of the surrounding property for uses permitted in the district.**

The property is located along Illinois Route 173 which is transitioning from agriculture to a mix of residential, commercial, civic and industrial land uses within municipal areas. Developments that have begun in the area have done so with the understanding that the subject property was commercial and would eventual develop as such, not revert back to more agricultural land uses.

D. **Findings: Adequate utilities, access roads, drainage and/or necessary facilities will be provided.**

The property not located along the Village's perimeter. Proper utilities and infrastructure are nearby and serve adjacent properties.

E. **Findings: Adequate measures have been taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets.**

The property is currently accessed by an approximately 200-foot long driveway that widens to provide adequate vehicle circulation near the barn that the livestock will be kept.

F. **Findings: The special use shall, in all other respects, conform to the applicable regulations of the districts in which it is located.**

The special use will be required to conform to all the applicable regulations of the Zoning Ordinance, the Subdivision Ordinance, all other regulations and to any conditions of approval enacted by the Village Board.

RECOMMENDATION:
The planning staff recommends approval of case 2019-02 subject to following conditions:

1. No additional agricultural buildings shall be constructed on the property.

2. The special use shall be restricted to inside the building and fenced area as shown on the site plan submitted by the applicant.

3. The only non-domesticated animals/livestock permitted are cows, heifers and calves. Bulls are not permitted.

4. No more than a total of six non-domesticated animals/livestock shall be on the property at any given time.

5. Compliance with all other applicable codes and ordinances.

PLANNING AND ZONING COMMISSION/VILLAGE BOARD ACTION
The Planning and Zoning Commission shall make and forward findings of fact as to the compliance of the proposed special use with the standards and make a recommendation to the Village Board. The Village Board shall review the findings and recommendation and may accept or reject the findings and recommendation of the Planning and Zoning Commission in whole or in part; or the Village Board may refer the matter back to the Planning and Zoning Commission for further consideration. Any approval shall be considered the approval of a unique request and not be construed as precedent for any other proposed special use.

ATTACHMENTS

1. Location Map submitted by Planning Staff.

2. Aerial Photo submitted by Planning Staff.

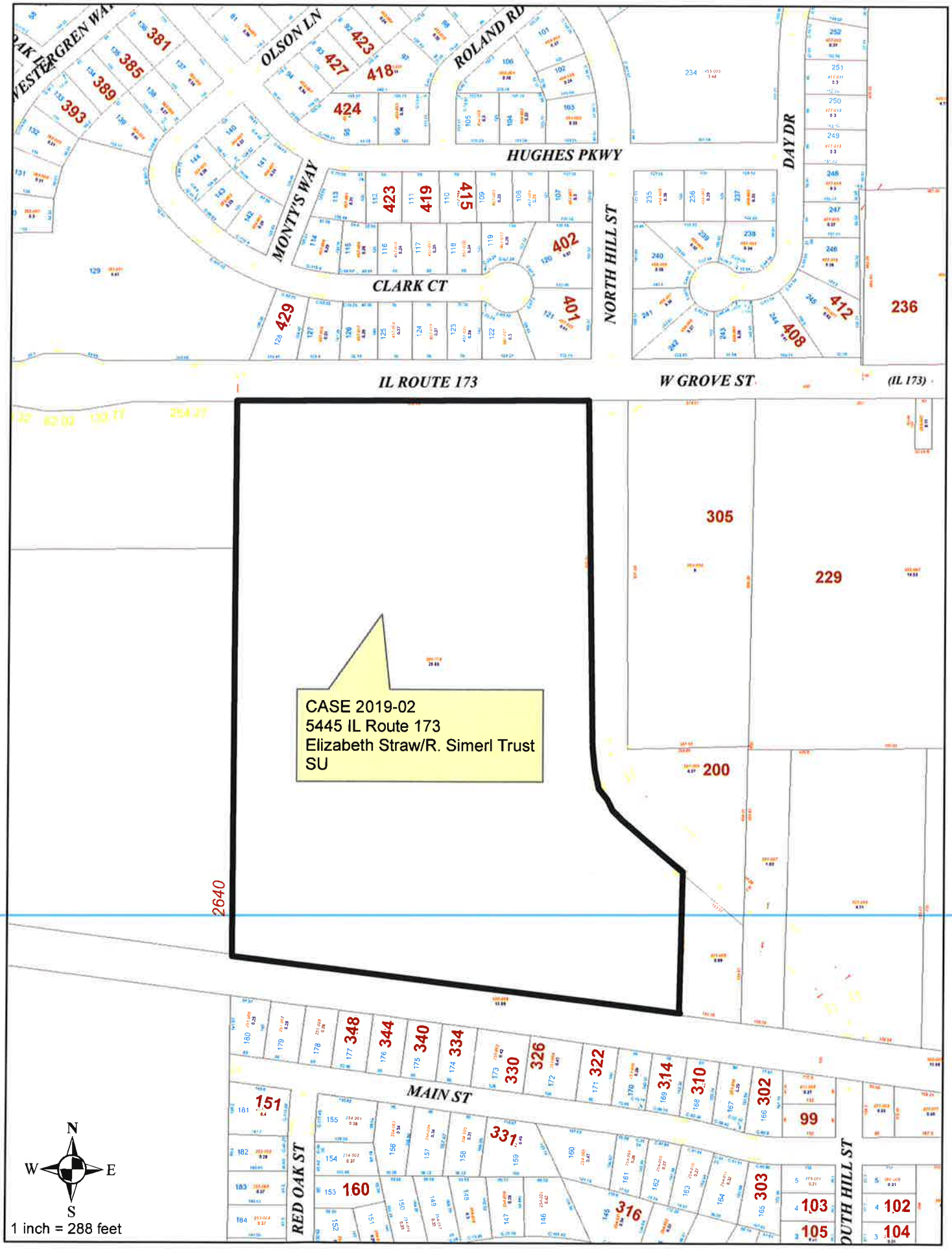
3. Narrative submitted by the Applicant.

4. Site Plan submitted by the Applicant.

5. Pictures submitted by the Applicant.

6. Letter from Boone County Health Department, Amanda Mehl, March 11, 2019.

7. NRI 1618 submitted by the Boone County Soil and Water Conservation District, Jennifer Becker, March 20, 2019.


OLSON LN
ROLAND RD
HUGHES PKWY
DAY DR
MONTY'S WAY
CLARK CT
NORTH HILL ST
IL ROUTE 173
W GROVE ST
(IL 173)
MAIN ST
RED OAK ST
SOUTH HILL ST
CASE 2019-02
5445 IL Route 173
Elizabeth Straw/R. Simerl Trust
SU
2640
N
W
E
S
1 inch = 288 feet


IL ROUTE 173
W GROVE ST
NORTH HILL ST
MAIN ST
OAK ST
CASE 2019-02
5445 IL Route 173
Elizabeth Straw/R. Simerl Trust
SU
2640
305
200
360
356
352
348
344
340
334
330
326
322
318
314
310
306
151
N
W
E
S
1 inch = 173 feet

Robinette Simerl Trust - Special Use Narrative

F. Eugene Simerl and Robinette K. Simerl resided at 5445 Route 173, Poplar Grove for many years. Unfortunately, both of the owners have recently passed away within the past 12 months and their daughter, Elizabeth Straw now succeeds to their interest in this property.

Eugene and Robinette were long time dairy farmers at this location. While livestock ceased to be a part of the picture in recent years, Eugene and Robinette continued to personally engage in crop farming and then rented out the property for agricultural purposes for grain farming when Eugene was no longer personally able to operate the farm himself.

Their daughter wishes to move her family into the residence on the property and improve the barn for purposes of having upon to 6 calves or heifers at this location, with new fences, as well as improve the house, without expanding the footprint for her family's occupancy. There will be no milking of cows on the premises. The remaining acreage of this parcel will continue to be used for grain farming.

The vegetable stand in the northeast corner of the property lease has expired and will not be renewed and that area will be restored to grain farming as well.

F:\WPFILES\Zoning.anx\C\2019\Robinette Simerl Trust.narrative.wpd

February 28, 2019



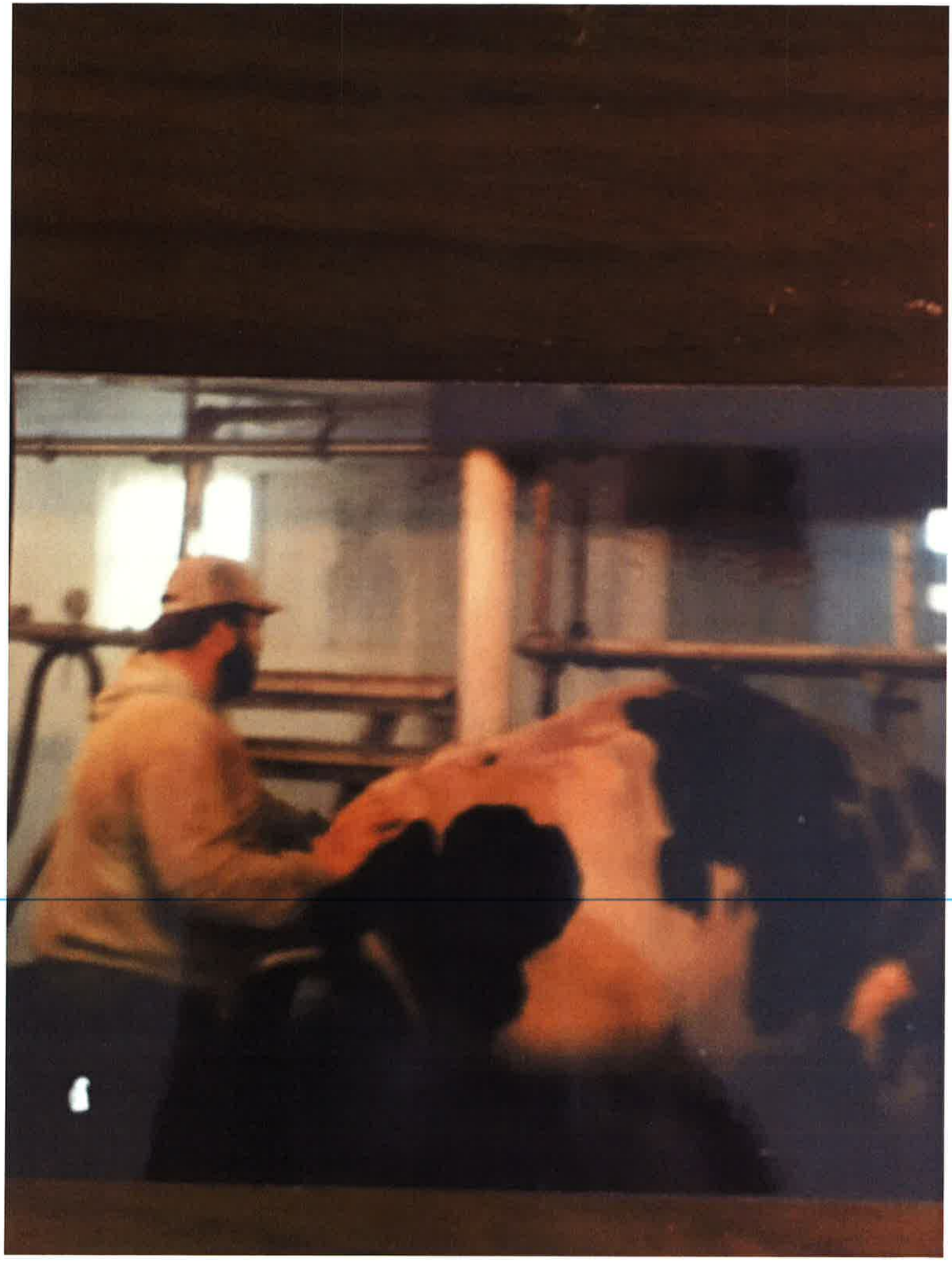
N
W E
S

WinGIS cannot and does not warrant the accuracy of property and boundary lines, dimensions of parcels and lots, location of structures or improvements, and topographic or geologic features on the land. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy.

0 70 140 Feet

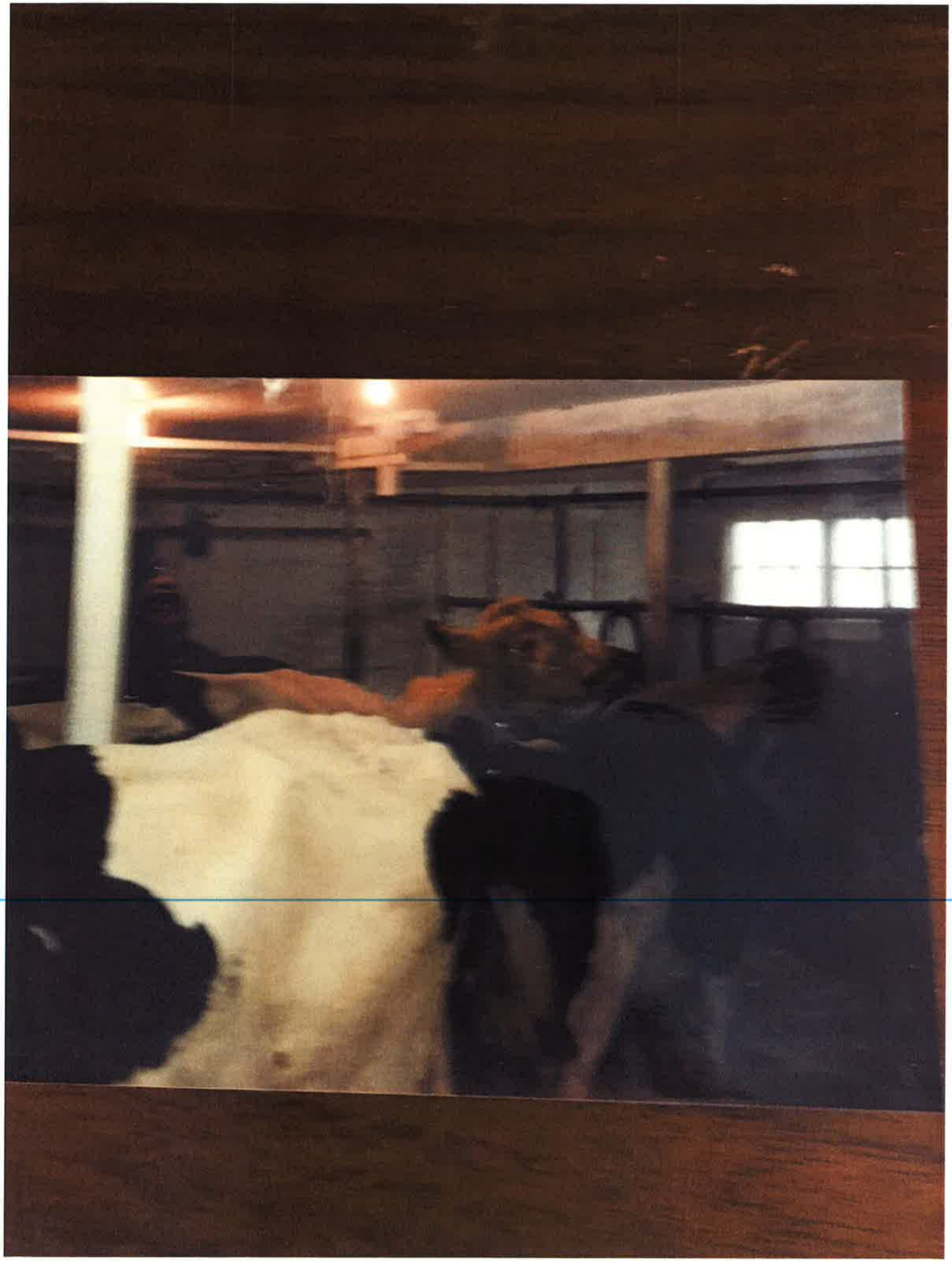
SCALE: 1:866

WINGIS
Winnebago County Geographic Information System









Public Health
Prevent. Promote. Protect.

Boone County Health Department
1204 Logan Avenue, Belvidere, Illinois 61008
Main Office 815.544.2951 Clinic 815.544.9730 Fax 815.544.2050
www.boonehealth.org

The mission of the Boone County Health Department is to serve our community by preventing the spread of disease, promoting optimal wellness & protecting the public's health.

March 11, 2019

FAX: 815-547-0789

Gina DelRose
Community Development Planer
401 Whitney Blvd Suite 300
Belvidere, IL 61008

Planning Services for Village of Poplar Grove

Re: Case; 2019-02; Straw: 5445 IL Route 173

Dear Gina,

We are in receipt of a copy for special use permit to have livestock on their property. Our office has no objections or comments on this request.

Please let us know if you have any questions or concerns.

Thank you,

Amanda Mehl
Administrator of Public Health
skm

Boone County
Soil & Water
Conservation District

211 N. Appleton Road
Belvidere, IL 61008
815-544-2677 ext. 3

20 March 2019

SWCD NRI #: 1618

Village of Poplar Grove
200 N. Hill St.
Poplar Grove, IL 61065

Dear Sir/Madam,

A request for a Natural Resource Information Report was submitted. We will supply a written reply to you office as indicated below:

__X__ Our review does not apply in this instance.
_____ Other (see attached)

Location of Site: 5445 Illinois Route 173 Poplar Grove, IL 60165
PIN(S): 03-24-201-009

Contact	Petitioner	Owner
Lois Ramon 530 S. State Street, Suite 200 Belvidere, IL 61008	Elizabeth Straw 14837 Route 76 Caledonia, IL 61011	Elizabeth Straw 14837 Route 76 Caledonia, IL 61011
608-346-0118 lois@tobinramon.com		

Request: Special Use to bring back a discontinued use.

Sincerely,

Jennifer Becker

Jennifer Becker
Boone County Soil & Water
Conservation District

Re: Lois Ramon

MEMO

DATE: March 28, 2019

TO: Poplar Grove Village Board

FROM: Village of Poplar Grove Planning and Zoning Commission

SUBJECT: Recommendation— Case 2019-02; Straw, 5445 IL Route 173

REQUEST AND LOCATION:
The applicant and property owner, Elizabeth Straw, 14837 IL Route 76, Caledonia, IL 61011, is requesting a special use pursuant to the Poplar Grove Zoning Ordinance, Section 8-9-3 Discontinuance of a Use (B) Exceptions by Special Use and 8-5-7 Special Uses. Specifically, the applicant is requesting the ability to have livestock on the property at 5445 IL Route 173, Poplar Grove, IL 61065 within the GB, General Business District on 29.85 acres of land. (PIN: 03-24-201-009). The property is irregular in shape and developed with a residence and outbuildings.

RECOMMENDATION:
The Planning and Zoning Commission **approved** case number 2019-02 subject to the following conditions:

1. No additional agricultural buildings shall be constructed on the property.

2. The special use shall be restricted to inside the building and fenced area as shown on the site plan submitted by the applicant.

3. The only non-domesticated animals/livestock permitted are cows, heifers and calves. Bulls are not permitted.

4. No more than a total of six non-domesticated animals/livestock shall be on the property at any given time.

5. Compliance with all other applicable codes and ordinances.

The motion to approve case 2019-02 for a special use to permit a discontinued use (livestock) at 5445 IL Route 173 subject to the five conditions as presented by staff carried with a (4-0) roll call vote.

_____
Jake Dykstra, Chairman
Poplar Grove Planning and Zoning Commission

ORDINANCE # 2019-10

AN ORDINANCE GRANTING A SPECIAL USE FOR A DISCONTINUED USE (LIVESTOCK) WITHIN THE GB, GENERAL BUSINESS DISTRICT (5445 IL Route 173)

WHEREAS, the Village of Poplar Grove has adopted Title 8, Zoning in accordance with the provisions of Illinois Compiled Statutes, to regulate the use of land and specify the minimum requirements for improvements on land in the Village of Poplar Grove; and

WHEREAS, special uses are certain municipal or private uses that due to their physical or operational characteristics may pose a threat to the value, use and enjoyment of adjoining property and are reviewed on a case by case basis, and are permitted only by permission of the Poplar Grove Village Board; and,

WHEREAS, the applicant, Elizabeth Straw, 14837 IL Route 76, Caledonia, IL 61011, has petitioned the Village for a special use to permit a discontinued use (livestock) at 5445 IL Route 173; and,

WHEREAS, after due notice by publication pursuant to the Illinois State Statutes, the Village of Poplar Grove Planning and Zoning Commission held a public hearing on March 27, 2019 concerning the proposed special use; and,

WHEREAS, the Village of Poplar Grove Planning and Zoning Commission having examined said application and having considered the evidence, both oral and documentary, and being fully advised about the premises did make findings of fact and a recommendation; and,

WHEREAS, the corporate authorities of the Village considered the findings of fact and concur with the recommendation of the Planning and Zoning Commission.

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND VILLAGE BOARD OF THE VILLAGE OF POPLAR GROVE, BOONE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. That a special use in the GB, General Business District for livestock on the property (as depicted on Attachment A) legally described as:

The West Half (1/2) of the Northeast Quarter (1/4) of Section 24, Township 45 North, Range 3 Eat of the Third Principal Meridian, lying North of the former Chicago and Northwestern Railway,

EXCEPTING THEREFROM THE FOLLOWING: Part of the Northwest Quarter (1/4) of the Northeast Quarter (¼) of Section 24, Township 45 North, Range 3 East of the Third Principal Meridian, Village of Poplar Grove, Boone County, Illinois described as follows: Commencing at the Northwest corner of Section 24 aforesaid; thence North 89°-28'-01" East, along the North line of said Section 3609.45 feet to the Point of Beginning for the parcel herein described; thence South 00°-24'-54" West 887.51 feet; thence North 89°-20'-24" East 294.65 feet; thence North 0°-24'-54" East along the West line of a parcel of land conveyed to the Village of Poplar Grove by Corporation Warranty Deed, recorded as Document No. 89-3522 on September 22, 1989 in the Boone County Recorder's Office, 886.86 feet; thence South 89°-28'-01" West 294.64 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM: All that portion of the following described property lying Westerly of the West / East center line of the Northeast Quarter of Section 24: Part of the Northeast Quarter of Section 24, Township 45 North, Range 3 East of the Third Principal Meridian, Village of Poplar Grove, Boone County, Illinois, described as follows: Commencing at the Northwest corner of Plat No. 5 of Sherman Oaks as platted and recorded; thence South 82 degrees 28 minutes 27 seconds East 1255.44 feet along the Southerly line of the former Chicago and Northwestern Railway; thence North 00 degrees 22 minutes 12 seconds East 100.79 feet to the point of beginning of the parcel herein described; thence North 00 degrees 22 minutes 12 seconds East 660.78 feet; thence North 89 degrees 18 minutes 04 seconds East 700.60 feet; thence South 00 degrees 21 minutes 45 seconds West 761.81 feet to the Northerly line of the former Chicago and Northwestern Railway; thence North 82 degrees 28 minutes 27 seconds West 706.08 feet to the point of beginning,

ALSO EXCEPTING THEREFROM: Part of the Northeast Quarter of Section 24, Township 45 North, Range 3 East of the Third Principal Meridian, Village of Poplar Grove, Boone County, Illinois: Commencing at the Northwest corner of Plat No. 5 of Sherman Oaks as platted and recorded; thence South 82 degrees 28 minutes 27 seconds East 689.90 feet along the Southerly line of the former Chicago and Northwestern Railway; thence North 6 degrees 17 minutes 54 seconds East 100.02 feet to the Northerly line of said Railway; thence South 82 degrees 28 minutes 27 seconds East 555.10 feet; thence North 0 degrees 22 minutes 12 seconds East 235.61 feet to the point of beginning of the parcel herein described; thence North 50 degrees 18 minutes 22 seconds West 383.57 feet; thence Northwesterly along the arc of a curve to the right 212.30 feet having a radius of 240.00 feet and chord bearing North 24 degrees 57 minutes 54 seconds West 205.44 feet; thence North 89 degrees 37 minutes 25 seconds West 10.00 feet; thence North 0 degrees 22 minutes 35 seconds East 850.01 feet; thence North 89 degrees 31 minutes 27 seconds East 100.01 feet; thence South 0 degrees 22 minutes 35 seconds West 851.49 feet; thence North 89 degrees 17 minutes 13 seconds East 294.69 feet; thence South 0 degrees 22 minutes 12 seconds West 434.31 feet to the point of beginning.

ALSO EXCEPTING THEREFROM: All that portion of the following described property lying Westerly of the West / East center line of the Northeast Quarter of Section 24: Part of the Northeast Quarter of Section Twenty-four (24), Township Forty-five (45) North, Range Three (3) East of the Third Principal Meridian, bounded and described as follows, to-wit: Beginning at the Southwest corner of premises conveyed by Everett F. Johnson and Darlene Johnson to the Village of Poplar Grove by Quitclaim Deed dated May 26, 1972 and recorded as Document No. 72-2321 in the Recorder's Office of Boone County, Illinois; thence North 00 degrees 24 minutes 54 seconds East, along the West line of said premises so conveyed by Johnson as aforesaid, 728.90 feet to the South line of premises conveyed by F. Eugene Simerl and Robinette K. Simerl to the Village of Poplar Grove by Warranty Deed dated August 1, 1980, and recorded as Document No. 80-2258 in said Recorder's Office; thence South 89 degrees 33 minutes 43 seconds West, 30.43 feet to the Southwest corner of said premises so conveyed by Simerl as aforesaid; thence North 00 degrees 39 minutes 36 seconds West, along the West line of said premises so conveyed by Simerl as aforesaid and along the West line of the premises conveyed by Poplar Grove Lions Club to the Village of Poplar Grove by Quitclaim Deed dated June 12, 1973 and recorded as Document No. 73-2663 in said Recorder's Office, 165.88 feet to the North line of the Northeast Quarter of said Section; thence South 89 degrees 20 minutes 24 seconds West, along the North line of the Northeast Quarter of said Section, 400.00 feet; thence South 00 degrees 24 minutes 54 seconds West, parallel with the East line of the Northeast Quarter of said Section, 894.93 feet to its intersection with a line which is parallel with the North line of the Northeast Quarter of said Section, passed through said point of beginning; thence North 89 degrees 20 minutes 24 seconds East, parallel with the North line of the Northeast Quarter of said Section, 433.55 feet to the point of beginning. Also, Beginning at the Northwest corner of Lot One (1) in Block Two (2) of Cowan's Addition to the Village of Poplar Grove as more fully legally described above, running thence South along the West line of said Cowan's Addition to the Northwest corner of Lot Fourteen (14), in Block Two (2) in Cowan's Addition; thence running West Sixteen and two-tents (16.2) rods; thence North to the North line of Section 24, Township 45 North, Range 3 East of the Third Principal Meridian; thence running East along the North line of said Section 24 to the place of beginning.

ALSO EXCEPTING THEREFROM: Part of the Northeast Quarter (1/4) of Section Twenty-four (24), Township Forty-five (45) North, Range Three (3) East of the Third (3rd) Principal Meridian, bounded and described as follows, to-wit: Commencing at the Northwest corner of Plat No. 5 of Sherman Oaks being a subdivision of part of the East Half of Section 24, Township 45 North, Range 3 East of the Third Principal Meridian, the Plat of which subdivision is recorded as Document No. 2004R06535 in the Recorder's Office of Boone County, Illinois; thence South 82 degrees - 28'-27" East, along the Southerly line of the former Chicago and Northwestern Railway Company right-of-way which runs Easterly and Westerly through the Northeast Quarter of said Section, 689.80 feet; thence

North 06 degrees - 17'-54" East, 100.02 feet to the Northerly line of said Railway Company right-of-way; thence South 82 degrees - 28'-27" East, along the Northerly line of said Railway Company right-of-way, 555.10 feet to the Point of Beginning for the following described tract; thence North 00 degrees - 22'-12" East, 235.61 feet to the South right-of-way line of Hill Street as now laid out, located and according to the right-of-way dedication plat recorded as Document No. 2006R02102 in said Recorder's Office; thence North 50 degrees - 18'-22" West, along the South right-of-way line of Hill Street as aforesaid, 193.91 feet to its intersection with a line which is 150.00 feet perpendicularly distant West from and parallel with the last previously described course; thence South 00 degrees - 22'-12" West, along said parallel line, 339.65 feet to the Northerly line of said Railway Company right-of-way; thence South 82 degrees - 28'-27" East, along the Northerly line of said Railway Company right-of-way , 151.18 feet to the point of beginning; situated in the Village of Poplar Grove, County of Boone and State of Illinois. PIN: 03-24-201-009

Be and is hereby approved, subject to the following conditions:

1. No additional agricultural buildings shall be constructed on the property.

2. The special use shall be restricted to inside the building and fenced area as shown on the site plan submitted by the applicant. (Attachment B)

3. The only non-domesticated animals/livestock permitted are cows, heifers and calves. Bulls are not permitted.

4. No more than a total of six non-domesticated animals/livestock shall be on the property at any given time.

5. Compliance with all other applicable codes and ordinances.

Section 2. That the premises shall be used in accordance with and subject to the applicable provisions of the Zoning Ordinance of the Village of Poplar Grove and shall not be used except as may otherwise be expressly authorized by this Special Use.

Section 3. That acceptance of any of the benefits of this Special Use shall be deemed acceptance of all the terms and conditions set forth herein.

Section 4. This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Section 5. Except as expressly modified or amended in this Ordinance, all other terms, conditions, and provisions of the Village Code of Ordinances not so modified or amended, shall remain in full force and effect; provided, however,

that any provision of the Village Code of Ordinances shall be deemed modified as necessary to give practical effect to the provisions of this Ordinance. To the extent that the terms and provisions of this Ordinance conflict the Village Code of Ordinances, the terms and provisions of this Ordinance shall control.

PASSED by the Village Board of the Village of Poplar Grove this ____ day of _____, 2019.

APPROVED by the President of the Village of Poplar Grove this ____ day of _____, 2019.

_____
Owen Costanza, Village President

ATTEST:

_____
Karri Anderberg, Village Clerk

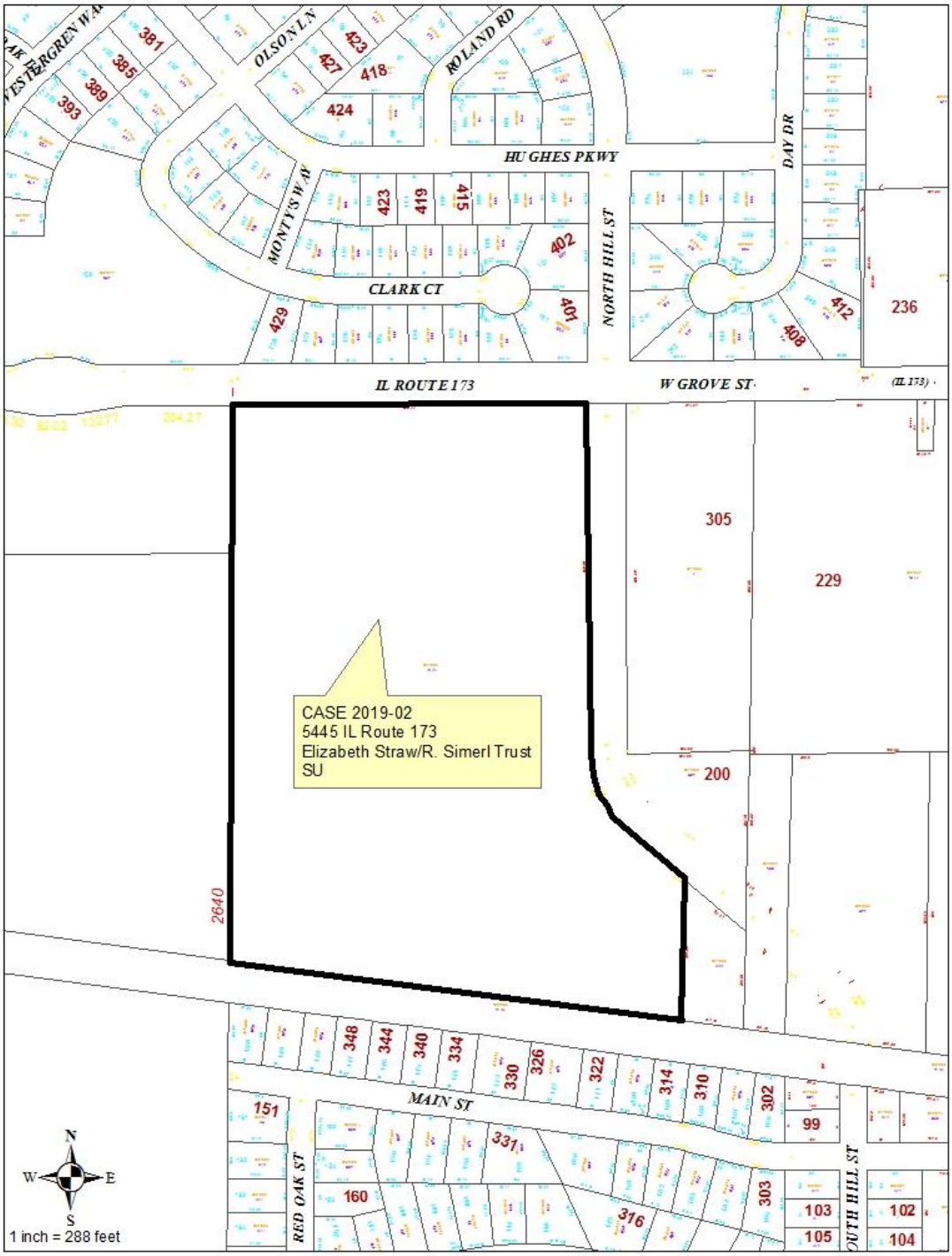
Ayes:____ Nays: ____ Absent ____

Village Board Members Voting Aye:____

Village Board Members Voting Nay:____

Date Published: _____ Sponsor:_____

Attachment A



Attachment B

February 28, 2019



N
W E
S

WinGIS cannot and does not warrant the accuracy of property and boundary lines, dimensions of parcels and lots, location of structures or improvements and topographic or geologic features on the land. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy.

0 70 140 Feet

SCALE: 1:866

WIN GIS
Winnebago County Geographic Information System

OPTION A

ORDINANCE NO. 2019 - 12

AN ORDINANCE TO AMEND CHAPTER 2, LIQUOR CONTROL, SECTION 2-2-5 HOURS OF SALE, TO ALLOW FOR A CHANGE IN SUNDAY LIQUOR SALE HOURS OF THE VILLAGE OF POPLAR GROVE CODE OF ORDINANCES

WHEREAS, Title 2, Business and License Regulations, Chapter 2, Liquor Control of the Village of Poplar Grove Code of Ordinances ("**Village Code**") establishes regulations governing the issuance of liquor licenses issued in the Village of Poplar Grove; and

WHEREAS, Section 2-2-5 of the Village of Poplar Grove Code of Ordinances outlines the hours of sale; and

WHEREAS, the Board of Trustees now believes it is in the best interests of the Village to amend Section 2-2-5 in an effort to be competitive with area communities.

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Poplar Grove, Boone County, Illinois, as follows:

Section 1. The foregoing recitals are incorporated herein by reference.

Section 2. The Village of Poplar Grove Section 2-2-5 Hours of Sale of the Code of Ordinances shall be amended as follows (amended language bold and underlined and removed language stricken):

2-2-5: HOURS OF SALE:

A. GENERAL HOURS: Except as otherwise provided in this section, no person shall sell, offer for sale or permit to be sold, including packaged alcohol, or allow anyone on the licensed premises to consume or possess for consumption, any alcoholic beverages during the following hours:

1. Between the hours of 2:00 a.m. and 6:00 a.m., Monday through Saturday.
2. Between the hours of 2:00 a.m. and **7:00** ~~9:00~~ a.m. on Sundays.

B. NEW YEAR'S EXCEPTION: On New Year's Eve of each year, a person, association, business or club licensed under this chapter may be open for business an additional hour, from two o' clock (2:00) a.m. to three o' clock (3:00) a.m. January 1.

C. It shall be unlawful to keep open for business or to admit the public to any premises in or on which alcoholic beverages is sold at retail during the hours or days during which the sale of such beverages is prohibited, unless all alcoholic beverages are locked and out of sight with notice given to consumers.

Section 3. Except as amended in this Ordinance, all other provisions and terms of Village Code of Ordinances shall remain in full force and effect as previously enacted except that those ordinances, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. This Ordinance shall be in full force and effect after its approval, passage and publication in pamphlet form as required by law.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2019

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2019

ATTEST:

CLERK	VILLAGE PRESIDENT

OPTION B

ORDINANCE NO. 2019 - 12

AN ORDINANCE TO AMEND CHAPTER 2, LIQUOR CONTROL, SECTION 2-2-5 HOURS OF SALE, TO ALLOW FOR A CHANGE IN SUNDAY LIQUOR SALE HOURS OF THE VILLAGE OF POPLAR GROVE CODE OF ORDINANCES

WHEREAS, Title 2, Business and License Regulations, Chapter 2, Liquor Control of the Village of Poplar Grove Code of Ordinances ("**Village Code**") establishes regulations governing the issuance of liquor licenses issued in the Village of Poplar Grove; and

WHEREAS, Section 2-2-5 of the Village of Poplar Grove Code of Ordinances outlines the hours of sale; and

WHEREAS, the Board of Trustees now believes it is in the best interests of the Village to amend Section 2-2-5 in an effort to be competitive with area communities.

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Poplar Grove, Boone County, Illinois, as follows:

Section 1. The foregoing recitals are incorporated herein by reference.

Section 2. The Village of Poplar Grove Section 2-2-5 Hours of Sale of the Code of Ordinances shall be amended as follows (amended language bold and underlined and removed language stricken):

2-2-5: HOURS OF SALE:

A. GENERAL HOURS: Except as otherwise provided in this section, no person shall sell, offer for sale or permit to be sold, including packaged alcohol, or allow anyone on the licensed premises to consume or possess for consumption, any alcoholic beverages during the following hours:

1. Between the hours of 2:00 a.m. and 6:00 a.m., Monday through Saturday.
2. Between the hours of 2:00 a.m. and 9:00 a.m. on Sundays. **Class B liquor license holders that also hold a Class D license may sell liquor in packages or bottles beginning at 7:00 a.m. on Sundays.**

B. NEW YEAR'S EXCEPTION: On New Year's Eve of each year, a person, association, business or club licensed under this chapter may be open for business an additional hour, from two o' clock (2:00) a.m. to three o' clock (3:00) a.m. January 1.

C. It shall be unlawful to keep open for business or to admit the public to any premises in or on which alcoholic beverages is sold at retail during the hours or days during which the sale of such beverages is prohibited, unless all alcoholic beverages are locked and out of sight with notice given to consumers.

Section 3. Except as amended in this Ordinance, all other provisions and terms of Village Code of Ordinances shall remain in full force and effect as previously enacted except that those ordinances, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. This Ordinance shall be in full force and effect after its approval, passage and publication in pamphlet form as required by law.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2019

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2019

ATTEST:

CLERK	VILLAGE PRESIDENT

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
04/05/2019	AP	ARTUROS MEXICAN RESTRAUNT	Invoice: 03/26/19 Ref#: 14950(DEPT. HEAD LUNCH MEETING PW DIR./PRESIDE)		
AP Trx #: 7194		DEPT. HEAD LUNCH MEETING 3/26/19	01-50-4500	12.33	
		DEPT. HEAD LUNCH MEETING 3/26/19	01-53-4500	12.33	
		Vnd: MISC Invoice: 03/26/19	01-00-2200		24.66
		Expected Check Run: 04/05/2019		24.66	24.66
04/05/2019	AP	BOONE COUNTY FAIR	Invoice: 19-134 Ref#: 14886(FAIR BOOTH 2019)		
AP Trx #: 7195		FAIR BOOTH 2019	01-52-4224	375.00	
		Vnd: 0057 Invoice: 19-134	01-00-2200		375.00
		Expected Check Run: 04/05/2019		375.00	375.00
04/05/2019	AP	BOYD, CARINA	Invoice: MARCH2019 Ref#: 14907(TRAVEL REIM. ILCMA&IGFOR MTGS MARCH2019)		
AP Trx #: 7196		TRAVEL REIM. ILCMA&IGFOR MTGS MARCH2019	01-50-4205	212.98	
		Vnd: 0457 Invoice: MARCH2019	01-00-2200		212.98
		Expected Check Run: 04/05/2019		212.98	212.98
04/05/2019	AP	CATALANI, YVONNE	Invoice: MARCH2019 Ref#: 14887(BS&A TRAINING CLASS-TRAVEL REIM., POSTAG		
AP Trx #: 7197		TRAINING-TRAVEL REIMBURSEMENT	01-50-4205	109.68	
		POSTAGE-TRACKING FOR VH LETTER	01-50-4208	3.55	
		Vnd: 0063 Invoice: MARCH2019	01-00-2200		113.23
		Expected Check Run: 04/05/2019		113.23	113.23
04/05/2019	AP	CIMINO'S LITTLE ITALY	Invoice: 3/09/19 Ref#: 14954(TRAVEL/MEAL TRAINING)		
AP Trx #: 7198		TRAVEL/MEAL TRAINING	01-50-4207	15.52	
		Vnd: MISC Invoice: 3/09/19	01-00-2200		15.52
		Expected Check Run: 04/05/2019		15.52	15.52
04/05/2019	AP	COMED	Invoice: 0507019070MARCH2019 Ref#: 14829(RT 173 W/T 2/5-3/6/19)		
AP Trx #: 7199		RT 173 W/T 2/5-3/6/19	31-70-4204	660.02	
		Vnd: 0278 Invoice: 0507019070MARCH2019	31-00-2200		660.02
		Expected Check Run: 04/05/2019		660.02	660.02

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
04/05/2019	AP	COMED	Invoice: 1659118047MARCH2019 Ref#: 14830(100 S. STATE ST. W#2 2/2-3/6/1		
AP Trx #: 7200		100 S. STATE ST. W#2 2/2-3/6/19	31-70-4204	76.52	
		Vnd: 0278 Invoice: 1659118047MARCH2019	31-00-2200		76.52
		Expected Check Run: 04/05/2019		76.52	76.52
04/05/2019	AP	COMED	Invoice: 2151017026MARCH2019 Ref#: 14831(13505 HARVEST WAY L/S 2/5-3/6/		
AP Trx #: 7201		13505 HARVEST WAY L/S 2/5-3/6/19	31-75-4204	181.77	
		Vnd: 0278 Invoice: 2151017026MARCH2019	31-00-2200		181.77
		Expected Check Run: 04/05/2019		181.77	181.77
04/05/2019	AP	COMED	Invoice: 4659084049MARCH2019 Ref#: 14832(203 BEAVER ST. L/S 2/5-3/6/19)		
AP Trx #: 7202		203 BEAVER ST. L/S 2/5-3/6/19	31-75-4204	88.48	
		Vnd: 0278 Invoice: 4659084049MARCH2019	31-00-2200		88.48
		Expected Check Run: 04/05/2019		88.48	88.48
04/05/2019	AP	COMED	Invoice: 5379007025MARCH2019 Ref#: 14833(4870 WOODSTOCK RD W#5&6 2/5-3/		
AP Trx #: 7203		4870 WOODSTOCK RD W#5&6 2/5-3/6/19	31-70-4204	567.15	
		Vnd: 0278 Invoice: 5379007025MARCH2019	31-00-2200		567.15
		Expected Check Run: 04/05/2019		567.15	567.15
04/05/2019	AP	COMED	Invoice: 5691014002MARCH2019 Ref#: 14834(4420 MENGE LN W#4 2/5-3/6/19)		
AP Trx #: 7204		4420 MENGE LN W#4 2/5-3/6/19	31-70-4204	674.68	
		Vnd: 0278 Invoice: 5691014002MARCH2019	31-00-2200		674.68
		Expected Check Run: 04/05/2019		674.68	674.68
04/05/2019	AP	COMED	Invoice: 3399123028MARCH2019 Ref#: 14835(1000 WACO WAY L/S 2/5-3/6/19)		
AP Trx #: 7205		1000 WACO WAY L/S 2/5-3/6/19	31-75-4204	442.64	
		Vnd: 0278 Invoice: 3399123028MARCH2019	31-00-2200		442.64
		Expected Check Run: 04/05/2019		442.64	442.64

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
04/05/2019	AP	COMED	Invoice: 3291029012MARCH2019 Ref#: 14836(12211 RT 76 SWWTP 2/5-3/6/19)		
AP Trx #: 7206		12211 RT 76 SWWTP 2/5-3/6/19	31-75-4204	7,868.99	
		Vnd: 0278 Invoice: 3291029012MARCH2019	31-00-2200		7,868.99
		Expected Check Run: 04/05/2019		7,868.99	7,868.99
04/05/2019	AP	COMED	Invoice: 1923071033MARCH2019 Ref#: 14837(610 S STATE ST. NWWTP 2/5-3/6/		
AP Trx #: 7207		610 S STATE ST. NWWTP 2/5-3/6/19	31-75-4204	4,620.52	
		Vnd: 0278 Invoice: 1923071033MARCH2019	31-00-2200		4,620.52
		Expected Check Run: 04/05/2019		4,620.52	4,620.52
04/05/2019	AP	COMED	Invoice: 1419002002MARCH2019 Ref#: 14838(228 BOEING TRL W/T 2/5-3/6/19)		
AP Trx #: 7208		228 BOEING TRL W/T 2/5-3/6/19	31-70-4204	151.02	
		Vnd: 0278 Invoice: 1419002002MARCH2019	31-00-2200		151.02
		Expected Check Run: 04/05/2019		151.02	151.02
04/05/2019	AP	COMED	Invoice: 0798466001MARCH2019 Ref#: 14839(105 BULLARD ST. L/S 2/5-3/6/19		
AP Trx #: 7209		105 BULLARD ST. L/S 2/5-3/6/19	31-75-4204	103.67	
		Vnd: 0278 Invoice: 0798466001MARCH2019	31-00-2200		103.67
		Expected Check Run: 04/05/2019		103.67	103.67
04/05/2019	AP	COMED	Invoice: 0699087057MARCH2019 Ref#: 14840(12305 RT 76 L/S 2/5-3/6/19)		
AP Trx #: 7210		12305 RT 76 L/S 2/5-3/6/19	31-75-4204	32.95	
		Vnd: 0278 Invoice: 0699087057MARCH2019	31-00-2200		32.95
		Expected Check Run: 04/05/2019		32.95	32.95
04/05/2019	AP	COMED	Invoice: 0099144153MARCH2019 Ref#: 14841(502 WACO WAY L/S 2/5-3/6/19)		
AP Trx #: 7211		502 WACO WAY L/S 2/5-3/6/19	31-75-4204	36.68	
		Vnd: 0278 Invoice: 0099144153MARCH2019	31-00-2200		36.68
		Expected Check Run: 04/05/2019		36.68	36.68

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
04/05/2019	AP	COMED	Invoice: 1233092031MARCH2019 Ref#: 14888(COMMUNITY & DUSK TO DAWN STREE		
AP Trx #: 7212					
		COMMUNITY STREET LIGHTING 1/22-2/20/19	01-53-4230	3,972.19	
		DUSK2DAWN STREET LIGHTING 1/22-2/20/19	01-53-4230	70.15	
		Vnd: 0278 Invoice: 1233092031MARCH2019	01-00-2200		4,042.34
		Expected Check Run: 04/05/2019		4,042.34	4,042.34
04/05/2019	AP	COMED	Invoice: 0027089050MARCH2019 Ref#: 14946(291 PRAIRIE KNOLL L/S 2/25-3/2		
AP Trx #: 7213					
		291 PRAIRIE KNOLL L/S 2/25-3/26/19	31-75-4204	255.99	
		Vnd: 0278 Invoice: 0027089050MARCH2019	31-00-2200		255.99
		Expected Check Run: 04/05/2019		255.99	255.99
04/05/2019	AP	COMED	Invoice: 0582051009MARCH2019 Ref#: 14947(4194 PRAIRIE KNOLL L/S 2/25-3/		
AP Trx #: 7214					
		4194 PRAIRIE KNOLL L/S 2/25-3/26/19	31-75-4204	179.44	
		Vnd: 0278 Invoice: 0582051009MARCH2019	31-00-2200		179.44
		Expected Check Run: 04/05/2019		179.44	179.44
04/05/2019	AP	COMFORT SOLUTIONS HEATING & AIR	Invoice: 45AS-0111-FBN-3719 Ref#: 14854(REPLACED UNIT HEATER @W#4)		
AP Trx #: 7215					
		REPLACED UNIT HEATER @W#4	31-70-4301	1,600.00	
		Vnd: 0374 Invoice: 45AS-0111-FBN-3719	31-00-2200		1,600.00
		Expected Check Run: 04/05/2019		1,600.00	1,600.00
04/05/2019	AP	FOX VALLEY INTERNET, INC.	Invoice: 2426632 Ref#: 14889(NWWTP & SWWTP INTERNET 3/25-4/21/19)		
AP Trx #: 7216					
		NWWTP & SWWTP INTERNET 3/25-4/21/19	31-50-4202	54.90	
		Vnd: 0097 Invoice: 2426632	31-00-2200		54.90
		Expected Check Run: 04/05/2019		54.90	54.90

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
04/05/2019	AP	FRONTIER	Invoice: 2241590281MARCH2019 Ref#: 14908(VILLAGE PHONE LINES X13 2/20/1		
AP Trx #: 7217					
		2170497024 SPECIAL ACCESS LINES MAR2019	31-50-4202	82.06	
		8155440520 PRAIRIE KNOLL L/S MAR2019	31-50-4202	46.35	
		8155443817 WACO WAY L/S MAR2019	31-50-4202	56.37	
		8155476487 WOODSTOCK W#5&6 MAR2019	31-50-4202	46.35	
		8155477209 12211 RT76 SWWTP MAR2019	31-50-4202	59.68	
		8157650565 COUNTRYSIDE L/S MAR2019	31-50-4202	51.50	
		8157650940 RT173 W#3 MAR2019	31-50-4202	46.42	
		8157651774 NWWTP TOWER MAR2019	31-50-4202	79.84	
		8157651859 BEAVER RD L/S MAR2019	31-50-4202	44.29	
		8157651914 WHITING RD L/S MAR2019	31-50-4202	62.70	
		8157652456 610 S STATE NWWTP MAR2019	31-50-4202	107.96	
		8157659169 COUNTYSIDE W#4 MAR2019	31-50-4202	46.35	
		8157659391 DAWSON LK L/S MAR2019	31-50-4202	44.29	
		Vnd: 0096 Invoice: 2241590281MARCH2019	31-00-2200		774.16
		Expected Check Run: 04/05/2019		774.16	774.16
04/05/2019	AP	GROWTH DIMENSIONS	Invoice: 241 Ref#: 14890(PLANNING-ANNUAL DINNER TICKETS)		
AP Trx #: 7218					
		PLANNING-ANNUAL DINNER TICKETS	01-50-4240	300.00	
		Vnd: 0107 Invoice: 241	01-00-2200		300.00
		Expected Check Run: 04/05/2019		300.00	300.00
04/05/2019	AP	HBA OF THE GREATER ROCKFORD AREA	Invoice: 4/18/2018 Ref#: 14945(GENERAL MEMEBERSHIP MEETING 4/18/19)		
AP Trx #: 7219					
		GENERAL MEMEBERSHIP MEETING 4/18/19	01-50-4207	40.00	
		Vnd: MISC Invoice: 4/18/2018	01-00-2200		40.00
		Expected Check Run: 04/05/2019		40.00	40.00
04/05/2019	AP	HEARTLAND BANK & TRUST COMPANY	Invoice: 7208790B-2012B-42019 Ref#: 14842(2012B SERVIES GO. REFUNDING B		
AP Trx #: 7220					
		BOND PRINCIPAL - SERIES 2012B 4/20/19	31-50-4803	125,000.00	
		BOND INTEREST - SERIES 2012B 4/20/19	31-50-4814	18,875.00	
		BOND AGENT FEES-SERIES 2012B 4/20/19	31-50-4235	500.00	
		Vnd: 0110 Invoice: 7208790B-2012B-42019	31-00-2200		144,375.00
		Expected Check Run: 04/05/2019		144,375.00	144,375.00

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
04/05/2019	AP	HEARTLAND BANK & TRUST COMPANY	Invoice: 7208790A-2012A-42019 Ref#: 14843(2012A SERIES GO REFUNDING BON		
AP Trx #: 7221					
		BOND PRINCIPAL - SERIES 2012A 4/20/19	31-50-4802	20,000.00	
		BOND INTEREST - SERIES 2012A 4/20/19	31-50-4813	2,260.00	
		BOND AGENT FEES- SERIES 2012A 4/20/19	31-50-4235	500.00	
		Vnd: 0110 Invoice: 7208790A-2012A-42019	31-00-2200		22,760.00
		Expected Check Run: 04/05/2019		22,760.00	22,760.00
04/05/2019	AP	HEARTLAND BANK & TRUST COMPANY	Invoice: 3708-2015-042019 Ref#: 14844(SERIES 2015 GO REFUNDING BOND PRI		
AP Trx #: 7222					
		BOND PRINCIPAL - SERIES 2015 4/20/19	31-50-4804	330,000.00	
		BOND INTEREST - SERIES 2015 4/20/19	31-50-4815	55,137.50	
		BOND AGENT FEES - SERIES 2015 4/20/19	31-50-4235	500.00	
		Vnd: 0110 Invoice: 3708-2015-042019	31-00-2200		385,637.50
		Expected Check Run: 04/05/2019		385,637.50	385,637.50
04/05/2019	AP	HILDEN, MITCH	Invoice: MARCH2019 Ref#: 14891(TRAVEL REIMB./TRAINING LUNCH REIMB. MARC		
AP Trx #: 7223					
		TRAVEL REIMBURSEMENTS MARCH 2019	01-53-4205	291.48	
		TRAINING-LUNCH REIMBURSEMENT MARCH 2019	01-53-4207	26.53	
		Vnd: 0112 Invoice: MARCH2019	01-00-2200		318.01
		Expected Check Run: 04/05/2019		318.01	318.01
04/05/2019	AP	HOME DEPOT CREDIT SERVICES	Invoice: 4022486 Ref#: 14845(TOOLS: DRILL BITS)		
AP Trx #: 7224					
		TOOLS: DRILL BITS	01-53-4301	23.44	
		Vnd: 0364 Invoice: 4022486	01-00-2200		23.44
		Expected Check Run: 04/05/2019		23.44	23.44
04/05/2019	AP	HOME DEPOT CREDIT SERVICES	Invoice: 7572769 Ref#: 14846(VARIOUS SAW BLADES, 3-H2D RAILS)		
AP Trx #: 7225					
		VARIOUS SAW BLADES, 3-H2D RAILS	01-53-4301	166.75	
		Vnd: 0364 Invoice: 7572769	01-00-2200		166.75
		Expected Check Run: 04/05/2019		166.75	166.75
04/05/2019	AP	HOME DEPOT CREDIT SERVICES	Invoice: 1693797 Ref#: 14884(DIGITAL LEVEL FOR SIDEWALK INSPECTIONS)		
AP Trx #: 7226					
		DIGITAL LEVEL FOR SIDEWALK INSPECTIONS	01-53-4302	119.00	
		Vnd: 0364 Invoice: 1693797	01-00-2200		119.00
		Expected Check Run: 04/05/2019		119.00	119.00

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
04/05/2019	AP	HOME DEPOT CREDIT SERVICES	Invoice: 5014219 Ref#: 14935(SHOVELS,PLUNGERS,SLIM GARBAGE CAN, EQUIP)		
AP Trx #: 7227		POWERSTEP DIGGING SHOVELS X2	01-53-4301	47.96	
		PLUNGERS & SLIM GARBAGE CAN @VH	01-50-4302	62.93	
		EQUIPMNET SPRAY TOUCH UP PAINT X6	01-53-4227	36.31	
		Vnd: 0364 Invoice: 5014219	01-00-2200		147.20
		Expected Check Run: 04/05/2019		147.20	147.20
04/05/2019	AP	HOME DEPOT CREDIT SERVICES	Invoice: 7024291 Ref#: 14936(REPLACMENT TAPE MEASURER-SERVICE TRUCK,)		
AP Trx #: 7228		25' REPL.TAPE MEASURE@SERVICE TRUCK	01-53-4302	19.97	
		3PK CAUTION TAPE FOR TRUCKS	01-53-4302	23.97	
		Vnd: 0364 Invoice: 7024291	01-00-2200		43.94
		Expected Check Run: 04/05/2019		43.94	43.94
04/05/2019	AP	HOWE, DAVID	Invoice: MARCH2019 Ref#: 14892(TRAINING MEALS REIMBURSEMENTS MARCH 2019		
AP Trx #: 7229		TRAINING MEALS REIMBURSEMENTS MARCH 2019	01-53-4207	25.72	
		Vnd: 0378 Invoice: MARCH2019	01-00-2200		25.72
		Expected Check Run: 04/05/2019		25.72	25.72
04/05/2019	AP	HYDE OUT BAR & GRILL	Invoice: 03/06/19 Ref#: 14953(DEPT. HEAD MTG. TREASURER/PRESIDENT)		
AP Trx #: 7230		DEPT. HEAD MTG. TREASURER/PRESIDENT	01-50-4500	29.50	
		Vnd: 0474 Invoice: 03/06/19	01-00-2200		29.50
		Expected Check Run: 04/05/2019		29.50	29.50
04/05/2019	AP	IRONWOOD ENVIROMENTAL INC.	Invoice: A2302 - 3/19/19 Ref#: 14904(EPI BLDG - ASBESTOS ABATEMENT IWE		
AP Trx #: 7231		EPI BLDG-ASBESTOS ABATEMENT IWE #A2302	90-50-4412	23,750.00	
		Vnd: 0478 Invoice: A2302 - 3/19/19	90-00-2200		23,750.00
		Expected Check Run: 04/05/2019		23,750.00	23,750.00
04/05/2019	AP	KASPER, JACOB	Invoice: MARCH2019 Ref#: 14893(TRAINING MEALS REIMBURSEMENTS MARCH 2019		
AP Trx #: 7232		TRAINING MEALS REIMBURSEMENTS MARCH 2019	01-53-4207	10.80	
		Vnd: 0379 Invoice: MARCH2019	01-00-2200		10.80
		Expected Check Run: 04/05/2019		10.80	10.80

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
04/05/2019	AP	MARTENSON, KYLE	Invoice: MARCH2019 Ref#: 14894(TRAINING MEALS REIMBURSEMENTS MARCH 2019		
AP Trx #: 7233		TRAINING MEALS REIMBURSEMENTS MARCH 2019	01-53-4207	21.35	
		Vnd: 0469 Invoice: MARCH2019	01-00-2200		21.35
		Expected Check Run: 04/05/2019		21.35	21.35
04/05/2019	AP	MEDIACOM	Invoice: 8384912250090060MR19 Ref#: 14933(VH PHONE,INTERNET,EMAIL HOSTI		
AP Trx #: 7234		VH PHONE,INTERNET,EMAIL HOSTING MARCH 20	01-50-4202	680.32	
		Vnd: 0163 Invoice: 8384912250090060MR19	01-00-2200		680.32
		Expected Check Run: 04/05/2019		680.32	680.32
04/05/2019	AP	NICOR GAS	Invoice: 72878472371MARCH2019 Ref#: 14876(610 S STATE ST. NWWTP 2/8/19-		
AP Trx #: 7235		610 S STATE ST. NWWTP 2/8/19-3/12/19	31-75-4204	609.67	
		Vnd: 0186 Invoice: 72878472371MARCH2019	31-00-2200		609.67
		Expected Check Run: 04/05/2019		609.67	609.67
04/05/2019	AP	NICOR GAS	Invoice: 31857320001MARCH2019 Ref#: 14877(100 S STATE ST. W#2 2/8/19-3		
AP Trx #: 7236		100 S STATE ST. W#2 2/8/19-3/12/19	31-70-4204	63.39	
		Vnd: 0186 Invoice: 31857320001MARCH2019	31-00-2200		63.39
		Expected Check Run: 04/05/2019		63.39	63.39
04/05/2019	AP	NICOR GAS	Invoice: 30139401027MARCH2019 Ref#: 14878(4420 MENGE LN W#4 2/8/19-3/12		
AP Trx #: 7237		4420 MENGE LN W#4 2/8/19-3/12/19	31-70-4204	95.10	
		Vnd: 0186 Invoice: 30139401027MARCH2019	31-00-2200		95.10
		Expected Check Run: 04/05/2019		95.10	95.10
04/05/2019	AP	NICOR GAS	Invoice: 22898582741MARCH2019 Ref#: 14879(203 BEAVER DR. L/S 2/8/19-3/1		
AP Trx #: 7238		203 BEAVER DR. L/S 2/8/19-3/12/19	31-75-4204	33.22	
		Vnd: 0186 Invoice: 22898582741MARCH2019	31-00-2200		33.22
		Expected Check Run: 04/05/2019		33.22	33.22

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
04/05/2019	AP	NICOR GAS	Invoice: 22409207747MARCH2019 Ref#: 14880(12211 RT76 SWWTP 2/8/19-3/12/		
AP Trx #: 7239		12211 RT76 SWWTP 2/8/19-3/12/19	31-75-4204	3,357.26	
		Vnd: 0186 Invoice: 22409207747MARCH2019	31-00-2200		3,357.26
		Expected Check Run: 04/05/2019		3,357.26	3,357.26
04/05/2019	AP	NICOR GAS	Invoice: 17034425508MARCH2019 Ref#: 14881(13505 HARVEST WAY L/S 2/8/19-		
AP Trx #: 7240		13505 HARVEST WAY L/S 2/8/19-3/12/19	31-75-4204	131.56	
		Vnd: 0186 Invoice: 17034425508MARCH2019	31-00-2200		131.56
		Expected Check Run: 04/05/2019		131.56	131.56
04/05/2019	AP	NICOR GAS	Invoice: 12314476859MARCH2019 Ref#: 14882(4194 DAWSON LK RD L/S 2/8/19-		
AP Trx #: 7241		4194 DAWSON LK RD L/S 2/8/19-3/12/19	31-75-4204	29.00	
		Vnd: 0186 Invoice: 12314476859MARCH2019	31-00-2200		29.00
		Expected Check Run: 04/05/2019		29.00	29.00
04/05/2019	AP	NICOR GAS	Invoice: 07465530330MARCH2019 Ref#: 14895(4870 WOODSTOCK RD W#5&6 2/15-		
AP Trx #: 7242		4870 WOODSTOCK RD W#5&6 2/15-3/19/19	31-70-4204	90.77	
		Vnd: 0186 Invoice: 07465530330MARCH2019	31-00-2200		90.77
		Expected Check Run: 04/05/2019		90.77	90.77
04/05/2019	AP	NICOR GAS	Invoice: 24868703307MARCH2019 Ref#: 14896(1001 WACO WAY C/L/S 2/15-3/1		
AP Trx #: 7243		1001 WACO WAY C/L/S 2/15-3/19/19	31-75-4204	32.59	
		Vnd: 0186 Invoice: 24868703307MARCH2019	31-00-2200		32.59
		Expected Check Run: 04/05/2019		32.59	32.59
04/05/2019	AP	NICOR GAS	Invoice: 77254215526MARCH2019 Ref#: 14897(287 PRAIRIE KNOLL L/S 2/15-3		
AP Trx #: 7244		287 PRAIRIE KNOLL L/S 2/15-3/19/19	31-75-4204	31.38	
		Vnd: 0186 Invoice: 77254215526MARCH2019	31-00-2200		31.38
		Expected Check Run: 04/05/2019		31.38	31.38

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
04/05/2019	AP	NICOR GAS	Invoice: 94988910009MARCH2019 Ref#: 14898(211 W GROVE RT 173 W#3 2/15-		
AP Trx #: 7245		211 W GROVE RT 173 W#3 2/15-3/19/19	31-70-4204	99.93	
		Vnd: 0186 Invoice: 94988910009MARCH2019	31-00-2200		99.93
		Expected Check Run: 04/05/2019		99.93	99.93
03/19/2019	AP	PETRY / BICE RENTALS	Invoice: REFUND0011401N00 Ref#: 14885(UB refund for account: 0011401N00		
AP Trx #: 7246		WATER BASE	31-00-1401	225.82	
		Vnd: MISC Invoice: REFUND0011401N00	31-00-2200		225.82
		Expected Check Run: 04/05/2019		225.82	225.82
04/05/2019	AP	PORTILLO'S	Invoice: 02/26/19 Ref#: 14952(2/26/19 BUDGET MEETING MEAL)		
AP Trx #: 7247		2/26/19 BUDGET MEETING MEAL	01-50-4500	145.25	
		Vnd: MISC Invoice: 02/26/19	01-00-2200		145.25
		Expected Check Run: 04/05/2019		145.25	145.25
04/05/2019	AP	QUILL CORPORATION	Invoice: 5862697 Ref#: 14903(COPY PAPER, FILE FOLDER, MARKERS, BOXES)		
AP Trx #: 7248		COPY PAPER, FILE FOLDER, MARKERS, BOXES	01-50-4300	199.35	
		Vnd: 0219 Invoice: 5862697	01-00-2200		199.35
		Expected Check Run: 04/05/2019		199.35	199.35
04/05/2019	AP	ROCKFORD BUSINESS SYSTEMS	Invoice: 14149 Ref#: 14847(COPY MACHINE MAINTENANCE DEC2018&JAN2019)		
AP Trx #: 7249		COPY MACHINE MAINTENANCE DEC2018&JAN2019	01-50-4214	174.34	
		Vnd: 0220 Invoice: 14149	01-00-2200		174.34
		Expected Check Run: 04/05/2019		174.34	174.34
04/05/2019	AP	TRANSAM TRUCK & TRAILER PARTS INC.	Invoice: 823037 Ref#: 14866(5/8" AB AIR LINE & CONNECTORS FOR 05'2 I)		
AP Trx #: 7250		5/8"AB AIR LINE&CONNECTORS FOR 05'2 INTL	01-53-4226	19.80	
		Vnd: 0257 Invoice: 823037	01-00-2200		19.80
		Expected Check Run: 04/05/2019		19.80	19.80

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
04/05/2019	AP	U.S. CELLULAR	Invoice: 0301268347 Ref#: 14956(PW&WWTP FW/HOTSPOT,VPG CLERK CELL PHONE		
AP Trx #: 7251					
		PW&WWTP FW/HOTSPOT 3/22-4/21/19	01-53-4202	128.18	
		VPG CLERK CELL PHONE 3/22-4/21/19	01-50-4221	47.61	
		Vnd: 0261 Invoice: 0301268347	01-00-2200		175.79
		Expected Check Run: 04/05/2019		175.79	175.79
04/05/2019	AP	WALMART	Invoice: 02/26/19 Ref#: 14951(OFFICE SUPPLIES-UTENSILS ETC...)		
AP Trx #: 7252					
		OFFICE SUPPLIES-UTENSILS ETC...	01-50-4300	66.71	
		Vnd: 0433 Invoice: 02/26/19	01-00-2200		66.71
		Expected Check Run: 04/05/2019		66.71	66.71
04/05/2019	AP	WEX BANK - MARATHON FLEET CARD	Invoice: 58350950 Ref#: 14883(PUBLIC WORKS FUEL MARCH 2019)		
AP Trx #: 7253					
		PUBLIC WORKS FUEL MARCH 2019	01-53-4303	1,673.23	
		Vnd: 0429 Invoice: 58350950	01-00-2200		1,673.23
		Expected Check Run: 04/05/2019		1,673.23	1,673.23
				608,856.00	608,856.00

Cash/Payable Account Totals:

ACCOUNTS PAYABLE	01-00-2200	9,164.23
ACCOUNTS PAYABLE	31-00-2200	575,941.77
ACCOUNTS PAYABLE	90-00-2200	23,750.00
	TOTAL INCREASE IN PAYABLE:	608,856.00

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
04/17/2019	AP	A.A. ANDERSON, INC	Invoice: 01-4480 Ref#: 14937(MOWING EQUIPMENT SERVICE WORK (OIL,FILTE)		
AP Trx #: 7280					
		MOWING EQUIPMENT SERVICE WORK (OIL ETC.)	01-53-4227	1,038.12	
		Vnd: 0002 Invoice: 01-4480	01-00-2200		1,038.12
		Expected Check Run: 04/17/2019		1,038.12	1,038.12
04/17/2019	AP	ABBY PEST ELIMINATION LLC	Invoice: 6985,6986,6987 Ref#: 14855(PEST CONTROL @VH, PW SHOP, NWWTP ON		
AP Trx #: 7281					
		PEST CONTROL @VILLAGE HALL 3/7/19	01-50-4301	45.00	
		PEST CONTROL@EDSON RD-SHOP 3/7/19	01-53-4301	65.00	
		PEST CONTROL@NWWTP 3/7/19	31-75-4301	160.00	
		Vnd: 0371 Invoice: 6985,6986,6987	01-00-2200		110.00
		Vnd: 0371 Invoice: 6985,6986,6987	31-00-2200		160.00
		Expected Check Run: 04/17/2019		270.00	270.00
04/17/2019	AP	AMAZON.COM	Invoice: 111-8533828-1817053 Ref#: 14868(8 NOTEBOOK WIRELESS MOUSES FOR		
AP Trx #: 7282					
		8 NOTEBOOK WIRELESS MOUSES-BOARD/TRUSTEE	01-50-4300	62.56	
		Vnd: 0338 Invoice: 111-8533828-1817053	01-00-2200		62.56
		Expected Check Run: 04/17/2019		62.56	62.56
04/17/2019	AP	AMAZON.COM	Invoice: 113-1238029-2926621 Ref#: 14869(6" OVAL LED STROBE LIGHT 05'WI		
AP Trx #: 7283					
		6" OVAL LED STROBE LIGHT 05'WING	01-53-4226	61.40	
		CREDIT FROM PAST INVOICE 12/18/18	01-53-4226		1.41
		Vnd: 0338 Invoice: 113-1238029-2926621	01-00-2200		59.99
		Expected Check Run: 04/17/2019		61.40	61.40
04/17/2019	AP	AMAZON.COM	Invoice: 113-2381278-4283425 Ref#: 14870(PRESSURE WASHER SOAP)		
AP Trx #: 7284					
		PRESSURE WASHER SOAP	01-53-4301	210.17	
		Vnd: 0338 Invoice: 113-2381278-4283425	01-00-2200		210.17
		Expected Check Run: 04/17/2019		210.17	210.17
04/17/2019	AP	AMAZON.COM	Invoice: 111-3905384-5921823 Ref#: 14948(MAP STORAGE BOXES QTY 9)		
AP Trx #: 7285					
		MAP STORAGE BOXES QTY 9	01-50-4300	563.88	
		Vnd: 0338 Invoice: 111-3905384-5921823	01-00-2200		563.88
		Expected Check Run: 04/17/2019		563.88	563.88

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
04/17/2019	AP	AQUAAZUL	Invoice: 17075 Ref#: 14909(UV DOMES & LAMPS QTY 40 EA.)		
AP Trx #: 7286					
		UV DOMES & LAMPS QTY 40 EA.	31-75-4302	6,337.19	
		Vnd: 0479 Invoice: 17075	31-00-2200		6,337.19
		Expected Check Run: 04/17/2019		6,337.19	6,337.19
04/17/2019	AP	ARNESON OIL COMPANY	Invoice: 247340 Ref#: 14848(SHOP PROPANE HEAT 370.01 GAL.LPGAS 3/6/1)		
AP Trx #: 7287					
		SHOP PROPANE HEAT 370.01 GALLPGAS 3/6/19	01-53-4231	514.44	
		Vnd: 0459 Invoice: 247340	01-00-2200		514.44
		Expected Check Run: 04/17/2019		514.44	514.44
04/17/2019	AP	B&F CONSTRUCTION CODE SERVICE, INC.	Invoice: 11107 Ref#: 14849(BLDG-REVIEW & CODE INSPECTIONS JAN.2019)		
AP Trx #: 7288					
		BLDG & REVIEW INSPECTIONS JAN.2019	01-50-4215	4,965.00	
		CODE INSPECTIONS JAN.2019	01-50-4216	1,885.00	
		Vnd: 0356 Invoice: 11107	01-00-2200		6,850.00
		Expected Check Run: 04/17/2019		6,850.00	6,850.00
04/17/2019	AP	B&F CONSTRUCTION CODE SERVICE, INC.	Invoice: 50944 Ref#: 14871(PLAN REVIEW 231 ENGLISH OAK LN.)		
AP Trx #: 7289					
		PLAN REVIEW 231 ENGLISH OAK LN.	01-50-4215	225.00	
		Vnd: 0356 Invoice: 50944	01-00-2200		225.00
		Expected Check Run: 04/17/2019		225.00	225.00
04/17/2019	AP	B&F CONSTRUCTION CODE SERVICE, INC.	Invoice: 11164 Ref#: 14934(BLDG-REVIEW & CODE INSPECTIONS FEBRUARY)		
AP Trx #: 7290					
		BLDG-REVIEW INSPECTIONS FEB.2019	01-50-4215	1,965.00	
		CODE INSPECTIONS FEB.2019	01-50-4216	1,922.70	
		Vnd: 0356 Invoice: 11164	01-00-2200		3,887.70
		Expected Check Run: 04/17/2019		3,887.70	3,887.70
04/17/2019	AP	BELVIDERE ACE HARDWARE	Invoice: 580702 Ref#: 14938(QTY3 KEYS FOR PW SHOP)		
AP Trx #: 7291					
		QTY3 KEYS FOR PW SHOP	01-53-4302	5.97	
		Vnd: 0460 Invoice: 580702	01-00-2200		5.97
		Expected Check Run: 04/17/2019		5.97	5.97

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
04/17/2019	AP	BLAIN'S FARM & FLEET	Invoice: 9122 Ref#: 14850(PARTS FOR LINCOLN GREASE GUN)		
AP Trx #: 7292		PARTS FOR LINCOLN GREASE GUN	01-53-4302	34.98	
		Vnd: 0361 Invoice: 9122	01-00-2200		34.98
		Expected Check Run: 04/17/2019		34.98	34.98
04/17/2019	AP	BLAIN'S FARM & FLEET	Invoice: 8504 Ref#: 14911(3/4" DRIVE SOCKET, 1/2"X3/4" IMPACT ADA)		
AP Trx #: 7293		3/4" DRIVE SOCKET, 1/2"X3/4" IMPACT ADA	01-53-4302	23.74	
		Vnd: 0361 Invoice: 8504	01-00-2200		23.74
		Expected Check Run: 04/17/2019		23.74	23.74
04/17/2019	AP	BLAIN'S FARM & FLEET	Invoice: 3540 Ref#: 14912(HOOKS TO WELD ON SKIDLOADER BUCKET)		
AP Trx #: 7294		HOOKS TO WELD ON SKIDLOADER BUCKET	01-53-4301	16.47	
		Vnd: 0361 Invoice: 3540	01-00-2200		16.47
		Expected Check Run: 04/17/2019		16.47	16.47
04/17/2019	AP	BLAIN'S FARM & FLEET	Invoice: 3177 Ref#: 14913(EQUIP. TOUCH UP PAINT, HANDSAW FOR SHRUB)		
AP Trx #: 7295		EQUIPMENT TOUCH UP PAINT	01-53-4227	13.47	
		HAND SAW FOR SHRUB WORK	01-52-4304	34.95	
		Vnd: 0361 Invoice: 3177	01-00-2200		48.42
		Expected Check Run: 04/17/2019		48.42	48.42
04/17/2019	AP	BONNELL INDUSTRIES, INC.	Invoice: 0186553-IN Ref#: 14910(WING-BUFFER BRACE 2005 INTL)		
AP Trx #: 7296		WING-BUFFER BRACE 2005 INTL	01-53-4229	59.95	
		Vnd: 0052 Invoice: 0186553-IN	01-00-2200		59.95
		Expected Check Run: 04/17/2019		59.95	59.95
04/17/2019	AP	CARGILL, INCORPORATED	Invoice: 2904641609 Ref#: 14851(HWY SALT 49.95 UNITS 3/4/19)		
AP Trx #: 7297		HWY SALT 49.95 UNITS 3/4/19	01-53-4304	3,772.22	
		Vnd: 0062 Invoice: 2904641609	01-00-2200		3,772.22
		Expected Check Run: 04/17/2019		3,772.22	3,772.22

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
04/17/2019	AP	CARGILL, INCORPORATED	Invoice: 2904641608 Ref#: 14852(HWY SALT 99.96 UNITS 3/4/19)		
AP Trx #: 7298					
		HWY SALT 99.96 UNITS 3/4/19	01-53-4304	7,397.94	
		Vnd: 0062 Invoice: 2904641608	01-00-2200		7,397.94
		Expected Check Run: 04/17/2019			
				7,397.94	7,397.94
04/17/2019	AP	CARGILL, INCORPORATED	Invoice: 2904661835 Ref#: 14914(HWY SALT 23.74 UNITS 3/13/19)		
AP Trx #: 7299					
		HWY SALT 23.74 UNITS 3/13/19	01-53-4304	1,792.84	
		Vnd: 0062 Invoice: 2904661835	01-00-2200		1,792.84
		Expected Check Run: 04/17/2019			
				1,792.84	1,792.84
04/17/2019	AP	CENTRAL IL. MUNICIPAL CLERKS ORG.	Invoice: CIMCO 6/20-21/19 KJ Ref#: 14875(CIMCO CONFERENCE 6/20&21/19 FO		
AP Trx #: 7300					
		CIMCO CONFERENCE 6/20&21/19 FOR K.JASTER	01-50-4221	75.00	
		Vnd: 0476 Invoice: CIMCO 6/20-21/19 KJ	01-00-2200		75.00
		Expected Check Run: 04/17/2019			
				75.00	75.00
04/17/2019	AP	CINTAS CORPORATION #355	Invoice: 355684518 Ref#: 14915(SOAP,SANI-CLIPS,FLOORMAT,UNIFORM/JEAN CL		
AP Trx #: 7301					
		SOAP,SANI-CLIPS,FLOORMAT WK#	01-50-4301	12.60	
		UNIFORM/JEAN CLEANING WK#	01-53-4107	23.38	
		Vnd: 0098 Invoice: 355684518	01-00-2200		35.98
		Expected Check Run: 04/17/2019			
				35.98	35.98
04/17/2019	AP	CINTAS CORPORATION #355	Invoice: 355687314 Ref#: 14916(SOAP,SANI-CLIPS,FLOORMAT,UNIFORM/JEAN CL		
AP Trx #: 7302					
		SOAP,SANI-CLIPS,FLOORMAT WK#	01-50-4301	12.60	
		UNIFORM/JEAN CLEANING WK#	01-53-4107	19.52	
		Vnd: 0098 Invoice: 355687314	01-00-2200		32.12
		Expected Check Run: 04/17/2019			
				32.12	32.12
04/17/2019	AP	CINTAS LOC#19M	Invoice: 355679189 Ref#: 14853(SOAP,SANI-CLIPS,FLOORMAT,UNIFORM/JEAN CL		
AP Trx #: 7303					
		SOAP, SANI-CLIPS,FLOORMAT WK#1 MARCH2019	01-50-4301	12.60	
		UNIFORM/JEAN CLEANING WK#1 MARCH 2019	01-53-4107	23.38	
		Vnd: 0098 Invoice: 355679189	01-00-2200		35.98
		Expected Check Run: 04/17/2019			
				35.98	35.98

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
04/17/2019	AP	CINTAS LOC#19M	Invoice: 355681843 Ref#: 14872(SOAP,SANI-CLIPS,FLOORMAT,UNIFORM/JEAN CL		
AP Trx #: 7304					
		SOAP,SANI-CLIPS,FLOORMAT WK#2 MARCH 2019	01-50-4301	12.60	
		UNIFORM/JEAN CLEANING WK#2 MARCH 2019	01-53-4107	23.38	
		Vnd: 0098 Invoice: 355681843	01-00-2200		35.98
		Expected Check Run: 04/17/2019		35.98	35.98
04/17/2019	AP	CITY OF BELVIDERE	Invoice: 03-2019 Ref#: 14932(PLANNING SERVICES MARCH 2019)		
AP Trx #: 7305					
		PLANNING SERVICES MARCH 2019	01-50-4237	262.50	
		Vnd: 0079 Invoice: 03-2019	01-00-2200		262.50
		Expected Check Run: 04/17/2019		262.50	262.50
04/17/2019	AP	CORE & MAIN LP	Invoice: K234137 Ref#: 14856(3/4" IPERL X8 & 25 METER COUPLINGS)		
AP Trx #: 7306					
		3/4" IPERL X8 & 25 METER COUPLINGS	31-70-4306	1,451.00	
		Vnd: 0347 Invoice: K234137	31-00-2200		1,451.00
		Expected Check Run: 04/17/2019		1,451.00	1,451.00
04/17/2019	AP	CORE & MAIN LP	Invoice: K254286 Ref#: 14917(3-MXU MZ METERS)		
AP Trx #: 7307					
		3-MXU MZ METERS	31-70-4306	405.00	
		Vnd: 0347 Invoice: K254286	31-00-2200		405.00
		Expected Check Run: 04/17/2019		405.00	405.00
04/17/2019	AP	CORE & MAIN LP	Invoice: K259298 Ref#: 14918(CHECK VALVE FOR NWWTP)		
AP Trx #: 7308					
		CHECK VALVE FOR NWWTP	31-75-4302	219.61	
		Vnd: 0347 Invoice: K259298	31-00-2200		219.61
		Expected Check Run: 04/17/2019		219.61	219.61
04/17/2019	AP	CORE & MAIN LP	Invoice: K292763 Ref#: 14939(SENSUS SOFTWARE ANNUAL SUPPORT 3/12/19-3)		
AP Trx #: 7309					
		SENSUS ANNUAL SUPPORT 3/12/19-3/11/20	31-70-4214	1,220.00	
		SENSUS ANNUAL SUPPORT 3/12/19-3/11/20	31-75-4214	1,220.00	
		Vnd: 0347 Invoice: K292763	31-00-2200		2,440.00
		Expected Check Run: 04/17/2019		2,440.00	2,440.00

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
04/17/2019	AP	CORE & MAIN LP	Invoice: K314815 Ref#: 14958(MARKING FLAG WIRE "WATER" QTY300)		
AP Trx #: 7310					
		MARKING FLAG WIRE "WATER" QTY300	31-70-4301	60.00	
		Vnd: 0347 Invoice: K314815	31-00-2200		60.00
		Expected Check Run: 04/17/2019			
				60.00	60.00
04/17/2019	AP	ENTRE COMPUTER SOLUTIONS	Invoice: 00121322 Ref#: 14857(IT SERVICES: INCIDENT 3/7/19)		
AP Trx #: 7311					
		IT SERVICES: INCIDENT 3/7/19	01-50-4223	25.00	
		Vnd: 0440 Invoice: 00121322	01-00-2200		25.00
		Expected Check Run: 04/17/2019			
				25.00	25.00
04/17/2019	AP	ENTRE COMPUTER SOLUTIONS	Invoice: 00121388 Ref#: 14873(IT SERVICES INCIDENT 3/11/19 C.OWENS)		
AP Trx #: 7312					
		IT SERVICES INCIDENT 3/11/19 C.OWENS	01-50-4223	977.50	
		Vnd: 0440 Invoice: 00121388	01-00-2200		977.50
		Expected Check Run: 04/17/2019			
				977.50	977.50
04/17/2019	AP	ENTRE COMPUTER SOLUTIONS	Invoice: 00121387 Ref#: 14874(IT SERVICES INCIDENT 3/11/19 J.COOPER)		
AP Trx #: 7313					
		IT SERVICES INCIDENT 3/11/19 J.COOPER	01-50-4223	175.00	
		Vnd: 0440 Invoice: 00121387	01-00-2200		175.00
		Expected Check Run: 04/17/2019			
				175.00	175.00
04/17/2019	AP	ENTRE COMPUTER SOLUTIONS	Invoice: 00121483 Ref#: 14905(IT SERVICES INCIDENT 3/13/19)		
AP Trx #: 7314					
		IT SERVICES INCIDENT 3/13/19	01-50-4223	25.00	
		Vnd: 0440 Invoice: 00121483	01-00-2200		25.00
		Expected Check Run: 04/17/2019			
				25.00	25.00
04/17/2019	AP	ENTRE COMPUTER SOLUTIONS	Invoice: 00121551 Ref#: 14906(IT SERVICES INCIDENT 3/15/19 & 3/21/19)		
AP Trx #: 7315					
		IT SERVICES INCIDENT 3/15/19 & 3/21/19	01-50-4223	325.00	
		Vnd: 0440 Invoice: 00121551	01-00-2200		325.00
		Expected Check Run: 04/17/2019			
				325.00	325.00

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
04/17/2019	AP	ENTRE COMPUTER SOLUTIONS	Invoice: 00121579 Ref#: 14919(IT SERVICES INCIDENT 3/25/19)		
AP Trx #: 7316		IT SERVICES INCIDENT 3/25/19	01-50-4223	125.00	
		Vnd: 0440 Invoice: 00121579	01-00-2200		125.00
		Expected Check Run: 04/17/2019		125.00	125.00
04/17/2019	AP	ENTRE COMPUTER SOLUTIONS	Invoice: 00121588 Ref#: 14920(CHANGE IN HOSTED ONLINE PLAN 3/8-11/28/1)		
AP Trx #: 7317		CHANGE IN HOSTED ONLINE PLAN3/8-11/28/19	01-50-4214	35.00	
		Vnd: 0440 Invoice: 00121588	01-00-2200		35.00
		Expected Check Run: 04/17/2019		35.00	35.00
04/17/2019	AP	ENTRE COMPUTER SOLUTIONS	Invoice: 00121888 Ref#: 14949(IT SERVICES MARCH 2019)		
AP Trx #: 7318		IT SERVICES MARCH 2019	01-50-4223	389.00	
		Vnd: 0440 Invoice: 00121888	01-00-2200		389.00
		Expected Check Run: 04/17/2019		389.00	389.00
04/17/2019	AP	FASTENAL	Invoice: ILBEV59685 Ref#: 14858(PTO GUARD ON TRACTOR REPAIR)		
AP Trx #: 7319		PTO GUARD ON TRACTOR REPAIR	01-53-4227	35.93	
		Vnd: 0094 Invoice: ILBEV59685	01-00-2200		35.93
		Expected Check Run: 04/17/2019		35.93	35.93
04/17/2019	AP	FRINK'S SEWER & DRAIN INC.	Invoice: 89028 Ref#: 14859(JETTED MAIN @ SUMMIT & ORCHARD)		
AP Trx #: 7320		JETTED MAIN @ SUMMIT & ORCHARD	31-75-4240	229.00	
		Vnd: 0346 Invoice: 89028	31-00-2200		229.00
		Expected Check Run: 04/17/2019		229.00	229.00
04/17/2019	AP	GRAINGER	Invoice: 832140602 Ref#: 14921(3/4" IMPACT SOCKET)		
AP Trx #: 7321		3/4" IMPACT SOCKET	01-53-4302	44.00	
		Vnd: 0106 Invoice: 832140602	01-00-2200		44.00
		Expected Check Run: 04/17/2019		44.00	44.00

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
04/17/2019	AP	HERITAGE ENGINEERING, LTD.	Invoice: 4422 Ref#: 14957(INGRESS/EGRESS EASEMENT IL 76 ORDER#4422)		
AP Trx #: 7322					
		INGRESS/EGRESS EASEMENT IL 76 ORDER#4422	01-50-4212	980.00	
		Vnd: 0473 Invoice: 4422	01-00-2200		980.00
		Expected Check Run: 04/17/2019		980.00	980.00
04/17/2019	AP	MCMAHON ASSOCIATES, INC.	Invoice: 0701440 Ref#: 14899(ENGINEERING EPI DEMOLITION FEB2019)		
AP Trx #: 7323					
		ENGINEERING EPI DEMOLITION FEB2019	01-50-4212	2,951.10	
		Vnd: 0159 Invoice: 0701440	01-00-2200		2,951.10
		Expected Check Run: 04/17/2019		2,951.10	2,951.10
04/17/2019	AP	MCMAHON ASSOCIATES, INC.	Invoice: 0701441 Ref#: 14900(MFT 2019 PAVEMENT MAINTENANCE FEB.2019)		
AP Trx #: 7324					
		MFT 2019 PAVEMENT MAINTENANCE FEB.2019	20-00-4232	3,903.60	
		Vnd: 0159 Invoice: 0701441	20-00-2200		3,903.60
		Expected Check Run: 04/17/2019		3,903.60	3,903.60
04/17/2019	AP	MCMAHON ASSOCIATES, INC.	Invoice: 0701442 Ref#: 14901(ENGINEERING OAKLAWN L/S FEB.2019)		
AP Trx #: 7325					
		ENGINEERING OAKLAWN L/S FEB.2019	01-50-4212	428.60	
		Vnd: 0159 Invoice: 0701442	01-00-2200		428.60
		Expected Check Run: 04/17/2019		428.60	428.60
04/17/2019	AP	MCMAHON ASSOCIATES, INC.	Invoice: 0701443 Ref#: 14902(ENGINEERING AS NEEDED FEB.2019)		
AP Trx #: 7326					
		ENGINEERING AS NEEDED FEB.2019	01-50-4212	2,612.50	
		Vnd: 0159 Invoice: 0701443	01-00-2200		2,612.50
		Expected Check Run: 04/17/2019		2,612.50	2,612.50
04/17/2019	AP	MENARDS	Invoice: 8591 Ref#: 14860(ROAD POSTING SAND BAGS)		
AP Trx #: 7327					
		ROAD POSTING SAND BAGS	01-53-4302	87.34	
		Vnd: 0165 Invoice: 8591	01-00-2200		87.34
		Expected Check Run: 04/17/2019		87.34	87.34

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
04/17/2019	AP	MENARDS	Invoice: 9310 Ref#: 14922(PARTS FOR COMPRESSOR DRAIN)		
AP Trx #: 7328					
		PARTS FOR COMPRESSOR DRAIN	31-75-4302	10.36	
		Vnd: 0165 Invoice: 9310	31-00-2200		10.36
		Expected Check Run: 04/17/2019		10.36	10.36
04/17/2019	AP	MENARDS	Invoice: 9469 Ref#: 14923(FOAM BOARD FOR SQUEEGIES TO CLEAN EQ TAN)		
AP Trx #: 7329					
		FOAM BOARD FOR SQUEEGIES TO CLEAN EQTANK	31-75-4302	33.94	
		Vnd: 0165 Invoice: 9469	31-00-2200		33.94
		Expected Check Run: 04/17/2019		33.94	33.94
04/17/2019	AP	MENARDS	Invoice: 9887 Ref#: 14940(SAND FILTER SAND X20 BAGS)		
AP Trx #: 7330					
		SAND FILTER SAND X20 BAGS	31-70-4302	159.80	
		Vnd: 0165 Invoice: 9887	31-00-2200		159.80
		Expected Check Run: 04/17/2019		159.80	159.80
04/17/2019	AP	MENARDS	Invoice: 10108 Ref#: 14959(SHOP DOOR KEY PAD, WOOD GLUE)		
AP Trx #: 7331					
		SHOP DOOR KEY PAD, WOOD GLUE	01-53-4302	118.98	
		Vnd: 0165 Invoice: 10108	01-00-2200		118.98
		Expected Check Run: 04/17/2019		118.98	118.98
04/17/2019	AP	MONROE TRUCK EQUIPMENT, INC.	Invoice: 5399932 Ref#: 14861(SNOW PLOW CUTTING EDGES)		
AP Trx #: 7332					
		SNOW PLOW CUTTING EDGES	01-53-4229	1,213.31	
		Vnd: 0173 Invoice: 5399932	01-00-2200		1,213.31
		Expected Check Run: 04/17/2019		1,213.31	1,213.31
04/17/2019	AP	MR. GOODWATER	Invoice: 4/1/2019 Ref#: 14955(COOLER RENTAL/DRINKING WATER MARCH 2019)		
AP Trx #: 7333					
		COOLER RENTAL/DRINKING WATER@VH	01-50-4302	27.10	
		DRINKING WATER @PW	01-53-4302	19.10	
		COOLER RENTAL @WWTP	31-75-4302	8.00	
		Vnd: 0329 Invoice: 4/1/2019	01-00-2200		46.20
		Vnd: 0329 Invoice: 4/1/2019	31-00-2200		8.00
		Expected Check Run: 04/17/2019		54.20	54.20

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
04/17/2019	AP	NAPA AUTO PARTS	Invoice: 273692 Ref#: 14862(HARDWIRE CB'S X2)		
AP Trx #: 7334		HARDWIRE CB'S X2	01-53-4226	23.86	
		Vnd: 0053 Invoice: 273692	01-00-2200		23.86
		Expected Check Run: 04/17/2019		23.86	23.86
04/17/2019	AP	NAPA AUTO PARTS	Invoice: 273367 Ref#: 14863(10W30 X3 FOR OIL CHANGES)		
AP Trx #: 7335		10W30 X3 FOR OIL CHANGES	01-53-4226	194.98	
		Vnd: 0053 Invoice: 273367	01-00-2200		194.98
		Expected Check Run: 04/17/2019		194.98	194.98
04/17/2019	AP	NAPA AUTO PARTS	Invoice: 275055 Ref#: 14924(SOCKET FOR MOWER BLADES)		
AP Trx #: 7336		SOCKET FOR MOWER BLADES	01-53-4302	20.17	
		Vnd: 0053 Invoice: 275055	01-00-2200		20.17
		Expected Check Run: 04/17/2019		20.17	20.17
04/17/2019	AP	NAPA AUTO PARTS	Invoice: 275204 Ref#: 14941(OIL DRY X4 BAGS)		
AP Trx #: 7337		OIL DRY X4 BAGS	01-53-4301	38.56	
		Vnd: 0053 Invoice: 275204	01-00-2200		38.56
		Expected Check Run: 04/17/2019		38.56	38.56
04/17/2019	AP	NICOLOSI GALLUZZO LLP	Invoice: 2705 Ref#: 14864(LEGAL SERVICES: CONFLICT REP. CASE19-034)		
AP Trx #: 7338		LEGAL SERVICES: CONFLICT REP. CASE19-034	01-50-4213	252.00	
		Vnd: 0475 Invoice: 2705	01-00-2200		252.00
		Expected Check Run: 04/17/2019		252.00	252.00
04/17/2019	AP	POMP'S TIRE SERVICE, INC.	Invoice: 260058064 Ref#: 14942(TIRE REPAIR)		
AP Trx #: 7339		VEHCLE MAINTENANCE-TIRE REPAIR	01-53-4226	81.42	
		Vnd: 0393 Invoice: 260058064	01-00-2200		81.42
		Expected Check Run: 04/17/2019		81.42	81.42

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
04/17/2019	AP	SABEL MECHANICAL LLC. Invoice: 3220 Ref#: 14960(EMERGENCY REPAIR: COUNTRYSIDE L/S PUMP)			
AP Trx #: 7340		EMERGENCY REPAIR: COUNTRYSIDE L/S PUMP	31-75-4301	7,365.51	
		Vnd: 0408 Invoice: 3220	31-00-2200		7,365.51
		Expected Check Run: 04/17/2019		7,365.51	7,365.51
04/17/2019	AP	SCOTT'S RV, TRUCK & AUTO REPAIR Invoice: 58109 Ref#: 14943(CURB GUARDS FOR PLOWS (2))			
AP Trx #: 7341		CURB GUARDS FOR PLOWS (2)	01-53-4229	203.80	
		Vnd: 0245 Invoice: 58109	01-00-2200		203.80
		Expected Check Run: 04/17/2019		203.80	203.80
04/17/2019	AP	SCOTT'S RV, TRUCK & AUTO REPAIR Invoice: 58373 Ref#: 14944(2016 GMC PLOW SOLENOID REPAIR)			
AP Trx #: 7342		2016 GMC PLOW SOLENOID REPAIR	01-53-4229	104.55	
		Vnd: 0245 Invoice: 58373	01-00-2200		104.55
		Expected Check Run: 04/17/2019		104.55	104.55
04/17/2019	AP	SOSNOWSKI SZETO, LLP Invoice: 450002.0009-2743 Ref#: 14961(LEGAL SRVCS:14042 TALLGRASS TRL L			
AP Trx #: 7343		LEGAL SRVCS:14042 TALLGRASS LITG.3/2019	01-50-4213	1,296.95	
		Vnd: 0319 Invoice: 450002.0009-2743	01-00-2200		1,296.95
		Expected Check Run: 04/17/2019		1,296.95	1,296.95
04/17/2019	AP	SOSNOWSKI SZETO, LLP Invoice: 450002.0000-2737 Ref#: 14962(LEGAL SRVCS: GENERAL MARCH 2019)			
AP Trx #: 7344		LEGAL SRVCS: GENERAL MARCH 2019	01-50-4213	7,223.85	
		Vnd: 0319 Invoice: 450002.0000-2737	01-00-2200		7,223.85
		Expected Check Run: 04/17/2019		7,223.85	7,223.85
04/17/2019	AP	SOSNOWSKI SZETO, LLP Invoice: 450002.0001-2738 Ref#: 14963(LEGAL SRVCS: FORREST PALLET MARCH			
AP Trx #: 7345		LEGAL SRVCS: FORREST PALLET MARCH 2019	01-50-4213	840.00	
		Vnd: 0319 Invoice: 450002.0001-2738	01-00-2200		840.00
		Expected Check Run: 04/17/2019		840.00	840.00

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
04/17/2019	AP	SOSNOWSKI SZETO, LLP	Invoice: 450002.0003-2739 Ref#: 14964(LEGAL SRVCS: LABOR MARCH 2019)		
AP Trx #: 7346		LEGAL SRVCS: LABOR MARCH 2019	01-50-4213	700.00	
		Vnd: 0319 Invoice: 450002.0003-2739	01-00-2200		700.00
		Expected Check Run: 04/17/2019		700.00	700.00
04/17/2019	AP	SOSNOWSKI SZETO, LLP	Invoice: 450002.0005-2740 Ref#: 14965(LEGAL SRVC: HAWTHORN MEADOWS MARC		
AP Trx #: 7347		LEGAL SRVC: HAWTHORN MEADOWS MARCH 2018	01-50-4213	140.00	
		Vnd: 0319 Invoice: 450002.0005-2740	01-00-2200		140.00
		Expected Check Run: 04/17/2019		140.00	140.00
04/17/2019	AP	SOSNOWSKI SZETO, LLP	Invoice: 450002.0007-2742 Ref#: 14966(LEGAL SRVCS: PLANNING & ZONING MA		
AP Trx #: 7348		LEGAL SRVCS:PLANNING & ZONING MARCH 2019	01-50-4213	665.00	
		Vnd: 0319 Invoice: 450002.0007-2742	01-00-2200		665.00
		Expected Check Run: 04/17/2019		665.00	665.00
04/17/2019	AP	SOSNOWSKI SZETO, LLP	Invoice: 450002.0006-2741 Ref#: 14967(LEGAL SRVCS: WESTGREEN SUB. MARCH		
AP Trx #: 7349		LEGAL SRVCS: WESTGREEN SUB. MARCH 2019	01-50-4213	245.00	
		Vnd: 0319 Invoice: 450002.0006-2741	01-00-2200		245.00
		Expected Check Run: 04/17/2019		245.00	245.00
04/17/2019	AP	TEST INC.	Invoice: 190200455 Ref#: 14865(IEPA TESTING X1 CARBON TETRACHLORIDE)		
AP Trx #: 7350		IEPA TESTING X1 CARBON TETRACHLORIDE	31-75-4310	127.00	
		Vnd: 0355 Invoice: 190200455	31-00-2200		127.00
		Expected Check Run: 04/17/2019		127.00	127.00
04/17/2019	AP	TEST INC.	Invoice: 1176177 Ref#: 14925(WATER & SEWER CONTRACT LABOR APRIL 2019)		
AP Trx #: 7351		WATER & SEWER CONTRACT LABOR APRIL 2019	31-75-4236	16,493.75	
		Vnd: 0355 Invoice: 1176177	31-00-2200		16,493.75
		Expected Check Run: 04/17/2019		16,493.75	16,493.75

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
04/17/2019	AP	TEST INC.	Invoice: 190300232 Ref#: 14926(FLUORIDE TESTING@W,N, S WELLS 1EA.)		
AP Trx #: 7352					
		FLUORIDE TESTING@W,N, S WELLS 1EA.	31-70-4310	46.50	
		Vnd: 0355 Invoice: 190300232	31-00-2200		46.50
		Expected Check Run: 04/17/2019			
				46.50	46.50
04/17/2019	AP	TEST INC.	Invoice: 190300469 Ref#: 14927(IEPA COLIFORM TESTING X3 @ SOUTH)		
AP Trx #: 7353					
		IEPA COLIFORM TESTING X3 @ SOUTH	31-70-4310	36.00	
		Vnd: 0355 Invoice: 190300469	31-00-2200		36.00
		Expected Check Run: 04/17/2019			
				36.00	36.00
04/17/2019	AP	TEST INC.	Invoice: 190300468 Ref#: 14928(IEPA COLIFORM TESTING X2 @ WEST)		
AP Trx #: 7354					
		IEPA COLIFORM TESTING X2 @ WEST	31-70-4310	24.00	
		Vnd: 0355 Invoice: 190300468	31-00-2200		24.00
		Expected Check Run: 04/17/2019			
				24.00	24.00
04/17/2019	AP	TEST INC.	Invoice: 190300529 Ref#: 14929(IEPA COLIFORM TESTING X4@ NORTH)		
AP Trx #: 7355					
		IEPA COLIFORM TESTING X4@ NORTH	31-70-4310	48.00	
		Vnd: 0355 Invoice: 190300529	31-00-2200		48.00
		Expected Check Run: 04/17/2019			
				48.00	48.00
04/17/2019	AP	WILLIAM CHARLES CONSTRUCTION, LLC	Invoice: 116239 Ref#: 14930(UPM COLD PATCH 4.77 UNITS)		
AP Trx #: 7356					
		UPM COLD PATCH 4.77 UNITS	01-53-4228	643.95	
		Vnd: 0268 Invoice: 116239	01-00-2200		643.95
		Expected Check Run: 04/17/2019			
				643.95	643.95
04/17/2019	AP	WISCONSIN HYDRAULICS INC.	Invoice: 55465 Ref#: 14931(HYD.POWER LIFT CYLINDER ASSY. 05 INTL)		
AP Trx #: 7357					
		HYD.POWER LIFT CYLINDER ASSY. 05 INTL	01-53-4229	358.42	
		Vnd: 0477 Invoice: 55465	01-00-2200		358.42
		Expected Check Run: 04/17/2019			
				358.42	358.42
				90,338.59	90,338.59

Cash/Payable Account Totals:

ACCOUNTS PAYABLE	01-00-2200	50,778.92
MFT ACCOUNTS PAYABLE	20-00-2200	3,903.60
ACCOUNTS PAYABLE	31-00-2200	35,654.66

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
			TOTAL INCREASE IN PAYABLE:		90,337.18

RESOLUTION NUMBER: 19-13

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS APPROVING THE APPOINTMENT OF VILLAGE TREASURER, CARINA BOYD, AS AN AUTHORIZED AGENT FOR THE ILLINOIS MUNICIPAL RETIREMENT FUND

WHEREAS, the Village of Poplar Grove, Illinois ("Village") is an Illinois Municipal Retirement Fund ("IMRF") employer and can appoint any qualified party as the Village's IMRF authorized agent; and

WHEREAS, the Village is able to make the appointment of an IMRF authorized agent through the adoption of a resolution; and

WHEREAS, the Village Clerk must certify the appointment of an IMRF authorized agent by executing a Notice of Appointment of Authorized Agent; and

WHEREAS, the Village desires to appoint Village Treasurer, Carina Boyd as an IMRF authorized agent for the Village.

NOW THEREFORE, BE IT RESOLVED by the 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 Board hereby accepts and approves the appointment of Village Treasurer, Carina Boyd, as an IMRF authorized agent for the Village of Poplar Grove.

3. The Village Clerk is hereby authorized to execute this said resolution and any other documents necessary to effectuate the same.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2019

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

APPROVED_____, 2019

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

VILLAGE OF POPLAR GROVE

ORDINANCE NO. 2019 - ____

APPROPRIATION ORDINANCE OF THE VILLAGE OF POPLAR GROVE, BOONE COUNTY, ILLINOIS

ADOPTED BY THE VILLAGE BOARD OF THE VILLAGE OF POPLAR GROVE

THIS _____ DAY OF _____, 19

Published in pamphlet form by authority of the Village Board of the Village of Poplar Grove, Boone County, Illinois this _____ day of _____, 2019.

ORDINANCE NO. 2019 - ____

APPROPRIATION ORDINANCE

An Ordinance appropriating for all corporate purposes for the Village of Poplar Grove, Illinois, for the fiscal year commencing on the 1st day of May, 2019, and ending on the 30th day of April, 2020.

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

SECTION ONE: The amounts herein set forth, or so much thereof as may be authorized by law, and as may be needed or deemed necessary to defray all expenses and liabilities of the Village of Poplar Grove, be and the same are hereby appropriated for the corporate purposes of the Village of Poplar Grove, Illinois, as hereinafter specified for the fiscal year commencing on the 1st day of May, 2019, and ending on the 30th day of April, 2020.

SECTION TWO: The appropriations herein made for any purpose shall be regarded as the maximum amounts to be expended under the respective appropriation funds and shall not be construed as a commitment, agreement, obligation, or liability of the Village of Poplar Grove, and such appropriation being subject to further approval as to the expenditure thereof by the Village Board of Trustees pursuant to the purchasing policy.

SECTION THREE: The amounts appropriated for each Fund shall be as summarized in Exhibit A, attached hereto and incorporated herein.

SECTION FOUR: That all sums of money not needed for immediate purposes may be invested in Securities of the Federal Government, in Federally Insured Savings and Loan Associations, or in Certificates of Deposit or Savings Accounts of any bank defined in the Illinois Banking Act.

SECTION FIVE: If any section, subdivision, or sentence of this Ordinance shall, for any reason, be held invalid or deemed to be unconstitutional, such decision shall not affect the

validity of the remaining portion of this Ordinance.

SECTION SIX: Herein also being adopted as part of this Ordinance is the fiscal year 2020 line item budget summary by fund and department for the Village of Poplar Grove, which is attached as Exhibit B, and incorporated herein.

SECTION SEVEN: Herein also being adopted as part of this Ordinance is the Certificate of Estimate of Revenues for the fiscal year of May 1, 2019 to April 30, 2020 for the Village of Poplar Grove, which is attached as Exhibit C, and incorporated herein.

SECTION EIGHT: A certified copy of this Ordinance shall be filed with the County Clerk of the County of Boone within thirty (30) days after its adoption.

SECTION NINE: This Ordinance shall be in full force and effect after its approval, passage, and publication as provided by law.

PASSED and approved this _____ day of _____, 2019.

PRESIDENT OF THE VILLAGE OF
POPLAR GROVE, ILLINOIS

_____

ATTEST:

_____
CLERK

AYES: _____

NAYS: _____

ABSENT: _____

EXHIBIT A

SUMMARY OF APPROPRIATIONS FOR FISCAL YEAR

ENDING APRIL 30, 20 BY FUND

GENERAL FUND	
Administration Department	745,984
Public Safety	10,000
Parks and Recreation	146,067
Street Department	338,287
Village Clerk Department	68,784
Transfers To W & S Fund, Debt Service & CIP	516,909
GRAND TOTAL GENERAL FUND	1,826,031
MOTOR FUEL TAX FUND	
GRAND TOTAL MOTOR FUEL TAX FUND	270,000
WATER AND SEWER FUND	
Administration Department	631,908
Water Department	185,387
Sewer Department	760,712
GRAND TOTAL WATER AND SEWER FUND	1,578,007
GRAND TOTAL ALL FUNDS	3,404,038
DEBT SERVICE FUND	
General Fund Debt Service	213,328
CAPITAL PROJECTS FUND	
Capital Projects Fund Governmental	473,000

STATE OF ILLINOIS)
) SS
COUNTY OF BOONE)

I, the undersigned Village Clerk, Karri Anderberg, of the Village of Poplar Grove, County of Boone, State of Illinois, do hereby certify that as the Village Clerk, I am the keeper of the minutes, ordinances and other books, records and papers of said Village and the foregoing is a true and correct copy of:

ORDINANCE NO. 2019 - ____ APPROPRIATION ORDINANCE OF THE VILLAGE OF POPLAR GROVE, BOONE COUNTY, ILLINOIS

With the original record thereof now remaining in my office, and have found the same to be a correct transcript therefrom and of the whole of such original record.

IN TESTIMONY WHEREOF, I HAVE HEREWITH SET MY HAND AND FIXED THE SEAL OF SAID VILLAGE OF POPLAR GROVE, ILLINOIS.

This _____ day of _____, 2019

_____
VILLAGE CLERK

(SEAL)

EXHIBIT B
Line Item Budget

EXHIBIT C

Certificate of Estimate of Revenues for the Fiscal Year of May 1, 2019 to April 30, 2020 for the Village of Poplar Grove, Boone County IL

REVENUES		2019-2020 (Estimates this year)
GENERAL FUND		
Property Taxes- Corporate	$	235,620.00
Property Taxes - Road & Bridge	$	78,000.00
Property Taxes - Audit	$	15,000.00
Property Taxes - Liability Insurance	$	21,000.00
Property Taxes - Social Security	$	20,000.00
State Income Taxes	$	503,750.00
State Use Taxes	$	158,500.00
State Telecommunications Tax	$	80,000.00
State Sales Tax	$	275,000.00
State Video Gaming Tax	$	75,000.00
State Replacement Tax	$	3,000.00
Municipal Utility Tax - Electricity	$	130,000.00
Municipal Utility Tax - Natural Gas	$	65,000.00
Code Violation Fees	$	1,500.00
Filing Fees for Planning and Zoning	$	1,500.00
Building Permit Fees	$	60,000.00
Video Gaming Licenses	$	5,500.00
Garbage and Refuse Stickers	$	-
Other License Fees	$	650.00
Truck Permits	$	2,500.00
Liquor Licenses	$	12,000.00
Tobacco License Fees	$	200.00
Rents Received	$	21,600.00
Impact Fees	$	-
Recapture Fees	$	-
Federal Grant Revenue	$	-
State Grant Revenue	$	-
Local Grant Revenue	$	-
Miscellaneous Revenue	$	1,000.00
Donations Contributions	$	-
Knolls HOA Arboretum Donation	$	-
Park Donations	$	-
Interest	$	30,000.00
TOTAL GENERAL FUND	$	**1,796,320.00**
MOTOR FUEL TAX		
Motor Fuel Tax	$	127,250.00
Interest	$	250.00
TOTAL MOTOR FUEL TAX FUND	$	**127,500.00**
WATER & SEWER FUND		
Water and Sewer Sales	$	1,500,000.00
Water/Sewer Penalties	$	18,000.00
Water & Sewer Connection Fees	$	5,000.00
Bulk Water Sales	$	1,000.00
Meter & MXU Sales	$	7,125.00

Turn on/off Water Fees		$	3,000.00
Miscellaneous Income		$	300.00
Interest		$	10,000.00
Transfer in from General Fund		$	-
	TOTAL WATER AND SEWER FUND	$	**1,544,425.00**
DEBT SERVICE FUND			
Transfer from General Fund		$	213,328.00
	TOTAL DEBT SERVICE FUND	$	**213,328.00**
CAPITAL IMPROVEMENT FUND			
Transfer from General Fund		$	270,000.00
	TOTAL CAPITAL IMPROVEMENT FUND	$	**270,000.00**

I, Carina Boyd, Chief Fiscal Officer for the Village of Poplar Grove certify that the aforestated revenues are an accurate estimate by source aniticipated to be received by the Village of Poplar Grove for the fiscal year of May 1, 2019 to April 30, 2020.

_____

Chief Fiscal Officer

Fund: 01 GENERAL FUND

Calculations as of 03/31/2019

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	2017-18 ACTIVITY	2018-19 AMENDED BUDGET	2018-19 ACTIVITY THRU 03/31/19	2019-20 REQUESTED BUDGET	2019-20 REQUESTED % CHANGE
ESTIMATED REVENUES							
Dept 00							
01-00-3010	PROPERTY TAXES - CORPORATE	204,000.00	202,973.60	215,000.00	212,925.44	235,620.00	9.59
01-00-3011	PROPERTY TAXES - ROAD & BRIDGE	68,500.00	77,697.78	61,000.00	77,528.58	78,000.00	27.87
01-00-3012	PROPERTY TAXES - AUDIT	14,400.00	14,435.82	14,000.00	14,087.64	15,000.00	7.14
01-00-3013	PROPERTY TAXES - LIABILITY INSURA	20,000.00	20,208.49	20,000.00	19,720.97	21,000.00	5.00
01-00-3014	PROPERTY TAXES - SOCIAL SECURITY	19,300.00	19,244.99	20,000.00	18,774.67	20,000.00	
01-00-3100	STATE INCOME TAXES	455,000.00	455,495.38	485,000.00	361,084.87	503,750.00	3.87
01-00-3101	STATE USE TAXES	110,000.00	132,665.89	110,000.00	167,744.32	158,500.00	44.09
01-00-3102	STATE TELECOMMUNICATIONS TAX	100,000.00	76,508.24	80,000.00	66,616.58	80,000.00	
01-00-3103	STATE SALES TAXES	298,000.00	292,212.51	275,000.00	256,738.42	275,000.00	
01-00-3104	STATE VIDEO GAMING TAX	37,000.00	68,988.24	56,000.00	73,446.12	75,000.00	33.93
01-00-3105	REPLACEMENT TAX	4,000.00	3,931.50	3,000.00	3,073.63	3,000.00	
01-00-3200	MUNICIPAL UTILITY TAX - ELECTRICI	145,000.00	130,671.31	125,000.00	127,077.09	130,000.00	4.00
01-00-3201	MUNICIPAL UTILITY TAX - NATURAL G	50,000.00	64,918.27	50,000.00	61,757.01	65,000.00	30.00
01-00-3300	CODE VIOLATION FEES	100.00	7,417.00	1,500.00	1,751.69	1,500.00	
01-00-3301	FILING FEES	1,500.00	1,300.00	1,500.00	4,975.00	1,500.00	
01-00-3400	BUILDING PERMIT FEES	50,000.00	24,614.63	55,000.00	62,067.62	60,000.00	9.09
01-00-3401	VIDEO GAMING LICENSES	1,000.00	700.00	5,500.00	950.00	5,500.00	
01-00-3402	GARBAGE AND REFUSE STICKERS	750.00	1,484.00				
01-00-3403	OTHER LICENSE FEES	650.00	530.00	650.00	440.00	650.00	
01-00-3405	TRUCK PERMITS	2,000.00	3,446.00	3,000.00	3,044.00	2,500.00	(16.67)
01-00-3406	LIQUOR LICENSES	11,700.00	12,800.00	12,000.00	19,100.00	12,000.00	
01-00-3408	TOBACCO LICENSE FEES	140.00	220.00	200.00	180.00	200.00	
01-00-3500	RENTS RECEIVED	22,000.00	22,975.00	22,000.00	19,800.00	21,600.00	(1.82)
01-00-3501	IMPACT FEES						
01-00-3502	RECAPTURE FEES						
01-00-3700	FEDERAL GRANT REVENUE						
01-00-3701	STATE GRANT REVENUE						
01-00-3702	LOCAL GRANT REVENUE						
01-00-3800	MISCELLANEOUS REVENUE	1,500.00	12,492.10	1,000.00	14,879.27	1,000.00	
01-00-3801	DONATIONS/CONTRIBUTIONS				1,000.00		
01-00-3802	KNOLLS HOA ARBORETUM DONATION						
01-00-3803	PARK DONATIONS		1,100.00		100.00		
01-00-3806	ESCROW HAWTHORN MEADOWS REVENUE						
01-00-3900	INTEREST	750.00	6,364.84	1,250.00	2,715.41	30,000.00	2,300.00
01-00-3901	COUNTY PROPERTY TAX INTEREST INCO		67.72				
01-00-5031	TRANSFERS IN - FROM WATER / SEWER						
Totals for dept 00 -		1,617,290.00	1,655,463.31	1,617,600.00	1,591,578.33	1,796,320.00	11.05
TOTAL ESTIMATED REVENUES		1,617,290.00	1,655,463.31	1,617,600.00	1,591,578.33	1,796,320.00	11.05

Fund: 01 GENERAL FUND

Calculations as of 03/31/2019

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	2017-18 ACTIVITY	2018-19 AMENDED BUDGET	2018-19 ACTIVITY THRU 03/31/19	2019-20 REQUESTED BUDGET	2019-20 REQUESTED % CHANGE
APPROPRIATIONS							
Dept 50 - ADMIN							
01-50-4000	SALARIES	151,000.00	169,704.26	245,000.00	202,611.90	233,350.00	(4.76)
01-50-4010	SALARIES - OVERTIME	1,000.00	250.63	1,500.00	715.69	1,545.00	3.00
01-50-4100	SOCIAL SECURITY - EMPLOYER	9,500.00	10,280.65	15,500.00	12,094.88	14,563.49	(6.04)
01-50-4101	MEDICARE - EMPLOYER	2,500.00	2,404.41	3,600.00	2,828.65	3,405.98	(5.39)
01-50-4102	WORKERS COMPENSATION INSURANCE	1,000.00	371.67	1,500.00			(100.00)
01-50-4103	UNEMPLOYMENT COMPENSATION	1,500.00	2,172.90	5,250.00	2,754.25	2,644.00	(49.64)
01-50-4104	IMRF EMPLOYER	11,000.00	8,379.53	11,500.00	10,894.88	12,825.27	11.52
01-50-4105	LIFE INSURANCE - EMPLOYER	500.00	385.27	600.00	544.20	560.00	(6.67)
01-50-4106	HEALTH INSURANCE EXPENSE	55,000.00	47,072.09	75,000.00	65,959.07	51,353.00	(31.53)
01-50-4200	GENERAL INSURANCE EXPENSE	69,000.00	65,903.90	65,000.00	49,228.00	50,000.00	(23.08)
01-50-4201	CONTRACTED LABOR - OTHER	70,000.00	17,650.60		31,117.40		
01-50-4202	TELEPHONE & INTERNET SERVICES	23,000.00	17,822.46	7,200.00	7,029.19	7,200.00	
01-50-4203	WEB SITE MAINTENANCE	1,250.00	1,965.00	2,000.00	1,975.00	2,000.00	
01-50-4204	UTILITIES	2,500.00	(2.78)	250.00	384.54	400.00	60.00
01-50-4205	TRAVEL REIMBURSEMENTS	5,500.00	1,518.93	5,500.00	2,241.93	7,500.00	36.36
01-50-4206	SECURITY SYSTEM	1,000.00	39.65	1,000.00		2,200.00	120.00
01-50-4207	TRAINING	5,000.00	4,186.04	5,000.00	4,551.71	6,000.00	20.00
01-50-4208	POSTAGE	5,000.00	1,223.59	5,000.00	1,353.30	1,800.00	(64.00)
01-50-4209	PUBLICATION COST	3,000.00	4,443.74	3,500.00	4,487.04	4,500.00	28.57
01-50-4211	AUDITING SERVICES	20,000.00	16,100.00	20,000.00	16,500.00	20,000.00	
01-50-4212	ENGINEERING SERVICES	60,000.00	24,287.53	55,000.00	22,353.99	55,000.00	
01-50-4213	LEGAL SERVICES	89,000.00	69,483.18	90,000.00	105,281.49	90,000.00	
01-50-4214	OFFICE SYSTEM SUPPORT	14,000.00	12,774.76	15,500.00	24,833.57	20,000.00	29.03
01-50-4215	CONTRACT INSPECTION SERVICES	40,000.00	22,844.79	50,000.00	26,802.16	50,000.00	
01-50-4216	CONTRACT CODE ENFORCEMENT	16,000.00	15,368.52	25,000.00	16,060.85	25,000.00	
01-50-4217	PROFESSIONAL DUES	7,000.00	7,619.25	8,105.00	6,541.15	8,500.00	4.87
01-50-4218	CODIFICATION	5,500.00	1,768.70	5,500.00	2,987.68		(100.00)
01-50-4219	CUSTODIAL SERVICES	3,000.00	3,748.52	4,000.00	3,603.00	4,000.00	
01-50-4220	RENTAL PROPERTY REPAIRS	1,500.00	126.26	1,000.00		2,500.00	150.00
01-50-4221	VILLAGE CLERK ADMINISTRATION	3,500.00	3,979.48	6,575.00	4,344.20		(100.00)
01-50-4222	REFUSE AND RECYCLING EXPENSES	1,800.00	1,250.00				
01-50-4223	IT SERVICES			2,000.00	14,768.75	7,500.00	275.00
01-50-4237	PLANNING SERVICES	5,000.00	1,377.80	3,500.00	2,036.40	22,000.00	528.57
01-50-4240	PROFESSIONAL SERVICES						
01-50-4270	BOND AGENT FEE		500.00	500.00	500.00	500.00	
01-50-4300	OFFICE SUPPLIES	7,800.00	4,622.81	7,800.00	3,617.76	5,000.00	(35.90)
01-50-4301	MAINTENANCE SUPPLIES	2,000.00	2,749.58	1,500.00	11,300.78	2,000.00	33.33
01-50-4302	OPERATING SUPPLIES	750.00	705.08	750.00	997.86	750.00	
01-50-4400	CAPITAL OUTLAY - VILLAGE HALL EQU	5,900.00	1,022.86	2,500.00	5,826.08	7,500.00	200.00
01-50-4500	MISCELLANEOUS EXPENSE	1,000.00	(732.90)	1,000.00	15,837.94	1,000.00	
01-50-4501	CONTINGENCY	235.00					
01-50-4660	ESCROW DISBURSEMENTS						
01-50-4740	PAYMENT TO ESCROW AGENT						
01-50-4752	INTEREST ON BOND						
01-50-4970	SIMERL LAND REPAYMENT	26,000.00	25,832.50	26,000.00	25,832.48	22,887.28	(11.97)
01-50-4971	LAND PURCHASE				9,200.50		
Totals for dept 50 - ADMIN		728,235.00	571,201.26	780,130.00	719,998.27	745,984.02	(4.38)

Fund: 01 GENERAL FUND

Calculations as of 03/31/2019

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	2017-18 ACTIVITY	2018-19 AMENDED BUDGET	2018-19 ACTIVITY THRU 03/31/19	2019-20 REQUESTED BUDGET	2019-20 REQUESTED % CHANGE
APPROPRIATIONS							
Dept 51 - PUBLIC SAFETY							
01-51-4223	CONTRACTUAL SERVICES	7,500.00	28.33	10,000.00	2,306.00	10,000.00	
Totals for dept 51 - PUBLIC SAFETY		7,500.00	28.33	10,000.00	2,306.00	10,000.00	

Fund: 01 GENERAL FUND

Calculations as of 03/31/2019

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	2017-18 ACTIVITY	2018-19 AMENDED BUDGET	2018-19 ACTIVITY THRU 03/31/19	2019-20 REQUESTED BUDGET	2019-20 REQUESTED % CHANGE
APPROPRIATIONS							
Dept 52 - PARKS							
01-52-4000	SALARIES		944.58	40,000.00	34,497.02	65,000.00	62.50
01-52-4010	SALARIES - OVERTIME			4,000.00	3,544.42	3,750.00	(6.25)
01-52-4100	SOCIAL SECURITY - EMPLOYER		162.57	2,800.00	2,199.27	4,262.50	52.23
01-52-4101	MEDICARE - EMPLOYER		38.02	700.00	514.42	996.88	42.41
01-52-4103	UNEMPLOYMENT COMPENSATION		49.49	800.00	645.09	696.00	(13.00)
01-52-4104	IMRF EMPLOYER		67.73	3,300.00	2,412.59	2,661.75	(19.34)
01-52-4105	LIFE INSURANCE - EMPLOYER			200.00	134.44	200.00	
01-52-4106	HEALTH INSURANCE			17,000.00	14,300.55	22,500.00	32.35
01-52-4204	UTILITIES				98.26		
01-52-4222	REFUSE AND RECYCLING EXPENSES			750.00			(100.00)
01-52-4224	COMMUNITY EVENTS	8,500.00	10,884.12	12,000.00	13,385.37	15,000.00	25.00
01-52-4225	LANDSCAPING PARKS	13,000.00	17,583.61	14,000.00	6,728.52	14,000.00	
01-52-4240	PROFESSIONAL SERVICES						
01-52-4303	GASOLINE AND OIL	2,500.00	1,249.83	2,500.00			(100.00)
01-52-4304	MAINTENANCE SUPPLIES	10,000.00	7,177.30	9,000.00	7,524.83	11,000.00	22.22
01-52-4402	CAPITAL OUTLAY - PARK BUILDINGS &			1,000.00	785.07	1,000.00	
01-52-4403	CAPITAL OUTLAY - PARK MAINTENANCE	4,000.00	15,258.00				
01-52-4404	CAPITAL OUTLAY - ARBORETUM IMPROV						
01-52-4405	CAPITAL OUTLAY - PLAYGROUND CONST	5,000.00	2,340.99		14,570.80		
01-52-4406	CAPITAL OUTLAY - PARK IMPROVEMENT	5,000.00	7,376.00			5,000.00	
Totals for dept 52 - PARKS		48,000.00	63,132.24	108,050.00	101,340.65	146,067.13	35.18

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	2017-18 ACTIVITY	2018-19 AMENDED BUDGET	2018-19 ACTIVITY THRU 03/31/19	2019-20 REQUESTED BUDGET	2019-20 REQUESTED % CHANGE
APPROPRIATIONS							
Dept 53 - STREETS							
01-53-4000	SALARIES	122,000.00	127,388.25	130,000.00	104,751.94	45,000.00	(65.38)
01-53-4010	SALARIES - OVERTIME	9,000.00	8,200.07	9,500.00	9,037.66	3,750.00	(60.53)
01-53-4080	STREETS UNIFORM ALLOWANCE	2,500.00	1,628.95	2,500.00	2,210.45	2,500.00	
01-53-4100	SOCIAL SECURITY - EMPLOYER	7,900.00	8,013.02	9,200.00	6,579.32	3,022.50	(67.15)
01-53-4101	MEDICARE - EMPLOYER	1,900.00	1,873.74	2,000.00	1,538.50	706.88	(64.66)
01-53-4102	WORKERS COMPENSATION INSURANCE	4,500.00	1,947.33	5,000.00			(100.00)
01-53-4103	UNEMPLOYMENT COMPENSATION	2,000.00	1,493.17	2,600.00	2,525.51	696.00	(73.23)
01-53-4104	IMRF - EMPLOYER	13,000.00	11,037.66	10,000.00	7,522.75	2,661.75	(73.38)
01-53-4105	LIFE INSURANCE - EMPLOYER	500.00	480.73	600.00	438.26	200.00	(66.67)
01-53-4106	HEALTH INSURANCE	53,000.00	37,718.91	43,000.00	43,122.99	22,500.00	(47.67)
01-53-4107	UNIFORM CLEANING SERVICES		510.56	2,500.00	1,480.27	2,500.00	
01-53-4202	TELEPHONE & INTERNET SERVICES			2,650.00	2,928.36	2,650.00	
01-53-4204	UTILITIES			500.00		2,000.00	300.00
01-53-4205	TRAVEL REIMBURSEMENTS	250.00	293.09	300.00	463.63	300.00	
01-53-4207	TRAINING	150.00	615.78	1,000.00	1,867.00	2,500.00	150.00
01-53-4226	VEHCLE MAINTENANCE	14,000.00	21,231.21	15,000.00	32,233.87	25,000.00	66.67
01-53-4227	EQUIPMENT MAINTENANCE	6,000.00	3,857.83	6,000.00	4,518.04	6,000.00	
01-53-4228	MAINTENANCE	20,000.00	15,328.45	18,000.00	16,336.24	18,000.00	
01-53-4229	SNOW PLOW MAINTENANCE	3,000.00	7,411.44	3,000.00	5,656.75	4,000.00	33.33
01-53-4230	STREET LIGHTING SERVICES	40,000.00	44,499.04	40,000.00	34,473.91	40,000.00	
01-53-4231	SHOP BUILDING - HEAT	2,500.00	2,439.52	2,000.00	2,286.87		(100.00)
01-53-4232	ENGINEERING SERVICES	5,000.00	113.50		605.00		
01-53-4233	CONTRACTED SNOW PLOWING	50,000.00	14,503.18	25,000.00	15,480.00	25,000.00	
01-53-4240	PROFESSIONAL SERVICES						
01-53-4301	MAINTENANCE SUPPLIES	28,000.00	6,709.56	25,000.00	15,117.52	25,000.00	
01-53-4302	OPERATING SUPPLIES	15,000.00	14,793.76	14,000.00	14,209.72	14,000.00	
01-53-4303	GASOLINE AND OIL	19,000.00	12,503.37	16,000.00	16,833.08	19,000.00	18.75
01-53-4304	SALT PURCHASES	45,000.00	29,984.05	40,000.00	33,373.05	50,000.00	25.00
01-53-4309	JULIE LOCATES	700.00	886.87	800.00	749.61	800.00	
01-53-4407	CAPITAL OUTLAY - VEHICLES & EQUIP	8,000.00	34,404.49	5,000.00	2,834.13	10,000.00	100.00
01-53-4408	CAPITAL OUTLAY - STORM SEWER CONS	5,000.00	6,999.15	5,000.00		5,000.00	
01-53-4409	CAPITAL OUTLAY - ROAD CONSTRUCTIO	20,000.00	5,688.39			5,000.00	
01-53-4410	CAPITAL OUTLAY - STREET LIGHTING						
01-53-4500	MISCELLANEOUS EXPENSE	1,000.00	1,375.84	500.00	719.99	500.00	
Totals for dept 53 - STREETS		498,900.00	423,930.91	436,650.00	379,894.42	338,287.13	(22.53)

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	2017-18 ACTIVITY	2018-19 AMENDED BUDGET	2018-19 ACTIVITY THRU 03/31/19	2019-20 REQUESTED BUDGET	2019-20 REQUESTED % CHANGE
APPROPRIATIONS							
Dept 57 - VILLAGE CLERK							
01-57-4000	SALARIES					19,000.00	
01-57-4010	SALARIES - OVERTIME						
01-57-4100	SOCIAL SECURITY - EMPLOYER					1,178.00	
01-57-4101	MEDICARE - EMPLOYER					275.50	
01-57-4103	UNEMPLOYMENT COMPENSATION					140.00	
01-57-4104	IMRF EMPLOYER					375.00	
01-57-4105	LIFE INSURANCE - EMPLOYER					40.00	
01-57-4106	HEALTH INSURANCE					5,175.00	
01-57-4202	TELEPHONE & INTERNET SERVICES					400.00	
01-57-4203	WEB SITE MAINTENANCE						
01-57-4205	TRAVEL REIMBURSEMENTS					5,006.00	
01-57-4207	TRAINING					2,160.00	
01-57-4209	PUBLICATION COST						
01-57-4213	LEGAL					25,000.00	
01-57-4217	DUES					534.00	
01-57-4218	CODIFICATION					9,500.00	
01-57-4240	PROFESSIONAL SERVICES						
Totals for dept 57 - VILLAGE CLERK						68,783.50	

Fund: 01 GENERAL FUND

Calculations as of 03/31/2019

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	2017-18 ACTIVITY	2018-19 AMENDED BUDGET	2018-19 ACTIVITY THRU 03/31/19	2019-20 REQUESTED BUDGET	2019-20 REQUESTED % CHANGE
APPROPRIATIONS							
Dept 99 - FIXED ASSETS							
01-99-6031	TRANSFER TO WATER / SEWER FUND	151,752.00	93,466.40			33,581.75	
01-99-6032	TRANSFER TO DEBT SERVICE	215,655.00	215,655.00	218,427.00	218,427.00	213,327.00	(2.33)
01-99-6050	TRANSFER TO GOV FUNDS CIP FUND	119,000.00	519,000.00	153,000.00	153,000.00	270,000.00	76.47
Totals for dept 99 - FIXED ASSETS		486,407.00	828,121.40	371,427.00	371,427.00	516,908.75	39.17
TOTAL APPROPRIATIONS		1,769,042.00	1,886,414.14	1,706,257.00	1,574,966.34	1,826,030.53	7.02
NET OF REVENUES/APPROPRIATIONS - FUND 01		(151,752.00)	(230,950.83)	(88,657.00)	16,611.99	(29,710.53)	(66.49)
	BEGINNING FUND BALANCE	2,139,055.78	2,139,055.78	1,908,104.95	1,908,104.95	1,924,716.94	0.87
	ENDING FUND BALANCE	1,987,303.78	1,908,104.95	1,819,447.95	1,924,716.94	1,895,006.41	4.15

BUDGET REPORT
Fund: 20 MOTOR FUEL FUND
Calculations as of 03/31/2019

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	2017-18 ACTIVITY	2018-19 AMENDED BUDGET	2018-19 ACTIVITY THRU 03/31/19	2019-20 REQUESTED BUDGET	2019-20 REQUESTED % CHANGE
ESTIMATED REVENUES							
Dept 00							
20-00-3120	MOTOR FUEL TAX	120,000.00	140,453.35	130,000.00	120,503.59	127,250.00	(2.12)
20-00-3900	MFT INTEREST	250.00	489.20	250.00	806.83	250.00	
Totals for dept 00 -		120,250.00	140,942.55	130,250.00	121,310.42	127,500.00	(2.11)
TOTAL ESTIMATED REVENUES		120,250.00	140,942.55	130,250.00	121,310.42	127,500.00	(2.11)

Fund: 20 MOTOR FUEL FUND

Calculations as of 03/31/2019

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	2017-18 ACTIVITY	2018-19 AMENDED BUDGET	2018-19 ACTIVITY THRU 03/31/19	2019-20 REQUESTED BUDGET	2019-20 REQUESTED % CHANGE
APPROPRIATIONS							
Dept 00							
20-00-4232	MFT ENGINEERING SERVICES		8,521.77	15,000.00	12,480.56	22,000.00	46.67
20-00-4302	MFT STREET OPERATING SUPPLIES			20,000.00	907.20		(100.00)
20-00-4408	CAPITAL OUTLAY - STORM SEWER CONS						
20-00-4409	ROAD CONSTRUCTION	120,000.00		200,000.00	253,649.85	248,000.00	24.00
Totals for dept 00 -		120,000.00	8,521.77	235,000.00	267,037.61	270,000.00	14.89
TOTAL APPROPRIATIONS		120,000.00	8,521.77	235,000.00	267,037.61	270,000.00	14.89
NET OF REVENUES/APPROPRIATIONS - FUND 20		250.00	132,420.78	(104,750.00)	(145,727.19)	(142,500.00)	36.04
	BEGINNING FUND BALANCE	399,423.32	399,423.32	531,844.10	531,844.10	386,116.91	(27.40)
	ENDING FUND BALANCE	399,673.32	531,844.10	427,094.10	386,116.91	243,616.91	(42.96)

Fund: 31 WATER & SEWER FUND

Calculations as of 03/31/2019

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	2017-18 ACTIVITY	2018-19 AMENDED BUDGET	2018-19 ACTIVITY THRU 03/31/19	2019-20 REQUESTED BUDGET	2019-20 REQUESTED % CHANGE
ESTIMATED REVENUES							
Dept 00							
31-00-3600	WATER & SEWER SALES	1,465,000.00	1,540,471.68	1,500,000.00	1,265,691.64	1,500,000.00	
31-00-3601	WATER / SEWER PENALTIES	18,000.00	17,747.49	18,000.00	16,858.83	18,000.00	
31-00-3602	WATER & SEWER CONNECTION FEES		5,700.00	5,000.00	14,700.00	5,000.00	
31-00-3603	BULK WATER SALES	1,250.00	612.81	1,000.00	391.80	1,000.00	
31-00-3604	METER & MXU SALES	1,500.00	1,050.00	1,000.00	2,560.00	7,125.00	612.50
31-00-3605	TURN ON/OFF WATER FEES	5,000.00	3,848.82	3,000.00	1,710.00	3,000.00	
31-00-3800	MISCELLANEOUS INCOME	500.00	560.00	300.00	873.37	300.00	
31-00-3900	INTEREST	1,100.00	114.29	100.00	828.17	10,000.00	9,900.00
31-00-5010	TRANSFERS IN - FROM GENERAL FUND		93,466.40			33,581.75	
Totals for dept 00 -		1,492,350.00	1,663,571.49	1,528,400.00	1,303,613.81	1,578,006.75	3.25
TOTAL ESTIMATED REVENUES		1,492,350.00	1,663,571.49	1,528,400.00	1,303,613.81	1,578,006.75	3.25

Fund: 31 WATER & SEWER FUND

Calculations as of 03/31/2019

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	2017-18 ACTIVITY	2018-19 AMENDED BUDGET	2018-19 ACTIVITY THRU 03/31/19	2019-20 REQUESTED BUDGET	2019-20 REQUESTED % CHANGE
APPROPRIATIONS							
Dept 50 - ADMIN							
31-50-4202	TELEPHONE & INTERNET SERVICES			9,600.00	8,129.53	9,600.00	
31-50-4235	BOND AGENT FEES	500.00	1,500.00	1,500.00		1,500.00	
31-50-4240	PROFESSIONAL SERVICES						
31-50-4300	OFFICE SUPPLIES		99.00				
31-50-4500	MISCELLANEOUS EXPENSE	200.00					
31-50-4502	CREDIT CARD/COLLECTION FEES	500.00					
31-50-4503	BAD DEBT EXPENSE						
31-50-4794	DEPRECIATION EXPENSE	10,000.00	699,280.78	10,000.00			(100.00)
31-50-4802	BOND PRINCIPAL - SERIES 2012A	15,000.00		20,000.00		20,000.00	
31-50-4803	BOND PRINCIPAL - SERIES 2012B	120,000.00		120,000.00		125,000.00	4.17
31-50-4804	BOND PRINCIPAL - SERIES 2015	325,000.00		325,000.00		330,000.00	1.54
31-50-4812	AMORTIZATION EXPENSE		(8,274.00)				
31-50-4813	INTEREST - SERIES 2012A	5,139.00	4,970.00	4,745.00	2,260.00	4,295.00	(9.48)
31-50-4814	INTEREST - SERIES 2012B	43,000.00	41,350.00	39,550.00	18,875.00	36,187.50	(8.50)
31-50-4815	INTEREST - SERIES 2015	119,213.00	116,775.00	113,525.00	55,137.50	105,325.00	(7.22)
Totals for dept 50 - ADMIN		638,552.00	855,700.78	643,920.00	84,402.03	631,907.50	(1.87)

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	2017-18 ACTIVITY	2018-19 AMENDED BUDGET	2018-19 ACTIVITY THRU 03/31/19	2019-20 REQUESTED BUDGET	2019-20 REQUESTED % CHANGE
APPROPRIATIONS							
Dept 70 - WATER							
31-70-4000	SALARIES	67,000.00	72,665.35	35,000.00	27,038.06	45,000.00	28.57
31-70-4010	SALARIES - OVERTIME	4,500.00	5,183.19	2,300.00	1,605.51	3,750.00	63.04
31-70-4100	SOCIAL SECURITY - EMPLOYER	4,500.00	4,708.58	2,300.00	1,656.38	3,022.50	31.41
31-70-4101	MEDICARE - EMPLOYER	1,250.00	1,101.16	600.00	387.46	706.88	17.81
31-70-4102	WORKERS COMPENSATION INSURANCE	2,000.00	751.33	2,000.00			(100.00)
31-70-4103	UNEMPLOYMENT COMPENSATION	1,000.00	1,395.72	450.00	379.51	696.00	54.67
31-70-4104	IMRF EMPLOYER	7,200.00	4,335.58	2,700.00	1,907.54	2,661.75	(1.42)
31-70-4105	LIFE INSURANCE - EMPLOYER	300.00	298.86	150.00	112.78	200.00	33.33
31-70-4106	HEALTH INSURANCE	37,000.00	30,114.87	12,000.00	10,909.43	22,500.00	87.50
31-70-4204	UTILITIES	28,000.00	33,350.93	28,000.00	24,055.16	28,000.00	
31-70-4205	TRAVEL REIMBURSEMENTS	450.00	77.83	250.00	77.96	250.00	
31-70-4207	TRAINING	450.00	758.24	450.00	99.00	450.00	
31-70-4208	POSTAGE	5,500.00	4,239.21	5,500.00	4,293.21	5,500.00	
31-70-4210	PRINTING	1,000.00	356.32	1,000.00	15.96	100.00	(90.00)
31-70-4214	OFFICE SYSTEM SUPPORT	2,000.00	707.25	3,000.00	181.77	3,000.00	
31-70-4240	PROFESSIONAL SERVICES						
31-70-4300	OFFICE SUPPLIES	250.00	165.94	200.00	114.94	200.00	
31-70-4301	MAINTENANCE SUPPLIES	20,000.00	10,229.79	20,000.00	4,443.31	20,000.00	
31-70-4302	OPERATING SUPPLIES	5,000.00	3,008.48	5,000.00	4,108.44	5,000.00	
31-70-4305	UTILITY SYSTEM CHEMICALS	13,000.00	2,675.54	13,000.00	4,190.94	10,000.00	(23.08)
31-70-4306	METER & MXU PURCHASES	15,000.00	12,226.38	15,000.00	3,680.00	15,000.00	
31-70-4310	IEPA REQUIRED TESTING	8,000.00	1,624.50	5,000.00	2,886.50	6,100.00	22.00
31-70-4410	EQUIPMENT	15,000.00	2,502.31	12,000.00	4,077.53	8,000.00	(33.33)
31-70-4500	MISCELLANEOUS	500.00	51.50	250.00	9,000.00	250.00	
31-70-4930	CAPITAL OUTLAY	17,500.00		44,000.00	4,205.00	5,000.00	(88.64)
Totals for dept 70 - WATER		256,400.00	192,528.86	210,150.00	109,426.39	185,387.13	(11.78)

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	2017-18 ACTIVITY	2018-19 AMENDED BUDGET	2018-19 ACTIVITY THRU 03/31/19	2019-20 REQUESTED BUDGET	2019-20 REQUESTED % CHANGE
APPROPRIATIONS							
Dept 75 - SEWER							
31-75-4000	SALARIES	54,000.00	58,932.99	16,500.00	12,245.55	45,000.00	172.73
31-75-4010	SALARIES - OVERTIME	3,000.00	3,199.48	500.00	131.18	3,750.00	650.00
31-75-4100	SOCIAL SECURITY - EMPLOYER	3,600.00	3,807.09	1,100.00	720.40	3,022.50	174.77
31-75-4101	MEDICARE - EMPLOYER	900.00	890.61	250.00	168.52	706.88	182.75
31-75-4102	WORKERS COMPENSATION INSURANCE	1,500.00	507.33	500.00			(100.00)
31-75-4103	UNEMPLOYMENT COMPENSATION	500.00	1,173.35	100.00	164.27	696.00	596.00
31-75-4104	IMRF EMPLOYER	5,900.00	5,063.11	1,250.00	813.56	2,661.75	112.94
31-75-4105	LIFE INSURANCE - EMPLOYER	250.00	243.14	75.00	50.32	200.00	166.67
31-75-4106	HEALTH INSURANCE	28,000.00	23,222.63	4,500.00	4,376.42	22,500.00	400.00
31-75-4201	CONTRACTED LABOR - OTHER						
31-75-4204	UTILITIES	140,000.00	152,159.53	140,000.00	127,466.21	140,000.00	
31-75-4205	TRAVEL REIMBURSEMENTS	250.00		150.00	77.95	150.00	
31-75-4207	TRAINING	500.00		250.00		250.00	
31-75-4208	POSTAGE	5,500.00	4,239.20	5,500.00	4,293.21	5,500.00	
31-75-4210	PRINTING	1,000.00	861.34	1,000.00	15.96	100.00	(90.00)
31-75-4214	OFFICE SYSTEM SUPPORT	500.00	1,846.29	3,500.00	676.78	3,500.00	
31-75-4232	ENGINEERING			5,000.00	422.75	5,000.00	
31-75-4236	WATER &SEWER CONTRACT LABOR	250,000.00	204,538.68	197,925.00	180,098.75	197,925.00	
31-75-4240	PROFESSIONAL SERVICES						
31-75-4300	OFFICE SUPPLIES	250.00	165.94	250.00	178.64	250.00	
31-75-4301	MAINTENANCE SUPPLIES	55,000.00	47,775.18	55,000.00	53,802.45	55,000.00	
31-75-4302	OPERATING SUPPLIES	25,000.00	20,500.64	22,000.00	11,969.36	22,000.00	
31-75-4303	GASOLINE AND OIL	7,500.00	215.73	4,500.00		4,500.00	
31-75-4305	UTILITY SYSTEM CHEMICALS	17,000.00	30,335.58	28,000.00	13,556.51	28,000.00	
31-75-4307	NPDS PERMIT	32,500.00	25,000.00	22,500.00	22,500.00	22,500.00	
31-75-4310	IEPA REQUIRED TESTING		9,944.79	15,000.00	770.50	15,000.00	
31-75-4311	LAND APPLICATION			10,000.00		10,000.00	
31-75-4312	GENERATOR MAINTENANCE		5,760.00	10,000.00	817.27	6,000.00	(40.00)
31-75-4411	EQUIPMENT	15,000.00	2,239.22	15,000.00	14,734.47	15,000.00	
31-75-4500	MISCELLANEOUS	1,500.00	180.00	500.00	18,430.00	500.00	
31-75-4930	CAPITAL OUTLAY	100,000.00	10,628.00	100,000.00	4,205.00	151,000.00	51.00
Totals for dept 75 - SEWER		749,150.00	613,429.85	660,850.00	472,686.03	760,712.13	15.11
TOTAL APPROPRIATIONS		1,644,102.00	1,661,659.49	1,514,920.00	666,514.45	1,578,006.76	4.16
NET OF REVENUES/APPROPRIATIONS - FUND 31		(151,752.00)	1,912.00	13,480.00	637,099.36	(0.01)	(100.00)
	BEGINNING FUND BALANCE	8,155,693.33	8,155,693.33	8,157,605.33	8,157,605.33	8,794,704.69	7.81
	ENDING FUND BALANCE	8,003,941.33	8,157,605.33	8,171,085.33	8,794,704.69	8,794,704.68	7.63

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	2017-18 ACTIVITY	2018-19 AMENDED BUDGET	2018-19 ACTIVITY THRU 03/31/19	2019-20 REQUESTED BUDGET	2019-20 REQUESTED % CHANGE
ESTIMATED REVENUES							
Dept 00							
32-00-3871	BOND PROCEEDS						
32-00-3872	BOND PREMIUMS						
32-00-3900	INTEREST		40.91		109.85		
32-00-5010	TRANSFERS IN - FROM GENERAL FUND	215,655.00	215,655.00	218,427.00	218,427.00	213,327.50	(2.33)
Totals for dept 00 -		215,655.00	215,695.91	218,427.00	218,536.85	213,327.50	(2.33)
TOTAL ESTIMATED REVENUES		215,655.00	215,695.91	218,427.00	218,536.85	213,327.50	(2.33)

Fund: 32 DEBT SERVICE FUND

Calculations as of 03/31/2019

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	2017-18 ACTIVITY	2018-19 AMENDED BUDGET	2018-19 ACTIVITY THRU 03/31/19	2019-20 REQUESTED BUDGET	2019-20 REQUESTED % CHANGE
APPROPRIATIONS							
Dept 50 - ADMIN							
32-50-4740	PAYMENT TO ESCROW AGENT						
32-50-4745	BOND ISSUANCE COSTS						
32-50-4801	DEBT PAYMENT - PRINCIPAL 2015B	165,000.00	165,000.00	170,000.00	170,000.00	170,000.00	
32-50-4811	INTEREST EXPENSE 2015B	50,655.00	50,655.00	48,427.00	48,427.50	43,327.50	(10.53)
Totals for dept 50 - ADMIN		215,655.00	215,655.00	218,427.00	218,427.50	213,327.50	(2.33)
TOTAL APPROPRIATIONS		215,655.00	215,655.00	218,427.00	218,427.50	213,327.50	(2.33)
NET OF REVENUES/APPROPRIATIONS - FUND 32			40.91		109.35		
	BEGINNING FUND BALANCE	27,260.67	27,260.67	27,301.58	27,301.58	27,410.93	0.40
	ENDING FUND BALANCE	27,260.67	27,301.58	27,301.58	27,410.93	27,410.93	0.40

Fund: 90 GOV FUNDS CAPITAL PROJECTS FUND

Calculations as of 03/31/2019

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	2017-18 ACTIVITY	2018-19 AMENDED BUDGET	2018-19 ACTIVITY THRU 03/31/19	2019-20 REQUESTED BUDGET	2019-20 REQUESTED % CHANGE
ESTIMATED REVENUES							
Dept 00							
90-00-3700	FEDERAL GRANT REVENUE						
90-00-3701	STATE GRANT REVENUE					40,000.00	
90-00-3702	LOCAL GRANT REVENUE						
90-00-3900	INTEREST		31.96		536.78		
90-00-5010	TRANSFERS IN - FROM GENERAL FUND	119,000.00	519,000.00	153,000.00	153,000.00	270,000.00	76.47
Totals for dept 00 -		119,000.00	519,031.96	153,000.00	153,536.78	310,000.00	102.61
TOTAL ESTIMATED REVENUES		119,000.00	519,031.96	153,000.00	153,536.78	310,000.00	102.61

Fund: 90 GOV FUNDS CAPITAL PROJECTS FUND

Calculations as of 03/31/2019

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	2017-18 ACTIVITY	2018-19 AMENDED BUDGET	2018-19 ACTIVITY THRU 03/31/19	2019-20 REQUESTED BUDGET	2019-20 REQUESTED % CHANGE
APPROPRIATIONS							
Dept 50 - ADMIN							
90-50-4412	CIP GENERAL ADMINISTRATION	12,000.00	2,229.95	20,000.00	349.60	40,000.00	100.00
90-50-4420	CIP ECONOMIC DEVELOPMENT	20,000.00		15,000.00		10,000.00	(33.33)
90-50-4430	CIP PUBLIC SAFETY EQUIPMENT						
90-50-4930	CIP GOVT EXPENSE						
Totals for dept 50 - ADMIN		32,000.00	2,229.95	35,000.00	349.60	50,000.00	42.86

Fund: 90 GOV FUNDS CAPITAL PROJECTS FUND

Calculations as of 03/31/2019

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	2017-18 ACTIVITY	2018-19 AMENDED BUDGET	2018-19 ACTIVITY THRU 03/31/19	2019-20 REQUESTED BUDGET	2019-20 REQUESTED % CHANGE
APPROPRIATIONS							
Dept 52 - PARKS							
90-52-4440	CIP PARKS EQUIPMENT	5,000.00	20,485.39			10,000.00	
90-52-4441	CIP PARKS MAINTENANCE			15,000.00			(100.00)
90-52-4442	CIP PARKS IMPROVEMENTS	7,000.00		30,000.00	10,000.00	100,000.00	233.33
90-52-4443	CIP PARKS LAND AQUISITION						
Totals for dept 52 - PARKS		12,000.00	20,485.39	45,000.00	10,000.00	110,000.00	144.44

Fund: 90 GOV FUNDS CAPITAL PROJECTS FUND

Calculations as of 03/31/2019

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	2017-18 ACTIVITY	2018-19 AMENDED BUDGET	2018-19 ACTIVITY THRU 03/31/19	2019-20 REQUESTED BUDGET	2019-20 REQUESTED % CHANGE
APPROPRIATIONS							
Dept 53 - STREETS							
90-53-4460	CIP STREETS ADMINISTRATION					168,000.00	
90-53-4461	CIP STREETS EQUIPMENT	25,000.00	59,752.37	68,000.00	50,908.79	87,000.00	27.94
90-53-4462	CIP STREETS MAINTENANCE	50,000.00	100,790.41		166,830.78		
90-53-4463	CIP STREETS STORM SEWER			5,000.00		58,000.00	1,060.00
Totals for dept 53 - STREETS		75,000.00	160,542.78	73,000.00	217,739.57	313,000.00	328.77
TOTAL APPROPRIATIONS		119,000.00	183,258.12	153,000.00	228,089.17	473,000.00	209.15
NET OF REVENUES/APPROPRIATIONS - FUND 90			335,773.84		(74,552.39)	(163,000.00)	
BEGINNING FUND BALANCE		113,812.68	113,812.68	449,586.52	449,586.52	375,034.13	(16.58)
ENDING FUND BALANCE		113,812.68	449,586.52	449,586.52	375,034.13	212,034.13	(52.84)
ESTIMATED REVENUES - ALL FUNDS		3,564,545.00	4,194,705.22	3,647,677.00	3,388,576.19	4,025,154.25	
APPROPRIATIONS - ALL FUNDS		3,867,799.00	3,955,508.52	3,827,604.00	2,955,035.07	4,360,364.79	
NET OF REVENUES/APPROPRIATIONS - ALL FUNDS		(303,254.00)	239,196.70	(179,927.00)	433,541.12	(335,210.54)	
BEGINNING FUND BALANCE - ALL FUNDS		10,835,245.78	10,835,245.78	11,074,442.48	11,074,442.48	11,507,983.60	3.91
ENDING FUND BALANCE - ALL FUNDS		10,531,991.78	11,074,442.48	10,894,515.48	11,507,983.60	11,172,773.06	2.55

McMAHON
ENGINEERS ARCHITECTS

To: **The Finance & Public Works Committee**
The Village President and Board of Trustees

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

Re: **2019 Pavement Maintenance**
Proposed Memorandum of Understanding between the Village of Poplar Grove and Poplar Grove Township

Date: **April 3, 2019**

DPW Hilden received notice from Poplar Grove Township that the Township intends to sealcoat Beaverton Road, and you may or may not be aware that the Village has jurisdiction over certain sections of Beaverton Road. After review, Staff believes that it is in the Village's best interest to partner with the Township to sealcoat the portions of Beaverton Road that are under the Village's jurisdiction. As you are aware, the Village will be sealcoating Orth Road this summer, and of course there is a small portion of Orth Road that is under the jurisdiction of the Township.

We have developed a very simple Memorandum of Understanding (MOU) to memorialize the work that the Village is completing on the Township's portion of Orth Road, and the work that the Township is completing on the Village's portion of Beaverton Road. A copy of the MOU is attached to this memorandum, as is a resolution authorizing the Village President to execute the MOU.

MFT funds will be used for this expense, and adequate funds have been budgeted and are available. The following is a summary of MFT related costs (using round numbers):

	Village Cost	Township Cost
19-00000-00-GM (Paving Contract):	$180,000	$300
19-00000-01-GM (Sealcoating)	$24,000	$5,700
Township Sealcoating Contract	$10,500	Unknown
Engineering/Material Testing	$22,000	Unknown
Total Cost (credit) to the Village:	$236,500	($6,000)

Total Net Cost to the Village: $236,500-$6,000 = $230.500
Budget: $260,000

We expect to be approximately $30,000 under budget after adding the work on Beaverton. Staff recommends approval of the attached resolution and MOU.

Please do not hesitate to contact me at (815) 636-9590 with any questions. Thank you.

McMAHON ASSOCIATES, INC. | 1700 HUTCHINS ROAD MACHESNEY PARK, ILLINOIS 61115
PH 815.636.9590 FAX 815.636.9591 MCMAHON@MCMGRP.NET WWW.MCMGRP.COM

Project Solutions

Resolution 19-____

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH POPLAR GROVE TOWNSHIP FOR MAINTENANCE TO ORTH AND BEAVERTON ROADS

WHEREAS, the Village of Poplar Grove desires to place a seal coat surface treatment on Orth Road; and,

WHEREAS, a portion of Orth Road is under the jurisdiction of Poplar Grove Township; and,

WHEREAS, Poplar Grove Township desires to place a seal coat surface treatment on Beaverton Road, and,

WHEREAS, a portion of Beaverton Road is under the jurisdiction of the Village of Poplar Grove; and,

WHEREAS, the Village of Poplar Grove and Poplar Grove Township desire to enter into a Memorandum of Understanding to memorialize the responsibilities and costs of each party for the seal coat work, a copy of which is attached hereto as **Exhibit A** and incorporated herein.

NOW THEREFORE BE IT RESOLVED, by the President and Board of Trustees of the Village of Poplar Grove, Boone County, Illinois, that:

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

2. The Memorandum of Understanding attached hereto as **Exhibit A** is hereby approved.

3. The Village President is hereby authorized to execute the attached "Memorandum of Understanding Between the Village of Poplar Grove and Poplar Grove Township for Orth Road and Beaverton Road Improvements" and the Village Clerk to attest the same.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2019

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2019

_____
VILLAGE PRESIDENT

ATTEST:

_____

VILLAGE CLERK

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2019

_____
VILLAGE PRESIDENT

ATTEST:

_____

VILLAGE CLERK

Memorandum of Understanding
Between the Village of Poplar Grove and Poplar Grove Township
For Orth Road and Beaverton Road Improvements

THIS MEMORANDUM OF UNDERSTANDING is entered into this ___ day of _____, 2019, by and between the Village of Poplar Grove, an Illinois municipal corporation ("Village") and Poplar Grove Township, an Illinois unit of local government ("Township"). The Village and Township are at times collectively referred to herein as the "Parties".

1. Purpose and Intent:

The purpose of this Memorandum of Understanding ("MOU") is to establish a mutually acceptable framework between the Parties regarding the maintenance of Orth Road (between Poplar Grove Road and IL Route 76) and Beaverton Road. The Village and Township both intend to maintain their respective portions of Orth Road (between Poplar Grove Road and IL 76) and Beaverton Road. Maintenance of Orth Road and Beaverton Road is to generally consist of the placement of Hot Mix Asphalt to patch potholes and other pavement issues on an as needed basis followed by a sealcoat treatment. It is in the interest of Village and Township to cooperate in the construction of these maintenance improvements to minimize the cost of the improvements to the Village and Township and to minimize impact and inconvenience to the public.

2. The Parties hereto Agree and Understand as Follows:

In an effort to expedite the above maintenance improvements, the following mutual agreements and understandings are hereby made:

A. The Village will provide design and construction engineering for the Orth Road Improvements. Engineering shall be completed in accordance with generally accepted engineering practices and principals, and shall be in accordance with Motor Fuel Tax (MFT) guidelines and procedures.
B. The Township will provide design and construction engineering for the Beaverton Road Improvements. Engineering shall be completed in accordance with generally accepted engineering practices and principals, and shall be in accordance with Motor Fuel Tax (MFT) guidelines and procedures.
C. The Village will obtain IDOT approval for bidding and construction of the Orth Road Improvements. The Village will act as the lead agency for the Orth Road Improvements, and will bid and award the contract in accordance with MFT guidelines and applicable Village Ordinances.
D. The Township will obtain IDOT approval for bidding and construction of the Beaverton Road Improvements. The Township will act as the lead agency for the Beaverton Road Improvements, and will bid and award the contract in accordance with MFT guidelines and applicable Township Ordinances.
E. The Village and Township shall cooperate with one another through the bidding and construction process. The Village and Township shall provide each other with periodic progress updates, and will notify each other, a minimum of 48 hours, ahead of the commencement of construction activities.
F. The Township has jurisdiction over approximately 1,500 lineal feet of Orth Road as shown on **Exhibit A**, attached hereto and incorporated herein, and the Opinion of Probable Cost (OPC) for the Township's portion of Orth Road is $6,000. The final construction cost for the Township's portion of Orth Road shall be calculated by:
    i. Multiplying the number of square yards of base preparation completed on the Township's portion of Orth Road by the contract unit price for base preparation; plus
    ii. Multiplying the number of gallons, tons or pounds of bituminous materials used on the Township's portion of Orth Road by the contract unit price for bituminous materials; plus

iii. Multiplying the number of tons of sealcoat aggregate used on the Township's portion of Orth Road by the contract unit price for seal coat materials.

G. The Village has jurisdiction over approximately 2,775 lineal feet of Beaverton Road as shown on **Exhibit B**, attached hereto and incorporated herein, and the Opinion of Probable Cost (OPC) for the Village's portion of Beaverton Road is $10,500. The final construction cost for the Village's portion of Beaverton Road shall be calculated by:
   i. Multiplying the number of square yards of base preparation completed on the Village's portion of Beaverton Road by the contract unit price for base preparation; plus
   ii. Multiplying the number of gallons, tons or pounds of bituminous materials used on the Village's portion of Beaverton Road by the contract unit price for bituminous materials; plus
   iii. Multiplying the number of tons of sealcoat aggregate used on the Township's portion of Beaverton Road by the contract unit price for seal coat materials.

H. Upon completion of construction, the Village and Township shall approve final construction quantities and costs for each party.

I. Once final quantities/costs are agreed to, the Village and Township shall (1) prepare pay estimates and project closeout documents in accordance with MFT procedures; and (2) prepare and send invoices for each party's respective construction cost.

J. The Village and Township shall remit payment to each other within 45 days of receipt of said invoice.

K. The Village and Township agree that the cost of engineering services necessary to complete the work outlined above is equal, and further agree that the cost of engineering services will not be included in the invoices outlined in Paragraph 2(I) above. Each party shall pay their own costs of engineering.

3. Indemnification:

The Village agrees to defend, indemnify and hold harmless the Township, its officials, officers, counsel, employees, representatives, agents, and contractors from and against any damages, fines, or civil liabilities imposed or claimed against the Township by a third party arising from the intentional or willful misconduct, or omissions of conduct, negligence or breach of this MOU by the Village, or its contractors or agents, regarding any matter contemplated by this MOU.

The Township agrees to defend, indemnify and hold harmless the Village, its officials, officers, counsel, employees, representatives, agents, and contractors from and against any damages, fines, or civil liabilities imposed or claimed against the Village by a third party arising from the intentional or willful misconduct, or omissions of conduct, negligence or breach of this MOU by the Township, or its contractors or agents, regarding any matter contemplated by this MOU.

4. Insurance:

In the performance of construction obligations contemplated herein, both the Village and Township agree to obtain and maintain commercially reasonable level of liability insurance and shall name each other as additional insured on their respective policies. Upon request, each Party will provide the other with proof of such insurance.

5. Entire Agreement and Amendments:

This MOU constitutes the entire agreement between the Parties hereto and supersedes any and all other agreements including any prior agreements, either written or oral, between the parties with respects to the subject matter of this MOU. This MOU may not be modified or amended, except in writing, executed by both parties.

6. **Notices:**
All notices required or permitted to be given or delivered hereunder shall be given in writing, by certified mail return receipt requested, postage prepaid, and when so mailed shall be deemed to have been given on the date deposited in the United States mail, addressed to the party to be notified at the address listed below, or, in the case where the party to which such notice is directed has previously notified the party giving such notice of a change in mailing address, to such changed address:

If to Village: Village of Poplar Grove
Attn: Owen Costanza
200 Hill Street
Poplar Grove, IL 61065

If to Township: _____
_____
_____
_____

7. **Illinois Law; Severability.**

This MOU shall be subject to and construed by the laws of the State of Illinois. If any portion of this MOU is determined to be unenforceable, such determination shall not affect the enforceability of the remainder of this MOU which shall remain in full force and effect.

8. **Assignment.**

This MOU shall inure to the benefit or and be binding on the parties and their respective successors and assigns. Any assignment of this MOU shall not become effective until both parties have authorized the assignment in writing.

9. **Counterparts.**

This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

10. **Authority.**

Each Party warrants and represents that it has the authority to enter into this MOU.

IN WITNESS WHEREOF, the parties have signed this MOU as of the date first referenced above.

Approved:

_____
Village of Poplar Grove
Owen Costanza, Village President

Attest:_____

_____
Date

Approved:

_____
Poplar Grove Township
Wayne Wares, Township Highway Commissioner

Attest:_____

_____
Date

VILLAGE OF POPLAR GROVE

POPLAR GROVE TOWNSHIP

N

EXHIBIT A
M.O.U. ORTH & BEAVERTON
POPLAR GROVE, ILLINOIS

SCALE
NONE

PROJECT NO.
P0013-7-17-0011

DATE
APRIL 3, 2019

McMAHON
ENGINEERS ARCHITECTS
1700 HUTCHINS ROAD, MACHESNEY PARK, IL 61115
Tel: (815) 636-9590 Fax: (815) 636-9591
www.mcmgrp.com

EXHIBIT B
M.O.U. ORTH & BEAVERTON
POPLAR GROVE, ILLINOIS

SCALE: NONE

PROJECT NO: P0013-7-17-0013

DATE: APRIL 3, 2019

McMAHON
ENGINEERS ARCHITECTS
1700 HUTCHINS ROAD, MACHESNEY PARK, IL 61115
Tel: (815) 636-9590 Fax: (815) 636-9591
www.mcmgrp.com

McMAHON
ENGINEERS ARCHITECTS

To: **The Finance & Public Works Committee**
The Village President and Board of Trustees

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

Re: **Water Main Easement Agreement – North IL 173**
Summit Street to Poplar Grove Road

Date: **April 3, 2019**

The existing water main at the northwest corner of IL 173/State had failed numerous times, and has since been taken out of service. The main itself is located within the IL 173 right of way beneath the northerly curb line, and the main is in very poor condition and simply needs to be replaced. Of course, the result of this main being out of service is that there are number of homes (mostly located on the east side of State Street south of IL 173) that are being fed in one direction.

As reported in the past, there are numerous utilities in the northerly right of way (ROW) of IL 173 and it would be very difficult and expensive for a contractor to work around these utilities to install a new water main. Further, if the main is located within the State ROW the State can force the Village to relocate the main at Village cost. Staff is of the opinion that the Village should obtain a dedicated water main easement immediately north of the IL 173 ROW, and staff has been working with the property owner to obtain the easement since January of this year. Staff is pleased to report that an easement agreement has been reached in principal.

Attached to this memo are:

1. A resolution authorizing the Village President to execute the easement agreement.
2. A draft copy of the easement agreement. Essentially the property owner is dedicating the easement to the Village, and the Village agrees to credit the property owner the cost of a single residential water connection at the time of development of the property.
3. A copy of the plat of the water main easement.

Staff has forwarded the easement agreement and plat of the easement to the property owner for their review. If the property owner is in agreement with the provisions of the agreement in time for the April Board Meeting the resolution authorizing the Village President will be placed on the April Board agenda. Otherwise, the agreement will be placed on the May Board agenda.

Please do not hesitate to contact me at (815) 636-9590 with any questions. Thank you.

Resolution 19-____

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE TO ENTER INTO AN EASEMENT AGREEMENT FOR A WATER MAIN EASEMENT ALONG THE NORTH SIDE OF IL 173 BETWEEN SUMMIT STREET AND POPLAR GROVE ROAD

WHEREAS, the 12" transmission main located between Summit Street and Poplar Grove Road has failed numerous times and requires replacement; and

WHEREAS, the existing main is located within the IL 173 right of way; and

WHEREAS, there are numerous utilities within the IL 173 right of way which will make it difficult and expensive to replace the main within the right of way; and

WHEREAS, it is in the best interest of the Village of Poplar Grove ("Village") to obtain a water main easement outside of the IL 173 right of way; and

WHEREAS, the Owners of the property commonly known as 331 North State Street (PIN 03-13-400-005) have agreed to grant a water main easement under the terms and conditions of Permanent Water Main Easement Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the Village has determined it is in the best interest of the Village and its citizens to enter into the Permanent Water Main Easement Agreement.

NOW THEREFORE BE IT RESOLVED, by the President and Board of Trustees of the Village of Poplar Grove, Boone County, Illinois, that:

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

2. The Village President is hereby authorized to execute the attached "Permanent Water Main Easement".

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

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2019

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2019

_____
VILLAGE PRESIDENT

ATTEST:

_____

VILLAGE CLERK

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2019

_____
VILLAGE PRESIDENT

ATTEST:

_____

VILLAGE CLERK

PERMANENT
WATER
MAIN EASEMENT

THIS PERMANENT WATER MAIN EASEMENT GRANT is made this _____ day of _____, 2019, between _____, (hereinafter referred to as "Grantor"), and the VILLAGE OF POPLAR GROVE, an Illinois municipal corporation (hereinafter referred to as "Grantee").

A. Grantor is the owner of a tract of land commonly known as 331 North State Street, Poplar Grove, Illinois 61065 and with PIN No. 03-13-400-005 (hereafter referred to as "Property");

B. Grantor wishes to grant and Grantee wishes to receive a permanent easement interest in that part of the Property as legally described in Exhibit "A", attached hereto and incorporated herein and depicted on the drawing attached hereto as Exhibit "B" and incorporated herein (hereafter referred to as "Easement Area").

NOW THEREFORE, in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, covenants, and restrictions are made:

1. The above recitals are incorporated into this easement and made a part hereof.

2. GRANT OF EASEMENT. Grantor hereby grants and conveys to Grantee, its legal representatives, successors and assigns, the perpetual and assignable right and permanent easement in, to, under and through the Easement Area for the purpose of, but not limited to, the perpetual right, power, privilege and easement to enter thereon, locate, install, construct, operate, maintain, alter, repair, replace, inspect and/or patrol a water main of and for said Grantee, and such other water main facilities and appurtenances associated therewith as may be necessary or convenient for such operation, together with the right to clear, cut, fell, remove and dispose of any and all timber, trees, underbrush, buildings, improvements, and/or other obstructions located within the Easement Area. No structures or improvements of any kind shall be constructed or maintained on the Easement Area except as may be approved in writing by the Grantee. Grantor further grants a permanent easement of egress and ingress over, through and upon the Property to Grantee for access to the Easement Area.

That for the period when said water main is being constructed, Grantee is also granted a temporary construction easement whereby the Grantee is authorized to use only so much of the Property owned by said Grantor as is reasonably necessary for the purpose of constructing said water main, consistent with sound and economical engineering and construction practices and customs, for the moving, installation and use of machinery and equipment and excavation and laying of water mains and appurtenances, and backfilling and replacing the soil and material necessarily removed from such excavation. Grantee will indemnify and save harmless the Grantor from any injury to persons or loss or damage to personal or real property which said Grantor may suffer, incur or sustain arising proximately from the actions of Grantee or its agents during the performance of work under this grant. Such indemnity and hold harmless is intended to apply only to damages or injuries suffered by Grantor from actions by Grantee or its agent as well as Grantor's liability for actions brought by third parties for damages or injuries arising from actions by Grantee or its agents, and shall not apply to damages or injuries to third parties arising from Grantor's actions or failures to act.

Grantee shall, after the completion of the construction of the water main contemplated herein, restore the surface of the ground disturbed by Grantee to a reasonably similar condition as previously existed. Thereafter, Grantee will use only so much of the Grantor's Property as is necessary for the purposes of inspection service, maintenance, repair and replacement of the water main, and appurtenances thereto, and except as herein expressly granted, the Grantor shall retain all right to the use and occupation of the Property, and such use and occupation shall not be interfered with unnecessarily by any work performed under this grant.

3. RUNNING OF BENEFITS AND BURDENS. All provisions of this instrument, including the benefits and burdens, run with the land and are binding of and inure to the heirs, assigns, successors, tenants, and personal representative of the parties hereto.

4. WARRANTIES OF TITLE. Grantor warrants that he has good and indefeasible fee simple title to the Easement Area, subject to existing easements for public roads, highways and public utilities.

5. WATER CONNECTION. As further consideration for the Easement granted herein, Grantee agrees to provide Grantor with a credit in the amount of $5,000.00 which is the equivalent of the costs of one (1) residential water connection fee. Such $5,000.00 credit shall be applied to any water connection fee assessed to the Grantor as a part of developing any portion of the Property.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____ 2019.

GRANTOR:

_____

By:_____

Its:_____

STATE OF ILLINOIS)
) SS
COUNTY OF BOONE)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY, that, _____ who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as having executed same, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as her free and voluntary act for the purpose therein set forth.

Given under my Hand and Notarial Seal this _____ day of _____, 2019

_____
Notary Public

GRANTEE:

The Village of Poplar Grove, an Illinois
Municipal Corporation

By: _____
Owen Costanza, Village President

ATTEST:

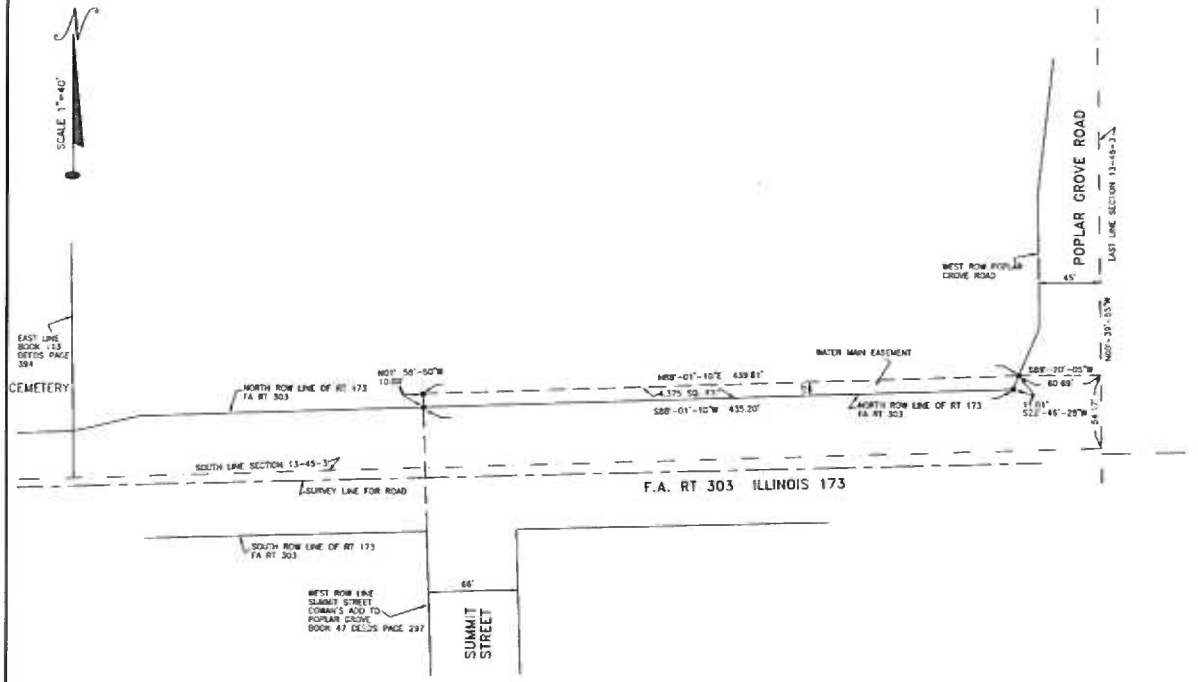
By: _____
Karri Anderberg, Village Clerk

Prepared By and Return To:
Attorney Aaron N. Szeto
Sosnowski Szeto, LLP
6735 Vistagreen Way, Suite 300
Rockford, IL 61107

EXHIBIT A- LEGAL DESCRIPTION OF EASEMENT AREA

PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE THIRD PRINICPAL MEDIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS TO-WIT: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE NORTH 00°-39'-55" WEST, ALONG THE EAST LINE OF SAID SECTION, 54.17 FEET; THENCE SOUTH 89°-20'-05" WEST, AT RIGHT ANGLES FROM THE PRECEDING COURSE, 60.69 FEET TO THE WEST RIGHT OF WAY LINE OF POPLAR GROVE ROAD AND THE POINT OF BEGINNING FOR THE FOLLOWING DESCRIBED EASEMENT; THENCE SOUTH 22°-46'-28" WEST, ALONG SAID WEST RIGHT OF WAY LINE, 11.01 FEET TO THE NORTH RIGHT OF WAY LINE OF ILLINOIS ROUTE 173; THENCE SOUTH 88°-01'-10" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, 435.20 FEET TO THE NORTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF SUMMIT STREET AS DESIGNATED UPON COWAN'S ADDITION TO POPLAR GROVE, THE PLAT OF WHICH SUBDIVISION BEGIN RECORDED IN BOOK 47 OF DEEDS ON PAGE 297 IN THE RECORDER'S OFFICE OF BOONE COUNTY, ILLINOIS; THENCE NORTH 01°-58'-50" WEST, AT RIGHT ANGLES FROM THE PRECEDING COUSE, 10.00 FEET; THENCE NORTH 88°-01'-10" EAST, PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF SAID ILLINOIS ROUTE 173, A DISTANCE OF 439.81 FEET TO THE POINT OF BEGINNING. SITUATED IN BOONE COUNTY, ILLINOIS. CONTAINING 4,375 SQUARE FEET.

EXHIBIT B- DRAWING OF EASEMENT AREA



LEGAL DESCRIPTION

FOR WATERMAIN EASEMENT

Part of the Southeast Quarter of Section 13, Township 45 North, Range 3 East of the Third Principal Meridian, bounded and described as follows to-wit: Commencing at the Southeast corner of the Southeast Quarter of said Section; thence North 02° 39'-55" West, along the East line of said Section, 341.7 feet; thence South 89°-20'-05" West, at right angles from the preceding course, 60.69 feet to the West Right of Way line of Poplar Grove Road and the point of beginning for the following described Easement; thence South 22°-46'-28" West, along said West Right of Way line, 18.01 feet to the North Right of Way line of Illinois Route 173; thence South 89°-01'-10" West, along said North Right of Way line, 435.20 feet to the Northerly extension of the West Right of Way line of Summit Street as designated upon Coman's Addition to Poplar Grove, the Plat of which Subdivision being recorded as Book 47 of Deeds on page 297 in the Recorder's Office of Boone County, Illinois; thence North 01°-58'-50" West, at right angles from the preceding course, 10.00 feet; thence North 89°-01'-10" East, parallel with the North Right of Way line of said Illinois Route 173, a distance of 439.81 feet to the point of beginning. Situated in Boone County, Illinois. Containing 4,375 square feet.

I HEREBY CERTIFY that I have surveyed the above described property to locate the boundaries and corners thereof and that I found them as shown upon the adjacent Plat of Survey which is a true and correct representations of the Survey. Survey monuments were found or set at points as indicated thereon. Dimensions are given in feet and decimals of a foot unless otherwise specified.

Dated this 28th day of February, 2019. Rockford, Illinois.

Order No. 4420

JOHN P. MALMBERG 2774 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS

Expires 11-30-20

HERITAGE ENGINEERING, LTD.
P.O. Box 3765
Rockford, IL 61125

John P. Malmberg, I.P.L.S.

STATE OF ILLINOIS } SS
COUNTY OF BOONE }

Know all men by these presents that I/We, the undersigned are the sole owner/owners of the lands embraced within the annexed plat and have caused the same to be surveyed and subdivided, according to said Plat, into numbered lots for the convenience in selling, streets for the use of the public and perpetual easements for public utilities services as indicated along certain lines by dashed lines labeled "Utility Easements."

Witness my/our hand(s) and seal(s) this _____ day of _____ A.D. _____

By: _____
Owner:

STATE OF ILLINOIS } SS
COUNTY OF BOONE }

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____

personally known to me to be the same person/persons whose name/names is/are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/they signed and delivered the said instrument as his/their free and voluntary act, for the uses and purposes therein set forth.

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

_____
Notary Public

STATE OF ILLINOIS }
COUNTY OF BOONE } SS

Filed for record this _____ day of _____, A.D., 2019 at _____ o' clock _____ M.

Recorded in Book _____ of Plats on page _____ and examined.

Document No. _____

_____
County Recorder

PLAT OF WATER MAIN EASEMENT IN SECTION 13, TOWNSHIP 45 NORTH RANGE 3 EAST OF 3RD P.M. BOONE COUNTY, ILLINOIS

HERITAGE ENGINEERING, LTD.

02-28-19	1" = 40'	JPM/JNS	JPM
4420		1 of 1	4420BM-EASE

McMAHON
ENGINEERS ARCHITECTS

To: **The Finance & Public Works Committee**
The Village President and Board of Trustees

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

Re: **IL 173 Transmission Main Replacement– North IL 173**
Summit Street to Poplar Grove Road

Date: **April 3, 2019**

The existing water main at the northwest corner of IL 173/State had failed numerous times, and has since been taken out of service. The main itself is located within the IL 173 right of way beneath the northerly curb line, and the main is in very poor condition and simply needs to be replaced. Of course, the result of this main being out of service is that there are number of homes (mostly located on the east side of State Street south of IL 173) that are being fed in one direction.

The Village has budgeted to replace the main in FY 19/20. Permits from IEPA are necessary to replace the main, and permits from IDOT will also be necessary as a portion of the work will occur within the IL 173 right of way. IEPA review time is typically 45-60 days, and IDOT review time is typically 30 days. Obviously, the review time adds a couple of months to the overall project schedule. Assuming approval of the engineering agreement at the April 20th Board Meeting, we would anticipate that plans and permit documents will be sent to IEPA by May 30th. We would bid the project concurrently with the review process, and would anticipate awarding a construction contract at the July 17th Board Meeting. Construction would then begin around August 1st and conclude around September 15th.

We anticipate that the design, bid, and construction engineering process for these projects will take approximately 189 man hours to complete. The following table breaks down the engineering costs:

Project	*Total Estimated Construction Cost ($)*	*Design & Bid Engineering ($)*	*Estimated Construction Engineering ($)*	*Engineering as % Construction Cost*
IL 173 Water Main	165,000	12,896	10,026	13.89

Generally, engineering costs are between 12%-25% of project costs, depending on the size and scope of the project. Lower cost projects tend to have higher engineering costs on a percentage basis because there are a certain number of activities that every project requires, and those activities tend to take a higher percentage of the project's budget on lower value projects. Attached to this memo are a resolution authorizing the Village President to execute the engineering agreement for the water main replacement, and a copy of the engineering agreement itself.

Please do not hesitate to contact me at (815) 636-9590 with any questions. Thank you.

RESOLUTION 19-____

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE RESOLVING TO PROCURE ENGINEERING SERVICES FOR THE REPLACEMENT OF THE IL 173 TRANSMISSION WATER MAIN

WHEREAS, the 12" transmission main located between Summit Street and Poplar Grove Road has failed numerous times and requires replacement; and

WHEREAS, the Village desires to replace the transmission main; 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, it is necessary to provide plans, contract documents and specifications to undergo the public bidding and permitting processes necessary to replace the transmission main; and

WHEREAS, the Village desires to engage the services of McMahon Associates, Inc. to prepare the above referenced documents.

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 engineering agreement hereto as Exhibit A and made part of this resolution.
3. The Village President is hereby authorized to sign the engineering agreement for the IL 173 Transmission Main Replacement.

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

Adopted this ___ day of _____, 2019.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2019

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2019

_____

VILLAGE PRESIDENT

ATTEST:

_____

VILLAGE CLERK

McMAHON
ENGINEERS ARCHITECTS

AGREEMENT
For Professional Services

Village of Poplar Grove
200 North Hill Street
Poplar Grove, IL 61065

Date: April 2, 2019

McM. Project No. M0032-7-19-00001

PROJECT DESCRIPTION: Replacement of the IL 173 12" Transmission Water Main between Summit Street and Poplar Grove Road. The new main will be located within a new easement secured by the Village of Poplar Grove. The new main will cross IL 173 to connect into the existing main at Summit Street, and therefore permits from the Illinois Department of Transportation will be necessary for the project.

SCOPE OF SERVICES:

Design: Topographical survey of project limits between Summit Street and Poplar Grove Road. Prepare plans, specifications and opinion of probable cost for improvements. Coordinate with J.U.L.I.E. members for project impacts to the respective utilities. Prepare and provide plans and specifications for contractor use for bid and construction phase. Prepare IEPA and IDOT permit applications w/ plans for permitting from both agencies.
Bid: Provide bid engineering services to include answering contractor questions, conduct pre-bid meeting, prepare written recommendation to the Village Board for contract award, prepare contracts for Village and Contractor signature.
Construction: Provide construction engineering services including a pre-construction meeting, provide construction staking and construction observation on an as-needed basis. Review and recommend approval of contractor pay requests, shop drawings (when required). Create record drawings in Civil 3D and PDF format.

SPECIAL TERMS (Refer Also To General Terms & Conditions - Reverse Side)
Services and Compensation sections contained in this agreement, as well as any memorandum, letters, and other written and verbal correspondence and dialog pertaining to this agreement are considered confidential and proprietary, and shall not be released or otherwise made available to any 3rd party without the express written consent of McMAHON. Village of Poplar Grove is responsible for Payment of IDOT/IEPA permit fees.

COMPENSATION (Does Not Include Permit Or Approval Fees)

☐ Rates Per Attached Fee Schedule
☐ Lump Sum: $
☒ Other: Design Phase = $10,666, Lump Sum Basis, Bid Engineering = $2,230, Lump Sum Basis, Construction Engineering estimated at $10, 026.00 time and expense basis. This estimate is for planning purposes only, actual construction engineering cost may vary from estimate.

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

COMPLETION SCHEDULE: Plans to be complete by 5/31/19. Remainder of project schedule is dependent upon IEPA and IDOT permit schedules; however, it is assumed that construction will commence on or about August 1st and be to the point of final completion on or about September 15, 2019.

ACCEPTANCE:
The General Terms & Conditions Outlined On The Back Of This Page And The Scope Of Services Defined In The Above Agreement Are Accepted, and McMAHON Is Hereby Authorized To Proceed With The Services.

☐ This Agreement Confirms Our Written Proposal, Dated:
☐ This Agreement Confirms Our Verbal Estimated On: N/A

OWNER: ***Village of Poplar Grove***

By:

Owen Costanza
Title: Village President
Date: April 21, 2019

McMAHON.
Machesney Park, Illinois
By:

Christopher D. Dopkins, P.E.
Title: Senior Project Engineer
Date: April 21, 2019

Please Return One Copy For Our Records
1700 Hutchins Road / Machesney Park, IL 61115
(815)636-9590 / (815)636-9591 - FAX

Revised: February 27, 2017

McMAHON ENGINEERS ARCHITECTS McMAHON ASSOCIATES, INC. GENERAL TERMS & CONDITIONS

1. McMAHON ASSOCIATES, INC. (hereinafter referred to as 'McMAHON') will bill the Owner monthly with net payment due in 30-days. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, McMAHON may, after giving 48-hours notice, suspend service under any Agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. These expenses include service charges on past due invoices, collection agency fees and attorney fees incurred by McMAHON to collect all monies due McMAHON. McMAHON and Owner hereby acknowledge that McMAHON has and may exercise lien rights on subject property.

2. The stated fees and Scope Of Services constitute our best estimate of the fees and tasks required to perform the services as defined. This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. McMAHON will promptly inform the Owner in writing of such situations so changes in this Agreement can be negotiated, as required.

3. The stipulated fee is firm for acceptance by the Owner for 60-days from date of Agreement publication.

4. Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Owner's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.

5. Reimbursable expenses incurred by McMAHON in the interest of the project including, but not limited to, equipment rental will be billed to the Owner at cost plus 10% and sub-consultants at cost plus 12%. When McMAHON, subsequent to execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Owner has been notified and agrees to these costs.

6. McMAHON will maintain insurance coverage in the following amounts:

Worker's Compensation	Statutory
General Liability	
Bodily Injury - Per Incident / Annual Aggregate	$1,000,000 / $2,000,000
Automobile Liability	
Bodily Injury	$1,000,000
Property Damage	$1,000,000
Professional Liability Coverage	$2,000,000

   If the Owner requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Owner. McMAHON's liability to Owner for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract is limited to $1,000,000.

7. The Owner agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Owner's purpose. All unresolved claims, disputes and other matters in question between the Owner and McMAHON shall be submitted to mediation, if an agreement cannot be reached by Owner and McMAHON.

8. Termination of this Agreement by the Owner or McMAHON shall be effective upon 7-days written notice to the other party. The written notice shall include the reasons and details for termination; payment is due as stated in paragraph 1. If the Owner defaults in any of the Agreements entered into between McMAHON and the Owner, or if the Owner fails to carry out any of the duties contained in these terms and conditions, McMAHON may, upon 7-days written notice, suspend its services without further obligation or liability to the Owner unless, within such 7-day period, the Owner remedies such violation to the reasonable satisfaction of McMAHON.

9. Re-use of any documents or AutoCAD representations pertaining to this project by the Owner for extensions of this project or on any other project shall be at the Owner's risk and the Owner agrees to defend, indemnify and hold harmless McMAHON from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the documents or AutoCAD representations by the Owner or by others acting through the Owner.

10. Purchase Orders - In the event the Owner issues a purchase order or other instrument related to the Engineer's services, it is understood and agreed that such document is for Owner's internal accounting purposes only and shall in no way modify, add to or delete any of the terms and conditions of this Agreement. If the Owner does issue a purchase order, or other similar instrument, it is understood and agreed that the Engineer shall indicate the purchase order number on the invoice(s) sent to the Owner.

11. McMAHON will provide all services in accordance with generally accepted professional practices. McMAHON will not provide or offer to provide services inconsistent with or contrary to such practices nor make any other warranty or guarantee, expressed or implied, nor to have any Agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, McMAHON will not accept those terms and conditions offered by the Owner in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

12. McMAHON intends to serve as the Owner's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, approvals and other decisions made by McMAHON for the Owner are rendered on the basis of experience and qualifications, and represent our professional judgment.

13. This Agreement shall not be construed as giving McMAHON the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by Contractors or Subcontractors, or the safety precautions and programs incident to the work of the Contractors or Subcontractors.

14. The Owner shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use by the Owner. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Owner. McMAHON shall have no responsibility for such issues or resulting damages.

ORDINANCE NO. 2019-08

AN ORDINANCE OF THE VILLAGE OF POPLAR GROVE AUTHORIZING THE VILLAGE TO ENTER INTO MASTER EQUIPMENT LEASE/PURCHASE AGREEMENTS FOR PURCHASE OF PICK-UP TRUCK AND STREET SWEEPER

WHEREAS, the Village of Poplar Grove, Illinois ("Village") operates a Public Works Department; and

WHEREAS, the Village is in need of pick-up truck and street sweeper for the use by the Public Works Department; and

WHEREAS, the Village desires to enter into Master Equipment Lease/Purchase Agreements for the purchase of the pick-up truck and street sweeper, copies of which agreements are attached hereto as Exhibit A and incorporated herein (the "Agreements"); and

WHEREAS, the Village has determined that it is in the best interests of the Village and its citizens to purchase the pick-up truck and street sweeper and enter into the Agreements.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Poplar Grove, Boone County, Illinois, as follows:

1. The foregoing recitals are incorporated herein by reference.
2. The Village hereby authorizes the purchase of pick-up truck and street sweeper and pursuant to 65 ILCS 5/11-76.1-1, the Village President and Board of Trustees of the Village of Poplar Grove hereby approves and authorizes the Village to enter into the Agreements.
3. Further, the Village President is hereby authorized to execute any documents necessary to effectuate the purchase of the pick-up truck and street sweeper 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. The Village Clerk is hereby directed to publish a copy of this Ordinance at least twice within 30 days after its passage in one or more newspapers published in the Village.
6. This Ordinance shall be in full force and effect after its approval, passage and publication in pamphlet form as required by law.

Passed and adopted by a vote of at least 2/3 of the corporate authorities of the Village of Poplar Grove this _____ day of _____, 2019.

AYES:

NAYS:

ABSTENTIONS:

APPROVED:

PUBLISHED:

_____
Owen Costanza, Village President

_____
Attest: Karri Anderberg, Village Clerk

EXHIBIT A- AGREEMENTS

BB COMMUNITY LEASING SERVICES, INC.

A SUBSIDIARY OF BANKERS BANK

April 17, 2019

Owen Costanza
Village of Poplar Grove
200 N Hill St
Poplar Grove, 61065

RE: Lease#5432-001

Dear Owen,

We are pleased to enclose the following lease documents for authorized signature and return. Please note that the required signatures are noted below each document.

- **MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. 5432**
  Owen Costanza, Village President
- **EXHIBIT A SCHEDULE OF PROPERTY**
  Owen Costanza, Village President
- **EXHIBIT A-1 RENTAL PAYMENT SCHEDULE**
  Owen Costanza, Village President
- **EXHIBIT B FINAL ACCEPTANCE CERTIFICATE**
  Owen Costanza, Village President
- **PAYMENT AUTHORIZATION**
  Payment Options
  Owen Costanza, Village President
- **INSURANCE AUTHORIZATION LETTER**
  Owen Costanza, Village President
- **ST-587 EQUIPMENT EXEMPTION CERTIFICATE**
  Owen Costanza
-

Please note that we have also enclosed IRS Form 8038, including applicable instructions. We are including this form as a matter of convenience for you. The IRS requires that you report certain information to them associated with entering into a municipal lease. We have completed the form for you to the extent possible. You need only review the form for accuracy, sign, date and return to us with the other documents. We will transmit to the IRS according to the instructions on your behalf.

We have also provided a form letter for your attorney to complete and return to us on their letterhead stating that they have reviewed the agreements and concur with their validity. We will email a Word document file of this form letter to assist in this process.

Finally, please provide final vendor invoices consistent. We will process for payment upon receipt. The final invoice should detail the equipment described within the lease schedule(s), attached and any serial#'s, if applicable.

Please return all **original signed documents** to BB Community Leasing Services, Inc., 7700 Mineral Point Road, Madison, WI, 53717.

We thank you for the opportunity to serve you. Please feel free to call with questions.

Very truly yours,

Michael LaSalle
President & Managing Officer
BB Community Leasing Services, Inc.
(608) 829-5533
(608) 829-5590 Fax
mlasalle@bankersbankusa.com

BB COMMUNITY LEASING SERVICES, INC.

MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. 5432

This Master Equipment Lease/Purchase Agreement dated as of **04/17/2019**, and entered into between **BB Community Leasing Services, Inc.**, a **Wisconsin** corporation ("Lessor"), and **Village of Poplar Grove** ("Lessee"), a body corporate and politic existing under the laws of the State of **Illinois.**

1. **Agreement.** Lessee agrees to lease from Lessor certain "Equipment" as described in each Equipment Schedule (Exhibit A), which together with a Rental Payment Schedule (Exhibit A-1) constitute a "Schedule", subject to the terms and conditions of and for the purposes set forth in each Lease. Items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein. Each Schedule and the terms and provisions of this Agreement (which includes all exhibits hereto, together with any amendments and modifications pursuant thereto) which are incorporated by reference into such Schedule shall constitute a separate and independent lease and installment purchase of the Equipment therein described and are referred to herein as a "Lease".

2. **Term.** The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease which date shall be the earlier of (i) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 11, or (ii) the date on which sufficient monies to purchase the Equipment listed in such Lease are deposited for that purpose with an escrow agent, or (iii) the date sufficient monies are set aside for acquisition of Equipment as evidenced in Exhibit D, if applicable. The "Lease Term" for each Lease means the Original Term and all Renewal Terms therein provided and for this Agreement means the period from the date hereof until this agreement is terminated. The "Original Term" means the period from the Commencement Date for each Lease until the end of Lessee's fiscal year or biennium (as the case may be) (the "Fiscal Period") in effect at such Commencement Date. The "Renewal Term" for each Lease is each term having a duration that is coextensive with the Fiscal Period.

3. **Representations and Covenants of Lessee.** Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows: (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority under the constitution and laws of the state where the Lessee is located ("State") to enter into this Agreement and each Lease and the transactions contemplated hereby and to perform all of its obligations hereunder and under each Lease; (b) Lessee has duly authorized the execution and delivery of this Agreement and each Lease by proper action of its governing body at a meeting duly called and held in accordance with State law, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Agreement and each Lease; (c) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic; (d) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition by Lessee of the Equipment as provided in each Lease; (e) during the Lease Term, the Equipment will be used by Lessee solely and exclusively for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority; (f) Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Period, and such other financial information relating to the ability of Lessee to continue each Lease as may be requested by Lessor; and (g) Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule.

4. **Tax and Arbitrage Representations.** Lessee hereby represents as follows: (a) the estimated total cost of the Equipment listed in each Schedule will not be less than the total principal portion of the rental payments listed in such rental Payment Schedule, (b) the Equipment listed in each Schedule has been ordered or is expected to be ordered within 6 months of the Commencement Date, and all amounts deposited in escrow to pay for the Equipment, and interest earnings, will be expended on costs of the Equipment and the financing within 3 years of Commencement Date; (c) no proceeds of any Lease will be used to reimburse Lessee for expenditures made more than 60 days prior to the Commencement Date or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance; (d) Lessee has not created or established, and does not expect to create or establish, any sinking fund or similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments; (e) the Equipment listed in each Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in part, prior to the last maturity of Rental Payments; (f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended ("Code"), including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation; and (g) Lessee intends that each Lease does not constitute a "true" lease for federal income tax purposes.

5. **Lease of Equipment.** Upon the execution of each Lease, Lessor demises, leases, transfers, and lets to Lessee, and Lessee acquires, rents, leases and hires from Lessor, the Equipment in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term the Lease Term shall be automatically extended upon the successive appropriation by Lessee's governing body of amounts sufficient to pay Rental Payments and other amounts payable under the related Lease during the next succeeding Fiscal Period until all Rental Payments payable under such Lease have been paid in full, unless Lessee shall have terminated such Lease pursuant to Section 7 or Section 22. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease.

6. **Continuation of Lease Term.** Lessee currently intends, subject to Section 7, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the maximum Lease Term of each Lease can be obtained. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payment to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the applicable schedule for any Renewal Term is within the discretion of the governing body of Lessee.

7. **Nonappropriation.** Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 60 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section, Lessee shall, at its sole expense, both restore the equipment to its original condition, allowing for reasonable wear and tear, and agrees to peaceably deliver the Equipment to Lessor at the location(s) to be specified by Lessor.

8. **Conditions to Lessor's Performance.** This Agreement is not a commitment by Lessor to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within the Lessor's discretion. Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Lease and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

9. **Rental Payments.** Lessee shall promptly pay "Rental Payments" as described in Exhibit A-1 to each Lease, exclusively from legally available funds, to Lessor on the dates and in such amounts as provided in each Lease. To the extent permitted by law, Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at the maximum rate permitted by law, from such date until paid. Rental Payments consist of principle and interest portions. *Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein or in a Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.*

10. **Rental Payments To Be Unconditional.** EXCEPT AS PROVIDED IN SECTION 7, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORSEEN CIRCUMSTANCES.

11. **Delivery; Installation; Acceptance.** Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Lease has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate (Exhibit B). Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term.

12. **Location; Inspection.** Once installed, no item of the Equipment will be moved from the location specified for it in the Lease on which such item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

13. **Use; Maintenance.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body. Lessee agrees that it will, at Lessee's own cost and expense maintain, preserve and keep the Equipment in good repair and working order. Lessee will enter into a maintenance contract for the Equipment that is acceptable to Lessor.

14. **Title.** Upon acceptance of the Equipment under a Lease by Lessee, title to the Equipment shall vest in Lessee subject to Lessor's rights under the Lease, provided that title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor, upon (a) any termination of the applicable Lease other than termination pursuant to section 22 or (b) the occurrence of an Event of Default. Transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

15. **Security Interest.** To secure the payment of all of Lessee's obligations under each Lease, upon the execution of such Lease, Lessee grants to Lessor a security interest constituting a first and exclusive lien on all equipment and fixtures that the Lessee leases/purchases from the Lessor, now existing or hereafter acquired, and (i) all accounts instruments, documents, general intangibles, security deposits, or reserves; (ii) all spares, repairs, accessories, additions, attachments, replacements, substitutions, or accessions; and (iii) all insurance and other proceeds or products, all as may directly or indirectly arise out of or be related to the foregoing equipment and fixtures, wherever located. Lessee authorizes Lessor to file or record UCC financing statements to perfect Lessor's security interest in the collateral granted in the

preceding sentence. If Lessor shall so request, Lessee shall execute and deliver to Lessor such documents as Lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of Lessor including, but not limited to, a UCC financing statement. Lessee acknowledges and agrees that the Equipment is, and shall at all times be and remain, personal property notwithstanding that the Equipment or any part thereof may now be or hereafter become in any manner affixed or attached to, imbedded in, or permanently resting upon real property or any building thereon, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws or otherwise.

16. **Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Equipment free of all levies, liens and encumbrances except those created by each Lease. The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due.

17. **Insurance.** At its own expense, Lessee shall during each Lease Term maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable "Purchase Price" of the Equipment as described in Exhibit A-1 of each Lease; (b) liability insurance that protects Lessee from liability in all events in form and amount satisfactory to Lessor; and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term. Lessee shall not materially modify or cancel such insurance or self-insurance coverage without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification. All such insurance described in clauses (a) and (b) above shall contain a provision naming Lessor as a loss payee and additional insured. If you do not give evidence of insurance acceptable to us, we have the right, but not the obligation, to obtain insurance covering our interest in the Equipment for the term of this Lease, including any renewal or extensions, from an insurer of our choice, including an insurer that is our affiliate. We may add the costs of acquiring and maintaining such insurance, and our fees for our service in placing and maintaining such insurance (collectively, "Insurance Charge") to the amounts due from you under this Lease.

18. **Advances.** In case of failure of Lessee to keep the Equipment in good repair and working order, to procure or maintain said insurance or to pay fees, assessments, charges and taxes, all as specified in this Lease, Lessor shall have the right, but shall not be obligated, to maintain and repair the Equipment and pay the cost thereof, to affect such insurance, or pay such fees, assignments, charges and taxes, as the case may be. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee agrees to pay such amounts so advanced by Lessor with interest thereon from the advance date until paid at the maximum rate permitted by law.

19. **Damage, Destruction and Condemnation.** If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds to be applied to the prompt replacement, repair, restoration modification or improvement of the Equipment to substantially the same condition as existed prior to the event causing such damage, destruction, or condemnation, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 22. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of this Section, the term "Net Proceeds" shall mean (y) the amount of insurance proceeds received by Lessee for replacing, repairing, restoring, modifying, or improving damaged or destroyed Equipment, or (z) the amount remaining from the gross proceeds of any condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof. If the Net Proceeds are insufficient to pay in the full cost of any replacement, repair, restoration, modification or improvement referred to herein, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any cost thereof in excess of the amount of the Net Proceeds, or (b) pursuant to Section 22 purchase Lessor's interest in the Equipment and in any other equipment listed in the same Lease. The amount of the Net Proceeds, if any, remaining after completing such replacement, repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment and such other Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 9.

20. **DISCLAIMER OF WARRANTIES.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO WHETHER EXPRESS OR IMPLIED, AND LESSEE ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN ANY LEASE.

21. **Vendor's Warranties.** Lessor hereby irrevocably appoints Lessee as its agent and attorney-in-fact during each Lease Term, so long as Lessee shall not be in default under the related Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. The term "Vendor" means any supplier or manufacturer of the Equipment as well as the agents or dealers of the manufacturer or supplier from whom Lessor purchased or is purchasing such Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights or obligations of Lessor with respect to any Lease, including the right to receive full and timely payments under a Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Vendor of the Equipment.

22. **Purchase Option.** Lessee shall have the option to purchase Lessor's interest in all of the Equipment listed in any Lease upon giving written notice to Lessor at least 60 days before the date of purchase, at the following times and upon the following terms: (a) on the Rental Payment dates specified in each Lease, upon payment in full of the Rental Payments then due under such Lease plus the then applicable Purchase Price as referenced in Exhibit A-1; or (b) in the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in the Lease's notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments then due under such Lease plus the then applicable Purchase Price plus accrued interest from the immediately preceding Rental Payment date to such purchase date.

23. **Assignment.** Lessor's right, title and interest in and to each Lease, including Rental Payments and other amounts payable by Lessee thereunder and all proceeds therefrom, may be assigned and reassigned to one or more assignees or subassignees by Lessor without the necessity of obtaining the consent of Lessee, provided that any such assignment shall not be effective until (a) Lessee has received written notice, signed by the assignor, of the name and address of the assignee, and (b) it is registered on the registration books. Lessee shall retain all such notices as a register of all assignees in compliance with Section 149(a) of the Code, and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents that may be reasonably requested by Lessor or any assignee to protect its interest and property assigned pursuant to this Section. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or Vendor. Assignments may include without limitation assignment of all of Lessor's security interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment. Lessee hereby agrees that Lessor may, without notice to Lessee, sell, dispose of, or assign this Agreement or any particular Lease or Leases through a pool, trust, limited partnership, or other similar entity, whereby one or more interests are created in this Agreement or in a Lease or Leases, or in the Equipment listed in or the Rental Payments under a particular Lease or Leases. None of Lessee's right, title and interest in, to and under any Lease or any portion of the Equipment listed in each Lease may be assigned, subleased, or encumbered by Lessee for any reason without obtaining prior written consent of Lessor.

24. **Events of Default.** Any of the following events shall constitute an "Event of Default" under a Lease: (a) failure by Lessee to pay any Rental Payment or other payment required to be paid under a Lease at the time specified therein, (b) failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor; (c) any statement, representation or warranty made by Lessee in or pursuant to any Lease shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made; or (d) Lessee institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar official is appointed for Lessee or any of its property.

25. **Remedies on Default.** Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (a) by written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease to the end of the then current Original Term or Renewal Term to be immediately due and payable , (b) with or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease of the Equipment listed therein that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 7 hereof. The exercise of any such remedies in respect of any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein, and (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or as a secured party in any or all of the Equipment. Any net proceeds from the exercise of any remedy under a Lease (after deducting all costs and expenses referenced in the Section) shall be applied as follows: (i) if such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment; or (ii) if such a remedy is exercised with respect to more than one Lease, Equipment listed in more than one Lease or rights under more than one Lease, then to amounts due pursuant to such Leases pro-rata.

26. **No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under a Lease now or hereafter existing at law or in equity.

27. **Notices.** All notices or other communications under any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses listed below (or at such other address as either party hereto shall designate in writing to the other for notices to such party), or to any assignee at its address as it appears on the registration books maintained by Lessee.

28. **Release and Indemnification.** To the extent permitted by State law, and subject to Section 7, Lessee shall indemnify, release, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, attorney's fees and expenses, penalties connected therewith imposed on interest received) arising out of or as result of (a)

entering into any Lease, (b) the ownership of any item of Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant or any material representation contained in a Lease. The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under all Leases or the termination of the Lease term under all Leases for any reason.

29. **Miscellaneous Provisions.** Each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. References herein to "Lessor" shall be deemed to include each of its assignees and subsequent assignees from and after the effective date of each assignment as permitted by Section 23. In the event any provision of any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof. Each Lease may be amended by mutual written consent of Lessor and Lessee. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease. This Agreement and each Lease shall be governed by and construed in accordance with the laws of IL.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date below.

LESSEE: Village of Poplar Grove

x _____

Owen Costanza, Village President

LESSOR: BB Community Leasing Services, Inc.

x _____

Michael LaSalle, President & Managing Officer

Form **8038-GC**
(Rev. January 2012)
Department of the Treasury
Internal Revenue Service

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

▶ **Under Internal Revenue Code section 149(e)**

Caution: *If the issue price of the issue is $100,000 or more, use Form 8038-G.*

OMB No. 1545-0720

Part I Reporting Authority

Check box if **Amended Return** ▶ ☐

1 Issuer's name	2 Issuer's employer identification number (EIN)
Village of Poplar Grove	36 0093 64
3 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite
200 N Hill St	
4 City, town, or post office, state, and ZIP code	5 Report number *(For IRS Use Only)*
Poplar Grove IL 61065	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information	7 Telephone number of officer or legal representative

Part II Description of Obligations

Check one: a single issue ☐ **or** a consolidated return ☐.

8a	Issue price of obligation(s) (see instructions)	8a		
b	Issue date (single issue) **or** calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶			
9	Amount of the reported obligation(s) on line 8a that is:			
a	For leases for vehicles	9a	30799	00
b	For leases for office equipment	9b		
c	For leases for real property	9c		
d	For leases for other (see instructions)	9d		
e	For bank loans for vehicles	9e		
f	For bank loans for office equipment	9f		
g	For bank loans for real property	9g		
h	For bank loans for other (see instructions)	9h		
i	Used to refund prior issue(s)	9i		
j	Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j		
k	Other	9k		
10	If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶ ☐			
11	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶ ☐			
12	Vendor's or bank's name:			
13	Vendor's or bank's employer identification number:			

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

▶ _____ Signature of issuer's authorized representative Date ▶ _____ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at *www.irs.gov/form8038*. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than $100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of $100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than $100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than $100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of $100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or $5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "*Amended Return*" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* **box**. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form	4 hr., 46 min.
Preparing the form	2 hr., 22 min.
Copying, assembling, and sending the form to the IRS .	2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

SOSNOWSKI | SZETO LLP

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April 15, 2019

Michael LaSalle
BB Community Leasing Services, Inc.
7700 Mineral Point Road
Madison, Wisconsin 53717

RE: Schedule of Property No. **5432-001**, dated **4/17/2019**, to Master Equipment Lease/Purchase Agreement Number **3717** dated as of **4/17/2019,** between **BB Community Leasing Services, Inc.,** as Lessor and **Village of Poplar Grove**, as Lessee.

Dear Michael:

As legal counsel to **Village of Poplar Grove** , (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease/Purchase Agreement, dated as of **4/17/2019**, and Exhibits thereto by and between **BB Community Leasing Services, Inc.** (the "Lessor") and **Village of Poplar Grove** , (the "Agreement") and an executed counterpart of Schedule of Property No. **5432-001**, dated **4/17/2019**, by and between Lessor and Lessee (the "Schedule"), which, among other things, provides for the lease with option to purchase to the Lessee of certain property listed in the Schedule (the "Equipment"), (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorize Lessee to execute the Agreement and the Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinion. The Schedule and the terms and provisions of the Agreement incorporated therein by reference together with the Rental Payment Schedule attached to the Schedule are herein referred to collectively as the "Lease".

In rendering this opinion, we have assumed without inquiry:

a) The authenticity of all documents submitted to us as copies of the originals, and the conformity of such copies to the originals as they are finally executed and delivered by Lessee and Lessor;
b) That the Lease has been or will be duly authorized, executed and delivered by Lessor;
c) That the Lease constitutes valid, legal and binding obligations of Lessor enforceable against Lessor in accordance with its terms; and
d) That the Lease accurately describes and contains the mutual understandings of the parties, and that there are not oral or written statements or agreements that modify, amend or vary, or purport to modify, amend or vary, any of the terms thereof.

Based on the foregoing, I am of the following opinion:

1) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, or has a substantial amount of one the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, or (c) police power;

2) The name of the lessee contained in the Lease is the correct legal name of the Lessee;

3) Lessee has the requisite power and authority to lease and acquire the Equipment with an option to purchase and to execute and deliver the Lease and to perform its obligations under the Lease;

4) The Lease has been duly authorized, approved, executed, and delivered by and on behalf of Lessee and the Lease is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, subject to (i) all applicable bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium and other similar laws; (ii) the qualification that certain waivers, restrictions and remedies provided for in this Lease, including without limitation certain indemnification obligations, may be wholly or partially unenforceable under **Illinois** law; and (iii) general principles of equity.

5) The authorization, approval, execution, and delivery of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state laws; and

6) To the best of my knowledge, there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transaction contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment thereunder.

All of the opinions set forth above are also subject to the following qualifications, limitations and exceptions:

a) The opinions expressed herein are limited to matters governed by the laws of the State of **Illinois**. No opinion is expressed regarding the laws of any other jurisdiction.
b) The opinions expressed herein are based upon the law in effect on the date hereof, and we assume no obligation to revise or supplement them if the law is changed by legislative action, judicial decision or otherwise.

All capitalized terms herein shall have the same meanings as in the Lease unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments, are entitled to rely on this opinion.

Sincerely,

Aaron Szeto
Village Attorney

BB COMMUNITY LEASING SERVICES, INC.

Monday, April 15, 2019

Owen Costanza
Village of Poplar Grove
201 Edson Road
Poplar Grove, 61065

RE: Lease#5432-002

Dear Owen,

We are pleased to enclose the following lease documents for authorized signature and return. Please note that the required signatures are noted below each document.

- **EXHIBIT A SCHEDULE OF PROPERTY**
  Owen Costanza, President
- **EXHIBIT A-1 RENTAL PAYMENT SCHEDULE**
  Owen Costanza, President
- **EXHIBIT B FINAL ACCEPTANCE CERTIFICATE**
  Owen Costanza, President
- **PAYMENT AUTHORIZATION**
  Payment Options
  Owen Costanza, President
- **INSURANCE AUTHORIZATION LETTER**
  Owen Costanza, President
-

Please note that we have also enclosed IRS Form 8038, including applicable instructions. We are including this form as a matter of convenience for you. The IRS requires that you report certain information to them associated with entering into a municipal lease. We have completed the form for you to the extent possible. You need only review the form for accuracy, sign, date and return to us with the other documents. We will transmit to the IRS according to the instructions on your behalf.

We have also provided a form letter for your attorney to complete and return to us on their letterhead stating that they have reviewed the agreements and concur with their validity. We will email a Word document file of this form letter to assist in this process.

Finally, please provide final vendor invoices consistent. We will process for payment upon receipt. The final invoice should detail the equipment described within the lease schedule(s), attached and any serial#'s, if applicable.

Please return all **original signed documents** to BB Community Leasing Services, Inc., 7700 Mineral Point Road, Madison, WI, 53717.

We thank you for the opportunity to serve you. Please feel free to call with questions.

Very truly yours,

Michael LaSalle
President & Managing Officer
BB Community Leasing Services, Inc.
(608) 829-5533
(608) 829-5590 Fax
mlasalle@bankersbankusa.com

BB COMMUNITY LEASING SERVICES, INC.

A SUBSIDIARY OF BANCORP BANK

MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. 5432

This Master Equipment Lease/Purchase Agreement dated as of **04/17/2019**, and entered into between **BB Community Leasing Services, Inc.**, a **Wisconsin** corporation ("Lessor"), and **Village of Poplar Grove** ("Lessee"), a body corporate and politic existing under the laws of the State of **Illinois.**

1. **Agreement.** Lessee agrees to lease from Lessor certain "Equipment" as described in each Equipment Schedule (Exhibit A), which together with a Rental Payment Schedule (Exhibit A-1) constitute a "Schedule", subject to the terms and conditions of and for the purposes set forth in each Lease. Items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein. Each Schedule and the terms and provisions of this Agreement (which includes all exhibits hereto, together with any amendments and modifications pursuant thereto) which are incorporated by reference into such Schedule shall constitute a separate and independent lease and installment purchase of the Equipment therein described and are referred to herein as a "Lease".

2. **Term.** The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease which date shall be the earlier of (i) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 11, or (ii) the date on which sufficient monies to purchase the Equipment listed in such Lease are deposited for that purpose with an escrow agent, or (iii) the date sufficient monies are set aside for acquisition of Equipment as evidenced in Exhibit D, if applicable. The "Lease Term" for each Lease means the Original Term and all Renewal Terms therein provided and for this Agreement means the period from the date hereof until this agreement is terminated. The "Original Term" means the period from the Commencement Date for each Lease until the end of Lessee's fiscal year or biennium (as the case may be) (the "Fiscal Period") in effect at such Commencement Date. The "Renewal Term" for each Lease is each term having a duration that is coextensive with the Fiscal Period.

3. **Representations and Covenants of Lessee.** Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows: (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority under the constitution and laws of the state where the Lessee is located ("State") to enter into this Agreement and each Lease and the transactions contemplated hereby and to perform all of its obligations hereunder and under each Lease; (b) Lessee has duly authorized the execution and delivery of this Agreement and each Lease by proper action of its governing body at a meeting duly called and held in accordance with State law, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Agreement and each Lease; (c) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic; (d) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition by Lessee of the Equipment as provided in each Lease; (e) during the Lease Term, the Equipment will be used by Lessee solely and exclusively for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority; (f) Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Period, and such other financial information relating to the ability of Lessee to continue each Lease as may be requested by Lessor; and (g) Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule.

4. **Tax and Arbitrage Representations.** Lessee hereby represents as follows: (a) the estimated total cost of the Equipment listed in each Schedule will not be less than the total principal portion of the rental payments listed in such rental Payment Schedule; (b) the Equipment listed in each Schedule has been ordered or is expected to be ordered within 6 months of the Commencement Date, and all amounts deposited in escrow to pay for the Equipment, and interest earnings, will be expended on costs of the Equipment and the financing within 3 years of Commencement Date; (c) no proceeds of any Lease will be used to reimburse Lessee for expenditures made more than 60 days prior to the Commencement Date or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance, (d) Lessee has not created or established, and does not expect to create or establish, any sinking fund or similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments, (e) the Equipment listed in each Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in part, prior to the last maturity of Rental Payments, (f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended ("Code"), including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation, and (g) Lessee intends that each Lease does not constitute a "true" lease for federal income tax purposes.

5. **Lease of Equipment.** Upon the execution of each Lease, Lessor demises, leases, transfers, and lets to Lessee, and Lessee acquires, rents, leases and hires from Lessor, the Equipment in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term the Lease Term shall be automatically extended upon the successive appropriation by Lessee's governing body of amounts sufficient to pay Rental Payments and other amounts payable under the related Lease during the next succeeding Fiscal Period until all Rental Payments payable under such Lease have been paid in full, unless Lessee shall have terminated such Lease pursuant to Section 7 or Section 22. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease.

6. **Continuation of Lease Term.** Lessee currently intends, subject to Section 7, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the maximum Lease Term of each Lease can be obtained. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payment to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the applicable schedule for any Renewal Term is within the discretion of the governing body of Lessee.

7. **Nonappropriation.** Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 60 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section, Lessee shall, at its sole expense, both restore the equipment to its original condition, allowing for reasonable wear and tear, and agrees to peaceably deliver the Equipment to Lessor at the location(s) to be specified by Lessor.

8. **Conditions to Lessor's Performance.** This Agreement is not a commitment by Lessor to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within the Lessor's discretion. Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Lease and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

9. **Rental Payments.** Lessee shall promptly pay "Rental Payments" as described in Exhibit A-1 to each Lease, exclusively from legally available funds, to Lessor on the dates and in such amounts as provided in each Lease. To the extent permitted by law, Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at the maximum rate permitted by law, from such date until paid. Rental Payments consist of principle and interest portions. *Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein or in a Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.*

10. **Rental Payments To Be Unconditional.** EXCEPT AS PROVIDED IN SECTION 7, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORSEEN CIRCUMSTANCES.

11. **Delivery; Installation; Acceptance.** Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Lease has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate (Exhibit B). Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term.

12. **Location; Inspection.** Once installed, no item of the Equipment will be moved from the location specified for it in the Lease on which such item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

13. **Use; Maintenance.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body. Lessee agrees that it will, at Lessee's own cost and expense maintain, preserve and keep the Equipment in good repair and working order. Lessee will enter into a maintenance contract for the Equipment that is acceptable to Lessor.

14. **Title.** Upon acceptance of the Equipment under a Lease by Lessee, title to the Equipment shall vest in Lessee subject to Lessor's rights under the Lease, provided that title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor, upon (a) any termination of the applicable Lease other than termination pursuant to section 22 or (b) the occurrence of an Event of Default. Transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

15. **Security Interest.** To secure the payment of all of Lessee's obligations under each Lease, upon the execution of such Lease, Lessee grants to Lessor a security interest constituting a first and exclusive lien on all equipment and fixtures that the Lessee leases/purchases from the Lessor, now existing or hereafter acquired, and (i) all accounts instruments, documents, general intangibles, security deposits, or reserves; (ii) all spares, repairs, accessories, additions, attachments, replacements, substitutions, or accessions; and (iii) all insurance and other proceeds or products, all as may directly or indirectly arise out of or be related to the foregoing equipment and fixtures, wherever located. Lessee authorizes Lessor to file or record UCC financing statements to perfect Lessor's security interest in the collateral granted in the

preceding sentence. If Lessor shall so request, Lessee shall execute and deliver to Lessor such documents as Lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of Lessor including, but not limited to, a UCC financing statement. Lessee acknowledges and agrees that the Equipment is, and shall at all times be and remain, personal property notwithstanding that the Equipment or any part thereof may now be or hereafter become in any manner affixed or attached to, imbedded in, or permanently resting upon real property or any building thereon, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws or otherwise.

16. **Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Equipment free of all levies, liens and encumbrances except those created by each Lease. The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due.

17. **Insurance.** At its own expense, Lessee shall during each Lease Term maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable "Purchase Price" of the Equipment as described in Exhibit A-1 of each Lease; (b) liability insurance that protects Lessee from liability in all events in form and amount satisfactory to Lessor; and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term. Lessee shall not materially modify or cancel such insurance or self-insurance coverage without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification. All such insurance described in clauses (a) and (b) above shall contain a provision naming Lessor as a loss payee and additional insured. If you do not give evidence of insurance acceptable to us, we have the right, but not the obligation, to obtain insurance covering our interest in the Equipment for the term of this Lease, including any renewal or extensions, from an insurer of our choice, including an insurer that is our affiliate. We may add the costs of acquiring and maintaining such insurance, and our fees for our service in placing and maintaining such insurance (collectively, "Insurance Charge") to the amounts due from you under this Lease.

18. **Advances.** In case of failure of Lessee to keep the Equipment in good repair and working order, to procure or maintain said insurance or to pay fees, assessments, charges and taxes, all as specified in this Lease, Lessor shall have the right, but shall not be obligated, to maintain and repair the Equipment and pay the cost thereof, to affect such insurance, or pay such fees, assignments, charges and taxes, as the case may be. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee agrees to pay such amounts so advanced by Lessor with interest thereon from the advance date until paid at the maximum rate permitted by law.

19. **Damage, Destruction and Condemnation.** If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds to be applied to the prompt replacement, repair, restoration modification or improvement of the Equipment to substantially the same condition as existed prior to the event causing such damage, destruction, or condemnation, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 22. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of this Section, the term "Net Proceeds" shall mean (y) the amount of insurance proceeds received by Lessee for replacing, repairing, restoring, modifying, or improving damaged or destroyed Equipment, or (z) the amount remaining from the gross proceeds of any condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof. If the Net Proceeds are insufficient to pay in the full cost of any replacement, repair, restoration, modification or improvement referred to herein, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any cost thereof in excess of the amount of the Net Proceeds, or (b) pursuant to Section 22 purchase Lessor's interest in the Equipment and in any other equipment listed in the same Lease. The amount of the Net Proceeds, if any, remaining after completing such replacement, repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment and such other Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 9.

20. **DISCLAIMER OF WARRANTIES.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO WHETHER EXPRESS OR IMPLIED, AND LESSEE ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN ANY LEASE.

21. **Vendor's Warranties.** Lessor hereby irrevocably appoints Lessee as its agent and attorney-in-fact during each Lease Term, so long as Lessee shall not be in default under the related Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. The term "Vendor" means any supplier or manufacturer of the Equipment as well as the agents or dealers of the manufacturer or supplier from whom Lessor purchased or is purchasing such Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights or obligations of Lessor with respect to any Lease, including the right to receive full and timely payments under a Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Vendor of the Equipment.

22. **Purchase Option.** Lessee shall have the option to purchase Lessor's interest in all of the Equipment listed in any Lease upon giving written notice to Lessor at least 60 days before the date of purchase, at the following times and upon the following terms: (a) on the Rental Payment dates specified in each Lease, upon payment in full of the Rental Payments then due under such Lease plus the then applicable Purchase Price as referenced in Exhibit A-1; or (b) in the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in the Lease's notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments then due under such Lease plus the then applicable Purchase Price plus accrued interest from the immediately preceding Rental Payment date to such purchase date.

23. **Assignment.** Lessor's right, title and interest in and to each Lease, including Rental Payments and other amounts payable by Lessee thereunder and all proceeds therefrom, may be assigned and reassigned to one or more assignees or subassignees by Lessor without the necessity of obtaining the consent of Lessee, provided that any such assignment shall not be effective until (a) Lessee has received written notice, signed by the assignor, of the name and address of the assignee, and (b) it is registered on the registration books. Lessee shall retain all such notices as a register of all assignees in compliance with Section 149(a) of the Code, and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents that may be reasonably requested by Lessor or any assignee to protect its interest and property assigned pursuant to this Section. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or Vendor. Assignments may include without limitation assignment of all of Lessor's security interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment. Lessee hereby agrees that Lessor may, without notice to Lessee, sell, dispose of, or assign this Agreement or any particular Lease or Leases through a pool, trust, limited partnership, or other similar entity, whereby one or more interests are created in this Agreement or in a Lease or Leases, or in the Equipment listed in or the Rental Payments under a particular Lease or Leases. None of Lessee's right, title and interest in, to and under any Lease or any portion of the Equipment listed in each Lease may be assigned, subleased, or encumbered by Lessee for any reason without obtaining prior written consent of Lessor.

24. **Events of Default.** Any of the following events shall constitute an "Event of Default" under a Lease: (a) failure by Lessee to pay any Rental Payment or other payment required to be paid under a Lease at the time specified therein; (b) failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor; (c) any statement, representation or warranty made by Lessee in or pursuant to any Lease shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made; or (d) Lessee institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar official is appointed for Lessee or any of its property.

25. **Remedies on Default.** Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (a) by written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease to the end of the then current Original Term or Renewal Term to be immediately due and payable ; (b) with or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease of the Equipment listed therein that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 7 hereof. The exercise of any such remedies in respect of any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein; and (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or as a secured party in any or all of the Equipment. Any net proceeds from the exercise of any remedy under a Lease (after deducting all costs and expenses referenced in the Section) shall be applied as follows: (i) if such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment; or (ii) if such a remedy is exercised with respect to more than one Lease, Equipment listed in more than one Lease or rights under more than one Lease, then to amounts due pursuant to such Leases pro-rata.

26. **No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under a Lease now or hereafter existing at law or in equity.

27. **Notices.** All notices or other communications under any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses listed below (or at such other address as either party hereto shall designate in writing to the other for notices to such party), or to any assignee at its address as it appears on the registration books maintained by Lessee.

28. **Release and Indemnification.** To the extent permitted by State law, and subject to Section 7, Lessee shall indemnify, release, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, attorney's fees and expenses, penalties connected therewith imposed on interest received) arising out of or as result of (a)

entering into any Lease, (b) the ownership of any item of Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant or any material representation contained in a Lease. The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under all Leases or the termination of the Lease term under all Leases for any reason.

29. **Miscellaneous Provisions.** Each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. References herein to "Lessor" shall be deemed to include each of its assignees and subsequent assignees from and after the effective date of each assignment as permitted by Section 23. In the event any provision of any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof. Each Lease may be amended by mutual written consent of Lessor and Lessee. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease. This Agreement and each Lease shall be governed by and construed in accordance with the laws of IL.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date below.

LESSEE: Village of Poplar Grove

x _____

Owen Costanza, Village President

LESSOR: BB Community Leasing Services, Inc.

x _____

Michael LaSalle, President & Managing Officer

BB COMMUNITY LEASING SERVICES, INC.

A SUBSIDIARY OF BANKERS BANK

EXHIBIT A SCHEDULE OF PROPERTY

LEASE NO. 5432-002

RE: Schedule of Property No. **5432-002**, dated **4/17/2019,** to Master Equipment Lease/Purchase Agreement Number **5432,** dated as of **4/17/2019** between **BB Community Leasing Services, Inc.** as Lessor, and **Village of Poplar Grove** , as Lessee. All terms used and not otherwise defined herein have the meanings ascribed to them in the Agreement.

1. The following items of Equipment are hereby included under this Schedule to the Agreement:

Quantity	Description	Serial Number/VIN
1	2019 Isuzu NR254 17950 Dual Steer Street Sweeper	JALE5W165K7900818

2. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the Commencement Date of Rental Payments under this Schedule. **The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.**

3. Lessee hereby designates the Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the calendar year in which the Schedule is executed is not reasonably expected to exceed $10,000,000.00. Lessee and all subordinate entities thereof will not issue in excess of $10,000,000.00 of tax-exempt obligations (including the Schedule but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which this Schedule is executed without first obtaining an opinion of nationally recognized counsel acceptable to Lessor that the designation of the Schedule as a "qualified tax-exempt obligation" will not be adversely affected.

4. Equipment Location: 201 Edson Road, Poplar Grove, IL

Dated: **4/17/2019**

LESSEE: Village of Poplar Grove

×_____

Owen Costanza, President

LESSOR: BB Community Leasing Services, Inc.

×_____ **Date:**_____

Michael LaSalle, President & Managing Officer

Exhibit A-1
Rental Payment Schedule

Lease # 8432-002

Payment #	Payment Due Date	Payment Amount	Interest	Principal	Lease Balance	Lessor Unamortized Capitalized Costs	Lessee Purchase Option "Purchase Price"
at inception	4/17/2019	0.00	0.00	0.00	165,265.00	0.00	165,265.00
1	4/30/2019	0.00	250.65	(250.65)	165,515.65	0.00	165,515.65
2	5/20/2019	2,252.11	535.25	1,716.86	163,798.79	0.00	163,798.79
3	6/20/2019	2,252.11	529.67	1,722.44	162,076.35	0.00	162,076.35
4	7/20/2019	2,252.11	524.07	1,728.04	160,348.31	0.00	160,348.31
5	8/20/2019	2,252.11	518.45	1,733.66	158,614.66	0.00	158,614.66
6	9/20/2019	2,252.11	512.82	1,739.29	156,875.36	0.00	156,875.36
7	10/20/2019	2,252.11	507.17	1,744.94	155,130.42	0.00	155,130.42
8	11/20/2019	2,252.11	501.50	1,750.61	153,379.81	0.00	153,379.81
9	12/20/2019	2,252.11	495.81	1,756.30	151,623.50	0.00	151,623.50
10	1/20/2020	2,252.11	490.10	1,762.01	149,861.49	0.00	149,861.49
11	2/20/2020	2,252.11	484.37	1,767.74	148,093.75	0.00	148,093.75
12	3/20/2020	2,252.11	478.63	1,773.48	146,320.27	0.00	146,320.27
13	4/20/2020	2,252.11	472.86	1,779.25	144,541.02	0.00	144,541.02
14	5/20/2020	2,252.11	467.08	1,785.03	142,755.99	0.00	142,755.99
15	6/20/2020	2,252.11	461.28	1,790.83	140,965.16	0.00	140,965.16
16	7/20/2020	2,252.11	455.46	1,796.65	139,168.51	0.00	139,168.51
17	8/20/2020	2,252.11	449.62	1,802.49	137,366.02	0.00	137,366.02
18	9/20/2020	2,252.11	443.76	1,808.35	135,557.67	0.00	135,557.67
19	10/20/2020	2,252.11	437.88	1,814.23	133,743.44	0.00	133,743.44
20	11/20/2020	2,252.11	431.99	1,820.12	131,923.32	0.00	131,923.32
21	12/20/2020	2,252.11	426.07	1,826.04	130,097.28	0.00	130,097.28
22	1/20/2021	2,252.11	420.14	1,831.97	128,265.31	0.00	128,265.31
23	2/20/2021	2,252.11	414.18	1,837.93	126,427.38	0.00	126,427.38
24	3/20/2021	2,252.11	408.21	1,843.90	124,583.48	0.00	124,583.48
25	4/20/2021	2,252.11	402.22	1,849.89	122,733.59	0.00	122,733.59
26	5/20/2021	2,252.11	396.20	1,855.91	120,877.68	0.00	120,877.68
27	6/20/2021	2,252.11	390.17	1,861.94	119,015.75	0.00	119,015.75
28	7/20/2021	2,252.11	384.12	1,867.99	117,147.76	0.00	117,147.76
29	8/20/2021	2,252.11	378.05	1,874.06	115,273.70	0.00	115,273.70
30	9/20/2021	2,252.11	371.98	1,880.15	113,393.55	0.00	113,393.55
31	10/20/2021	2,252.11	365.88	1,886.26	111,507.29	0.00	111,507.29
32	11/20/2021	2,252.11	359.72	1,892.39	109,614.90	0.00	109,614.90
33	12/20/2021	2,252.11	353.57	1,898.54	107,716.35	0.00	107,716.35
34	1/20/2022	2,252.11	347.40	1,904.71	105,811.64	0.00	105,811.64
35	2/20/2022	2,252.11	341.21	1,910.90	103,900.74	0.00	103,900.74
36	3/20/2022	2,252.11	335.00	1,917.11	101,983.63	0.00	101,983.63
37	4/20/2022	2,252.11	328.77	1,923.34	100,060.28	0.00	100,060.28
38	5/20/2022	2,252.11	322.52	1,929.59	98,130.69	0.00	98,130.69
39	6/20/2022	2,252.11	316.24	1,935.87	96,194.83	0.00	96,194.83
40	7/20/2022	2,252.11	309.95	1,942.16	94,252.67	0.00	94,252.67
41	8/20/2022	2,252.11	303.64	1,948.47	92,304.20	0.00	92,304.20
42	9/20/2022	2,252.11	297.31	1,954.80	90,349.40	0.00	90,349.40
43	10/20/2022	2,252.11	290.96	1,961.15	88,388.24	0.00	88,388.24
44	11/20/2022	2,252.11	284.58	1,967.53	86,420.71	0.00	86,420.71
45	12/20/2022	2,252.11	278.19	1,973.92	84,446.79	0.00	84,446.79
46	1/20/2023	2,252.11	271.77	1,980.34	82,466.45	0.00	82,466.45
47	2/20/2023	2,252.11	265.34	1,986.77	80,479.68	0.00	80,479.68
48	3/20/2023	2,252.11	258.88	1,993.23	78,486.44	0.00	78,486.44
49	4/20/2023	2,252.11	252.40	1,999.71	76,486.73	0.00	76,486.73
50	5/20/2023	2,252.11	245.90	2,006.21	74,480.53	0.00	74,480.53
51	6/20/2023	2,252.11	239.38	2,012.73	72,467.80	0.00	72,467.80
52	7/20/2023	2,252.11	232.84	2,019.27	70,448.53	0.00	70,448.53
53	8/20/2023	2,252.11	226.28	2,025.83	68,422.69	0.00	68,422.69
54	9/20/2023	2,252.11	219.69	2,032.42	66,390.27	0.00	66,390.27
55	10/20/2023	2,252.11	213.09	2,039.02	64,351.25	0.00	64,351.25
56	11/20/2023	2,252.11	206.46	2,045.65	62,305.60	0.00	62,305.60
57	12/20/2023	2,252.11	199.81	2,052.30	60,253.30	0.00	60,253.30
58	1/20/2024	2,252.11	193.14	2,058.97	58,194.33	0.00	58,194.33
59	2/20/2024	2,252.11	186.45	2,065.66	56,128.67	0.00	56,128.67
60	3/20/2024	2,252.11	179.74	2,072.37	54,056.30	0.00	54,056.30
61	4/20/2024	2,252.11	173.00	2,079.11	51,977.19	0.00	51,977.19
62	5/20/2024	2,252.11	166.24	2,085.87	49,891.33	0.00	49,891.33
63	6/20/2024	2,252.11	159.46	2,092.65	47,798.68	0.00	47,798.68
64	7/20/2024	2,252.11	152.66	2,099.45	45,699.23	0.00	45,699.23
65	8/20/2024	2,252.11	145.84	2,106.27	43,592.96	0.00	43,592.96
66	9/20/2024	2,252.11	138.99	2,113.12	41,479.85	0.00	41,479.85
67	10/20/2024	2,252.11	132.13	2,119.98	39,359.87	0.00	39,359.87
68	11/20/2024	2,252.11	125.24	2,126.87	37,232.99	0.00	37,232.99
69	12/20/2024	2,252.11	118.32	2,133.79	35,099.21	0.00	35,099.21
70	1/20/2025	2,252.11	111.39	2,140.72	32,958.49	0.00	32,958.49
71	2/20/2025	2,252.11	104.43	2,147.68	30,810.81	0.00	30,810.81
72	3/20/2025	2,252.11	97.45	2,154.66	28,656.15	0.00	28,656.15
73	4/20/2025	2,252.11	90.45	2,161.66	26,494.49	0.00	26,494.49
74	5/20/2025	2,252.11	83.42	2,168.69	24,325.81	0.00	24,325.81
75	6/20/2025	2,252.11	76.38	2,175.73	22,150.07	0.00	22,150.07
76	7/20/2025	2,252.11	69.30	2,182.81	19,967.27	0.00	19,967.27
77	8/20/2025	2,252.11	62.21	2,189.90	17,777.37	0.00	17,777.37
78	9/20/2025	2,252.11	55.09	2,197.02	15,580.35	0.00	15,580.35
79	10/20/2025	2,252.11	47.95	2,204.16	13,376.20	0.00	13,376.20
80	11/20/2025	2,252.11	40.79	2,211.32	11,164.87	0.00	11,164.87
81	12/20/2025	2,252.11	33.60	2,218.51	8,946.37	0.00	8,946.37
82	1/20/2026	2,252.11	26.39	2,225.72	6,720.65	0.00	6,720.65
83	2/20/2026	2,252.11	19.16	2,232.95	4,487.70	0.00	4,487.70
84	3/20/2026	2,252.11	11.90	2,240.21	2,247.49	0.00	2,247.49
85	4/20/2026	2,252.11	4.62	2,247.49	0.00	0.00	0.00
86	5/20/2026	0.00	0.00	(0.00)	0.00	0.00	0.00
87	6/20/2026	0.00	0.00	(0.00)	0.00	0.00	0.00
88	7/20/2026	0.00	0.00	(0.00)	0.00	0.00	0.00
89	8/20/2026	0.00	0.00	(0.00)	0.00	0.00	0.00
90	9/20/2026	0.00	0.00	(0.00)	0.00	0.00	0.00
91	10/20/2026	0.00	0.00	(0.00)	0.00	0.00	0.00
92	11/20/2026	0.00	0.00	(0.00)	0.00	0.00	0.00
93	12/20/2026	0.00	0.00	(0.00)	0.00	0.00	0.00
94	1/20/2027	0.00	0.00	(0.00)	0.00	0.00	0.00
95	2/20/2027	0.00	0.00	(0.00)	0.00	0.00	0.00
96	3/20/2027	0.00	0.00	(0.00)	0.00	0.00	0.00
97	4/20/2027	0.00	0.00	(0.00)	0.00	0.00	0.00

By _____
Owen Costanza

Title Village President

BB COMMUNITY LEASING SERVICES, INC.

A SUBSIDIARY OF BANKERS BANK

EXHIBIT B FINAL ACCEPTANCE CERTIFICATE

Lease# 5432-002

RE: Schedule of Property No. **5432-002,** dated **4/17/2019** to Master Equipment Lease/Purchase Agreement # **5432,** dated as of **4/17/2019**, between **BB Community Leasing Services, Inc.** as Lessor, and **Village of Poplar Grove** , as Lessee.

In accordance with the Master Equipment Lease/Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) listed in the above referenced Schedule of Property (the "Schedule") has been delivered, installed and accepted on the date hereof.

2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. Lessee is currently maintaining the insurance coverage required by Section 17 of the Agreement.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

DATE: **4/17/2019**

LESSEE: **Village of Poplar Grove**

×_____

Owen Costanza, President

LESSOR: BB Community Leasing Services, Inc.

×_____

Michael LaSalle, President & Managing Officer

BB COMMUNITY LEASING SERVICES, INC.
A SUBSIDIARY OF BANKERS BANK

Payment Authorization

Date: **04/17/2019**	Lease No. **5432-002**

❑ **OPTION #1: Automatic Payments (ACH)**

I, as an officer of **Village of Poplar Grove** ("Lessee"), hereby authorize **BB Community Leasing Services, Inc.** ("Lessor") and the bank indicated to initiate debit entries to the Corporate or Personal Checking Account named below. The term, amount and dates of the debit entries correspond to the rental payment dates and amounts indicated in the Lease dated **04/17/2019** and any Amendments thereto, including any changes in the Sales/Use Tax amount. Lessee also authorizes Lessor to debit Lessee's Corporate or Personal Checking Account named below in the amount of $30.00 for each ACH that is returned because of insufficient funds. Lessee further agrees to give Lessor thirty (30) days advance notification of any changes in the bank relationship as listed below. This authority will remain in effect until the terms of the lease are satisfied or when agreed upon by Lessor and Lessee. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

This Account is a: ❑ Personal Account ❑ Corporate Account

Name of Lessee's Financial Institution: _____

Address of Lessee's Financial Institution: _____

Name on Lessee's Account to be debited: _____

Checking Account Number: _____

Bank Routing Number*: _____

*The Bank Routing Number is located between the symbols /: 000000000 /: on the bottom of your check.

PLEASE PROVIDE A VOIDED OR PHOTOCOPY OF A CHECK FOR REFERENCE

× _____ **Date:** _____

Owen Costanza, President

❑ **OPTION #2: Invoice to:** 201 Edson Road, Poplar Grove, IL 61065

× _____ **Date:** _____

Owen Costanza, President

BB COMMUNITY LEASING SERVICES, INC.

A SUBSIDIARY OF BANKERS BANK

INSURANCE AUTHORIZATION LETTER

DATE:04/17/2019 **Lease No.5432-002**

INSURANCE COMPANY: _____

INSURANCE AGENCY: _____

AGENT: ADDRESS: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

RE: Village of Poplar Grove

BB Community Leasing Services, Inc. ("Lessor") has entered into a Lease with **Village of Poplar Grove** ("Lessee") for the following:

Quantity	Description	Serial Number/VIN	Cost
1	2019 Isuzu NR254 17950 Dual Steer Street Sweeper	JALE5W165K7900818	$165,265.00

Total Equipment Cost: **$165,265.00.**

The terms of the Lease require the Lessee to provide the Lessor with the insurance coverage listed below. The Lessee has signed this form at the bottom authorizing you to provide this coverage. Evidence of insurance in the form of a certificate is acceptable until formal endorsements can be issued. It will not be acceptable unless all endorsements are clearly stated.

PLEASE FORWARD A CERTIFICATE IMMEDIATELY FOR THE ENDORSEMENTS INDICATED BELOW TO:

THINTCH@BANKERSBANKUSA.COM

BB Community Leasing Services, Inc.
7700 Mineral Point Road
Madison, WI 53717
Fax: (608) 829-5590

1) **LIABILITY REQUIREMENTS**
   a) $1,000,000 single limit Bodily Injury and Property Damage coverage.
   b) Endorsement naming Lessor as an ADDITIONAL INSURED insofar as this equipment is concerned.
   c) Endorsement giving Lessor ten (10) days written notice of any cancellation, reduction or altering of coverage.
   d) Endorsement "It is understood and agreed that this insurance is primary insofar as it relates to any and all equipment leased from Lessor.
2) **PHYSICAL DAMAGE REQUIREMENTS**
   a) ALL RISK coverage for not less than the total equipment/ facility cost of **$165,265.00**
   b) Endorsement naming Lessor as LOSS PAYEE insofar as this equipment is concerned.
   c) Endorsement giving Lessor ten (10) days written notice of any cancellation, reduction or alteration of coverage.

The undersigned hereby authorizes you to provide Lessor the above coverage.

LESSEE: Village of Poplar Grove

× _____ Date: _____

Owen Costanza, President

Illinois Department of Revenue

ST-587 Equipment Exemption Certificate

Step1: Identify the Seller

The seller must keep this certificate.

Name: BB Community Leasing Services, Inc.
Phone: (608) 829-5533

Address: 7700 Mineral Point Road
Madison, WI 53717

Step 2: Identify the Purchaser

Name: Village of Poplar Grove
Address: 201 Edson Road
Poplar Grove 61065

Phone: (815) 765-3201
Date of Purchase: 04/17/2019
Illinois Account ID number:
FEIN: 36-6009364
SSN:

Step 3: Identify the Lessee

Name: Village of Poplar Grove
Phone:

Address: : 201 Edson Road
Poplar Grove 61065

Step 4: Identify the equipment* you are purchasing (or leasing)

* Equipment includes machinery and repair/replacement parts

Type of Equipment: **2019 Isuzu NR254 17950 Dual Steer Street Sweeper**

Step 5: Identify how you will use this equipment. Check the appropriate box. See instructions.

I state that this equipment will be used

- ☐ primarily in the manufacturing or assembling of tangible personal property for wholesale or retail sale or lease.
- ☐ primarily in production agriculture.
- ☐ primarily in graphic arts production for wholesale or retail sale or lease.

Step 6: Blanket Certificate Check the appropriate box in each section.

I am the identified purchaser, and I certify that

- ☐ all of the purchases that I make from this seller are eligible for the **production agriculture** exemption.
- ☐ the following percentage, _____ %, of all of the purchases that I make from this seller are eligible for the **production agriculture** exemption.
- ☐ all of the purchases that I make from this seller are eligible for the **graphic arts production** exemption.
- ☐ the following percentage, _____ %, of all of the purchases that I make from this seller are eligible for the **graphic arts production** exemption.

Step 7: Sign below

Under penalties of perjury, I state that I have examined this certificate and, to the best of my knowledge, it is true, correct, and complete.

_____ Date _____

Owen Costanza

You may photocopy this form or you may request additional forms by visiting our web site at **tax.illinois.gov**

This form is authorized as outlined under the tax or fee Act imposing the tax or fee for which this form is filed. Disclosure of this information is required. Failure to provide information may result in this form not being processed and may result in a penalty

Form **8038-G**
(Rev. September 2011)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

▶ **Under Internal Revenue Code section 149(e)**
▶ **See separate instructions.**
Caution: *If the issue price is under $100,000, use Form 8038-GC.*

OMB No. 1545-0720

Part I Reporting Authority

If **Amended Return**, check here ▶ ☐

1 Issuer's name
Village of Poplar Grove

2 Issuer's employer identification number (EIN)
36-6009364

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)
Owen Costanza

3b Telephone number of other person shown on 3a
815-765-3201

4 Number and street (or P.O. box if mail is not delivered to street address) — Room/suite
200 N Hill St

5 Report number *(For IRS Use Only)*
3

6 City, town, or post office, state, and ZIP code
Poplar Grove, IL 61065

7 Date of issue
04/17/2019

8 Name of issue

9 CUSIP number

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)
Owen Costanza, Village President

10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11		
12	Health and hospital	12		
13	Transportation	13		
14	Public safety	14		
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17		
18	Other. Describe ▶ **Street Sweeper - Lease**	18	165,265	00
19	If obligations are TANs or RANs, check only box 19a ▶ ☐ If obligations are BANs, check only box 19b ▶ ☐			
20	If obligations are in the form of a lease or installment sale, check box ▶ ☐			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	**04/20/2026**	$ **165,265.00**	$ **n/a**	**7** years	**3.90** %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	
23	Issue price of entire issue (enter amount from line 21, column (b))			23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to currently refund prior issues	27			
28	Proceeds used to advance refund prior issues	28			
29	Total (add lines 24 through 28)			29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the bonds to be currently refunded ▶	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded ▶	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶	
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b	Enter the final maturity date of the GIC ▶ _____			
c	Enter the name of the GIC provider ▶ _____			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool obligation ▶ _____

c Enter the EIN of the issuer of the master pool obligation ▶ _____

d Enter the name of the issuer of the master pool obligation ▶ _____

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . ▶ ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶ _____

c Type of hedge ▶ _____

d Term of hedge ▶ _____

42 If the issuer has superintegrated the hedge, check box . . . . . ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement . . . . . ▶ _____

b Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Signature of issuer's authorized representative Date ▶ _____ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN

Firm's name ▶ | Firm's EIN ▶

Firm's address ▶ | Phone no.

SOSNOWSKI | SZETO LLP

6735 Vistagreen Way | Suite 300 | Rockford, IL 61107
Main: 815.900.7272 | Fax: 815.900.7444
www.SosnowskiSzeto.com

April 15, 2019

Attn: **Michael LaSalle**
BB Community Leasing Services, Inc.
7700 Mineral Point Road
Madison, Wisconsin 53717

Re: Schedule of Property No. **5432-002**, dated **4/17/2019**, to Master Equipment Lease/Purchase Agreement Number **3717** dated as of **4/17/2019,** between **BB Community Leasing Services, Inc.,** as Lessor and **Village of Poplar Grove**, as Lessee.

Michael:

As legal counsel to **Village of Poplar Grove** , (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease/Purchase Agreement, dated as of **4/17/2019**, and Exhibits thereto by and between **BB Community Leasing Services, Inc.** (the "Lessor") and **Village of Poplar Grove** , (the "Agreement") and an executed counterpart of Schedule of Property No. **5432-002**, dated **4/17/2019**, by and between Lessor and Lessee (the "Schedule"), which, among other things, provides for the lease with option to purchase to the Lessee of certain property listed in the Schedule (the "Equipment"), (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorize Lessee to execute the Agreement and the Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinion. The Schedule and the terms and provisions of the Agreement incorporated therein by reference together with the Rental Payment Schedule attached to the Schedule are herein referred to collectively as the "Lease".

In rendering this opinion, we have assumed without inquiry:

a) The authenticity of all documents submitted to us as copies of the originals, and the conformity of such copies to the originals as they are finally executed and delivered by Lessee and Lessor;
b) That the Lease has been or will be duly authorized, executed and delivered by Lessor;
c) That the Lease constitutes valid, legal and binding obligations of Lessor enforceable against Lessor in accordance with its terms; and
d) That the Lease accurately describes and contains the mutual understandings of the parties, and that there are not oral or written statements or agreements that modify, amend or vary, or purport to modify, amend or vary, any of the terms thereof.

Based on the foregoing, I am of the following opinion:

1) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, or has a substantial amount of one the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, or (c) police power;

2) The name of the lessee contained in the Lease is the correct legal name of the Lessee;

3) Lessee has the requisite power and authority to lease and acquire the Equipment with an option to purchase and to execute and deliver the Lease and to perform its obligations under the Lease;

4) The Lease has been duly authorized, approved, executed, and delivered by and on behalf of Lessee and the Lease is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, subject to (i) all applicable bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium and other similar laws; (ii) the qualification that certain waivers, restrictions and remedies provided for in this Lease, including without limitation certain indemnification obligations, may be wholly or partially unenforceable under **Illinois** law; and (iii) general principles of equity.

5) The authorization, approval, execution, and delivery of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state laws; and

6) To the best of my knowledge, there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transaction contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment thereunder.

All of the opinions set forth above are also subject to the following qualifications, limitations and exceptions:

a) The opinions expressed herein are limited to matters governed by the laws of the State of **Illinois**. No opinion is expressed regarding the laws of any other jurisdiction.
b) The opinions expressed herein are based upon the law in effect on the date hereof, and we assume no obligation to revise or supplement them if the law is changed by legislative action, judicial decision or otherwise.

All capitalized terms herein shall have the same meanings as in the Lease unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments, are entitled to rely on this opinion.

Sincerely,

Aaron Szeto
Village Attorney