

VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, August 14, 2024 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

APPROVAL OF AGENDA (Voice Vote)

APPROVAL OF MINUTES (Voice Vote)

- <u>1.</u> Motion to approve Public Hearing meeting minutes July 10, 2024.
- 2. Motion to approve minutes from June 19, 2024 Board of Trustee Minutes.
- 3. Motion to approve July 10, 2024 Board of Trustee Meeting minutes.

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.

NEW BUSINESS

- 4. Motion to discuss/approve the Petition for amendment to the Annexation Agreement with Gerstad Builders, Inc. and Harris Farms, Oak Lawn LTD.
- 5. Motion to discuss/approve a new liquor license for GOE, LLC d/b/a Ocello's Pizza & Italian Restaurant for Class A,D,J.
- <u>6.</u> Motion to discuss/approve The Shortline, Inc. Class E liquor license.

- 7. Motion to discuss/approve quote from Sabel Mechanical for the Collection Point Pump in the amount of \$30,079.12.
- 8. Motion to discuss/approve bid approval for East Edson Public Works shop residing and roof repair.
- 9. Motion to discuss SCADA and Complete Integration & Services update.
- <u>10.</u> Motion to discuss/approve Electrical Aggregate program to the lowest bidder for Village service.
- <u>11.</u> Motion to discuss/approve Cleaning quotes for Village Hall.
- <u>12.</u> Motion to discuss and possible action for bid approval with a Private Security Firm for Village Hall.

EXECUTIVE SESSION

13. Motion to go into executive session pursuant to 5 ILCS 120/2(c)(11) Pending Litigation when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent.

NEW BUSINESS

14. Motion to discuss/approve the release of audio and video for the July 10, 2024 Executive Session meeting.

ADJOURNMENT (Voice Vote)

KJ 08/09/2024



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

Minutes – PUBLIC HEARING

Wednesday, July 10, 2024 - 6:45 PM

200 N. Hill Street, Poplar Grove, IL 61065

MINUTES

ROLL CALL

The meeting called to order by President Sattler at 6:51 pm PRESENT President Don Sattler Admin Chairman Owen Costanza Finance Chairman Jeff Goings Trustee Dan Cheek **Trustee Austin Davies Trustee Bruce Moore Trustee Betsy Straw** Clerk Karri Miller Attorney Keri-Lyn Krafthefer Treasurer Carina Boyd **APPROVAL OF AGENDA**

Motion made by Trustee Cheek, Seconded by Admin Chairman Costanza. Motion passed by voice vote.

CONVENE PUBLIC HEARING

FY 2025 Annual Budget Appropriations. Motion made by Admin Chairman Costanza, Seconded by Trustee Cheek. Public Hearing opened at 6:53 pm Treasurer Boyd went over the budget. **PUBLIC COMMENT** Judy Fiene - Stated concerns about the proposed hiring of a village administrator and the

associated costs.

Kristi Richardson - Stated that she would like transparency in the budget and the allocation of funds for various community events and training.

Elizabeth Brinkley - Stated concerns about the conduct and organization of the meetings, citing dysfunction and lack of order.

CLOSE PUBLIC HEARING

Motion made by Trustee Straw, Seconded by Trustee Davies to close public hearing. Motion passed by voice vote. The Public Hearing closed at 7:53pm ADJOURNMENT

Motion made by Trustee Straw, Seconded by Trustee Davies. Motion passed by voice vote.

The meeting adjourned at 7:23 pm



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, June 19, 2024 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

CALL TO ORDER President Sattler called the meeting to order at 7:00 pm

ROLL CALL

PRESENT President Don Sattler Admin Chairman Owen Costanza via phone Finance Chairman Jeff Goings Trustee Dan Cheek Trustee Dan Cheek Trustee Austin Davies Trustee Bruce More Trustee Bruce More Trustee Betsy Straw Attorney Keri-Lyn J. Krafthefer Clerk Karri Miller Treasurer Chris Dopkins Public Works Director David Howe Wastewater Director Ion Steer

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

Motion made by Finance Chairman Goings, Seconded by Trustee Cheek to allow Trustee Costanza to participate via phone.

Voting Yea: Admin Chairman Costanza, Finance Chairman Goings, Trustee Cheek, Trustee Davies, Trustee More, Trustee Straw

APPROVAL OF AGENDA (Voice Vote)

Motion made by Admin Chairman Costanza, Seconded by Trustee Moore. Voting Yea: Admin Chairman Costanza, Finance Chairman Goings, Trustee Cheek, Trustee Davies, Trustee Moore, Trustee Straw

APPROVAL OF MINUTES (Voice Vote)

 Motion to approve minutes from May 29, 2024 Special Board Meeting Motion made by Trustee Cheek, Seconded by Finance Chairman Goings. Voting Yea: Admin Chairman Costanza, Finance Chairman Goings, Trustee Cheek, Trustee Davies, Trustee Moore, Trustee Straw

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.

No public comment

DEPARTMENT REPORTS

- 2. Engineer Report, McMahon The contractor plans to start the road project next week
- Public Works Report, David Howe Sidewalk repairs are going on around the village. The Ravens Crest sign will need to be taken down and replaced.
- 4. Treasurer Report, Carina Boyd no questions
- 5. Wastewater Report, TEST President Sattler will be with Ion to tour the North Plant on July 3, 2024

UNFINISHED BUSINESS

6. Motion to discuss and possible approval of selection of contractor to perform tennis court restoration repairs.

Motion made by Trustee Cheek, Seconded by Trustee Straw.

Engineer Dopkins went over the quote and the needs of the tennis court. Dopkins suggested that the board go with Midwest Sports for the repairs.

Engineer Dopkins will create a resolution and bring to the board for final approval. Discussion Only

NEW BUSINESS

Presentation for BS&A Software upgrade with Keegan Nixon.
 Motion made by Finance Chairman Goings, Seconded by Trustee Moore.
 BS&A representative Keegan Nixon went over the software program and how it works.
 Trustees asked questions to Mr. Nixon.
 Discussion only

- Motion to discuss and possible action for BS&A software upgrade with the of purchase Community Development and Purchase Order modules. Trustees skipped
- 9. Motion to discuss/approve Ordinance 2024- An Ordinance of the Village of Poplar Grove, Illinois amending Title I, Administration, Chapter 6, Village Officers and Employees, amending section 1-6-6, Salaries and Chapter 6, Article A, Village Clerk, section 1-6A-2.1, Salary to the Village of Poplar Grove Code of Ordinances. The motion was made by Trustee Straw and seconded by Finance Chairman Goings. Voting Yea: Admin Chairman Costanza, Finance Chairman Goings, Trustee Cheek, Trustee Davies, Trustee More, Trustee Straw

Trustee Costanza asked for the mayor's salary to go from \$15,000 to \$10,000, including \$500 for the role of Liquor Commissioner. Voting Yea: Admin Chairman Costanza, Finance Chairman Goings, Trustee Cheek, Trustee Davies, Trustee More, Trustee Straw

Debate on reducing the Trustee's salary from \$5,500 to \$5,000 annually, with considerations on the impact of the reduction.

Motion made by Finance Chairman Goings, Seconded by Admin Chairman Costanza to change the pay for the Trustees to \$5,000 Voting Yea: Admin Chairman Costanza, Finance Chairman Goings, Trustee Cheek, Trustee Moore Voting Nay: Trustee Davies, Trustee Straw

Motion made by Trustee Davies, Seconded by Trustee Straw to change the Village President's salary to \$10,000 to include the liquor commissioner's annual salary. Voting Yea: Admin Chairman Costanza, Finance Chairman Goings, Trustee Cheek, Trustee Davies, Trustee More, Trustee Straw

- 10. Motion to discuss/approve to approve check disbursement for payments scheduled to be paid prior to June 30, 2024, in the amount of \$204,608.94 in AP checks, \$17,487.41 in insurance expense checks, \$25,344.53 EFTS, and Payroll with estimates included \$72,836.66 for a grand total of \$320,277.54. Motion made by Finance Chairman Goings, Seconded by Trustee Cheek. Voting Yea: Admin Chairman Costanza, Finance Chairman Goings, Trustee Cheek, Trustee Davies, Trustee Moore, Trustee Straw Trustee Goings stated that the big payment was a payment for Larson and Larson for the Public Works Building.
- 11. Motion to discuss/approve Resolution 2024- A Resolution of the Village of Poplar Grove to adopt a vision statement for the Village's source water protection plan.

The motion was made by Finance Chairman Goings and seconded by Trustee Cheek. Voting Yea: Admin Chairman Costanza, Finance Chairman Goings, Trustee Cheek, Trustee Davies, Trustee More, Trustee Straw Engineer Dopkins stated that this resolution is required by the state.

GOOD OF THE VILLAGE

 Community Open House June 26th, 2024 - 6:00 pm Board of Trustee Meeting July 10th, 2024 - 7:00 pm Board of Trustee Meeting July 17th, 2024 - 7:00 pm Planning and Zoning Meeting July 24th, 2024 - 6:00 pm

ADJOURNMENT (Voice Vote)

The motion was made by Finance Chairman Goings and seconded by Trustee More. Voting Yea: Admin Chairman Costanza, Finance Chairman Goings, Trustee Cheek, Trustee Davies, Trustee Moore, Trustee Straw The meeting adjourned at 8:50 pm



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, July 10, 2024 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

CALL TO ORDER

The meeting was called to order by the Village President, Don Sattler, at 7:10 PM.

ROLL CALL

PRESENT President Don Sattler Admin Chairman Owen Costanza Finance Chairman Jeff Goings Trustee Dan Cheek Trustee Austin Davies Trustee Bruce Moore Trustee Betsy Straw Clerk Karri Miller Attorney Keri-Lyn Krafthefer Treasurer Carina Boyd

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

None

APPROVAL OF AGENDA (Voice Vote)

Motion made by Admin Chairman Costanza, Seconded by Trustee Moore. Motion passed by voice vote.

APPROVAL OF MINUTES (Voice Vote)

 Motion to approve Special Village of Trustee Board Minutes from June 5, 2024 Motion made by Trustee Cheek, Seconded by Admin Chairman Costanza. Motion passed by voice vote. Motion to approve Board of Trustee Meeting Minutes from June 12, 2024 Motion made by Admin Chairman Costanza, Seconded by Trustee Cheek. Motion passed 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.

Andrew Reitz - Mr. Reitz stated that at this time the Village should not hire a Village Administrator. Mr. Reitz stated that he has worked in government for 20 years and just retired. He stated that he has seen a lot of wasteful spending and believes a Village Administrator is not needed at this time.

Dave Rieherst - Mr. Rieherst feels that spending \$200,000.00 for an admin position with any chance of open hiring is not something he can support.

NEW BUSINESS

3. Motion to discuss and possible action on **Ordinance 2024-15** 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, 2024 and ending on the 30th day of April, 2025 (FY 2025).

Motion made by Trustee Davies, Seconded by Admin Chairman Costanza. Voting Yea: Trustee Davies, Trustee More, Trustee Straw, President Sattler Voting Nay: Admin Chairman Costanza, Finance Chairman Goings, Trustee Cheek

- Presentation by auditors.
 Motion made by Admin Chairman Costanza, Seconded by Finance Chairman Goings.
 Jim E. from Green Forensics discussed the progress of the forensic audit. They have scanned credit card receipts and inspected various invoices to ensure compliance with state laws and village policies. They expect to provide a draft report within 2-3 weeks.
- 5. Discussion and possible action to amend agreement with auditors to include additional years.

Motion made by Trustee Straw, Seconded by Trustee Davies. Voting Yea: Trustee Davies, Trustee Moore, Trustee Straw, President Sattler Voting Nay: Admin Chairman Costanza, Finance Chairman Goings, Trustee Cheek President Sattler stated the this is modification to the auditor's engagement letter, clarifying the audit period to cover calendar years 2017 and 2022-2023.

UNFINISHED BUSINESS

6. Motion to discuss and possible action regarding next steps related to BS&A software upgrade.

Motion made by Admin Chairman Costanza, Seconded by Finance Chairman Goings.

Trustees and President Sattler discussed covering essential upgrades required for water billing and code compliance software. There were concerns regarding the current system's efficiency and potential vulnerabilities if the network is compromised. The discussion was deferred based on budgetary assessments.

EXECUTIVE SESSION

7. Motion to go into executive session pursuant to 5 ILCS 120/2(c) (1) Personnel - The appointment, employment compensation, discipline, performance, or dismissal of specific employees of the public body, or legal counsel for the public body and 5 ILCS 120/(c)(3) The selection of a person to fill a public office - Interview candidates for Village Administrator.

Motion made by Trustee Davies, Seconded by Trustee Straw to go into executive session.

Voting Yea: Trustee Cheek, Trustee Davies, Trustee Moore, Trustee Straw Voting Nay: Admin Chairman Costanza, Finance Chairman Goings The board went into executive session at 8:27 pm Motion made by Trustee Straw, Seconded by Trustee Moore to come out of executive

session

Voting Yea: Trustee Davies, Trustee Moore, Trustee Straw

The board came out of executive session at 10:12 pm

PRESENT President Don Sattler Trustee Austin Davies Trustee Bruce More Trustee Betsy Straw Clerk Karri Miller Attorney Keri-Lynn Krafthefer ABSENT Admin Chairman Owen Costanza Finance Chairman Jeff Goings Trustee Dan Cheek

NEW BUSINESS

- Motion to discuss and possible action to hire a Village Administrator.
 Motion made by Trustee Straw, Seconded by Trustee Davies to table discussion and action to hire a Village Administrator. Motion passed by voice vote.
- 9. Motion to discuss/approve quote for the Ravens Crest entrance sign from Timber Line Sign Company.

Motion made by Trustee Straw, Seconded by Trustee Davies to table discussion and action to approve quote for the Ravens Crest entrance Sign from Timber Line Sign Company. Motion passed by voice vote.

ADJOURNMENT (Voice Vote)

Motion made by Trustee Davies, Seconded by Trustee Straw. Motion passed by voice vote. The meeting adjourned at 10:13pm

FIRST AMENDMENT TO ANNEXATION AGREEMENT

This First Amendment to Annexation Agreement (the "First Amendment") dated August 16, 2004, is made by and between the Village of Poplar Grove, an Illinois municipal corporation ("Village"), and GERSTAD BUILDERS, INC. and HARRIS FARMS, OAK LAWN LTD. (collectively "Owner").

WHEREAS, the Village and predecessors to the Owner entered into an Annexation Agreement dated August 16, 2004 (the "Annexation Agreement") for the real estate legally described in Exhibit "A", attached hereto and made a part hereof (the "Property").

WHEREAS, the Annexation Agreement allows for the amendment of the Agreement upon mutual consent of the parties, by adoption of an ordinance by the Village approving said Amendment as provided by law.

WHEREAS, under the Illinois Municipal Code, the Annexation Agreement may be amended by the corporate authorities, pursuant to notice published once in a newspaper of general circulation in the annexing municipality at least 15 but not more than 30 days prior to the Village Board hearing on the proposed amendment.

WHEREAS, the parties have published the appropriate notice pursuant to the Illinois Municipal Code and the Village Board heard this matter on August 14, 2024.

NOW, THEREFORE, the parties amend the Annexation Agreement as set forth below:

1. That the original parties named in the Annexation Agreement shall now be Gerstad Builders, Inc. and Harris Farms, Oak Lawn Ltd., as successor Owners.

2. Under Paragraph 3, the parties acknowledge that the Village had previously rezoned the Property to the R-3 Zoning District. Notwithstanding anything to the contrary contained in the R-3 Zoning District of the Village, the parties agree that the Owner and/or Developer shall be able

to continue to build on the Subject Property with the bulk requirements that were previously set forth in the D-1 Residential Zoning District and as set forth on the final plat of subdivision for Dawson Creek.

3. Under Paragraph 6, the parties agree that the water connection fee for purposes of issuing a building permit shall be the sum of \$3,000.00 for each connection rather than \$1,500.00.

4. The parties agree that Paragraph 9 of the Annexation Agreement is hereby deleted.

5. All other terms and provisions set forth in the original Annexation Agreement shall continue in full force and effect except as modified herein.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first written above.

Village:

VILLAGE OF POPLAR GROVE, an Illinois Municipal Corporation

By: ___

Village President

ATTEST:

Village Clerk

GERSTAD BUILDERS, INC.

Ву:_____

Its President

HARRIS FARMS, OAK LAWN, LTD.

By: ______ Its _____

EXHIBIT A

The East Half (1/2) of the Northwest Quarter (1/4) and the East Half (1/2) of the Southwest Quarter (1/4) EXCEPTING THEREFROM the South 1064.7 feet of the East 380.0 feet of the East Half (1/2) of the Southwest Quarter (1/4), all in Section Thirty-six (36), Township Forty-five (45) North, Range Three (3) East of the Third (3^{rd}) Principal Meridian, situated in Boone County, Illinois.

IN THE MATTER OF)
GERSTAD BUILDERS, INC., AND)
HARRIS FARMS, OAK LAWN LTD.)
FOR AN AMENDMENT TO AN)
ANNEXATION AGREEMENT WITH)
THE VILLAGE OF POPLAR GROVE,)
BOONE, COUNTY, ILLINOIS.)

LEGAL NOTICE

Notice is hereby given that on August 14, 2024 at 7:00 p.m. a public hearing will be held by the Village Board of the Village of Poplar Grove, Boone County, at 200 N. Hill St., Poplar Grove, IL 61065, for the purpose of hearing and considering testimony as to the petition of Gerstad Builders, Inc. and Harris Farms, Oak Lawn, Ltd., for an amendment to an Annexation Agreement dated August 16, 2004, with the Village of Poplar Grove ("Village") described as follows:

The East Half (1/2) of the Northwest Quarter (1/4) and the East Half (1/2) of the Southwest Quarter (1/4) EXCEPTING THEREFROM the South 1064.7 feet of the East 380.0 feet of the East Half (1/2) of the Southwest Quarter (1/4), all in Section Thirty-six (36), Township Forty-five (45) North, Range Three (3) East of the Third (3^{rd}) Principal Meridian, situated in Boone County, Illinois.

Commonly known as Dawson Creek subdivision located at Orth Road and Cobblestone Trail, Poplar Grove, Illinois.

The property is within the corporate limits of the Village of Poplar Grove and is currently zoned D-3 Residential District. The Petitioners request that the terms and conditions of the Annexation Agreement dated August 16, 2004, be extended for ten (10) years, through August 16, 2034.

You are further notified that the proposed annexation agreement may be changed, altered, modified, amended or redrafted in its entirety after the public hearing.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard.

Dated this 22nd day of July, 2024

Village Clerk Village of Poplar Grove

Prepared by: Mark S. Saladin ZANCK, COEN, WRIGHT & SALADIN, P.C. Attorneys for Petitioners 40 Brink Street Crystal Lake, Illinois 60014 815-459-8800



PO Box 631200 Cincinnati, OH 45263-1200

AFFIDAVIT OF PUBLICATION

Zanck, Coen, Wright & Saladin 40 Brink St Crystal Lake IL 60014

STATE OF ILLINOIS, COUNTY OF WINNEBAGO

The Rockford Register Star, a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Rockford, County of Winnebago, Township of Rockford, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

That the attached or annexed was published in the issue dated:

07/29/2024

and that the fees charged are legal. Sworn to and subscribed before on 07/29/2024

C Dotto	
Legal Clerk	
Natory State of WI County of Proven	

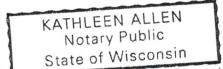
Notary, State of WL/County of Brown

My commission expires

Publication Cost: Tax Amount: Payment Cost:	\$176.30 \$0.00 \$176.30	
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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.



VILLAGE OF POPLAR GROVE

BOONE COUNTY, ILLINOIS IN THE MATTER OF GERSTAD BUILDERS, INC., AND HARRIS FARMS, OAK LAWN LTD. FOR AN AMENDMENT TO AN ANNEXATION AGREEMENT WITH THE VILLAGE OF POPLAR GROVE, BOONE, COUNTY, ILLINOIS.

LEGAL NOTICE

Notice is hereby given that on August 14, 2024 at 7:00 p.m. a public hearing will be held by the Village Board of the Village of Poplar Grove, Boone County, at 200 N. Hill St., Poplar Grove, 61065, for the purpose of hearing and considering testimony as to the petition of Gerstad Builders, Inc. and Harris Farms, Oak Lawn, Ltd., for an amendment to an Annexation Agreement dated August 16, 2004, with the Village of Poplar Grove ("Village") described as follows:

The East Half (1/2) of the Northwest Quarter (1/4)and the East Half (1/2) of the Southwest Quarter (1/4) EXCEPTING THEREFROM the South 1064.7 feet of the East 380.0 feet of the East Half (1/2) of the Southwest Quarter (1/4), all in Section Thirty-six (36), Township Forty-five (45) North, Range Three (3) East of the Third (3rd) Principal Meridian, situated in Boone County, Illinois.

Commonly known as Dawson Creek subdivision located at Orth Road and Cobblestone Trail, Poplar Grove, Illinois. The property is within the corporate limits of the Village of Poplar Grove and is currently zoned D-3 The Residential District. Petitioners request that the terms and conditions of the Annexation Agreement dated August 16, 2004, be extended for ten (10) years, through August 16, 2034. You are further notified that the proposed annexation agreement may be changed, altered, modified, amended or redrafted in its entirety after the public hearing. All interested parties are invited to attend the public

hearing and will be given an opportunity to be heard. Dated this 22nd day of July, 2024

Village Clerk Village of Poplar Grove Prepared by: Mark S. Saladin ZANCK, COEN, WRIGHT & SALADIN, P.C. Attorneys for Petitioners 40 Brink Street Crystal Lake, Illinois 60014 815-459-8800 July 29 2024 LILS0135252



ZANCK, COEN, WRIGHT & SALADIN, P.C.

ATTORNEYS AT LAW

Mark S. Saladin Tamara A. Marshall Jennifer L. Johnson Heather B. Kroencke* Vonda Vaughn Schmidt

*Also licensed in Wisconsin

Carolina A. Schottland Tyler M. Wilke Jonathan B. Kaman*

> Of Counsel James L. Wright Timothy J. Somen

Patrick D. Coen (Retired) Thomas C. Zanck (Retired)

June 10, 2024

Sent Via Email kjaster@villageofpoplargrove.com & *Regular US Mail*

Village of Poplar Grove Attn: Katie Jaster, Deputy Clerk 200 N. Hill Street Poplar Grove, IL 61065

IN RE: Gerstad Builders, Inc. and Haris Farms, Oak Lawn LTD. Regarding Dawson Creek Subdivision

Dear Katie:

Our office is representing Gerstad Builders, Inc., with respect to a request for an extension of the existing Annexation Agreement that covers the aforementioned subdivision.

It is our understanding that the Annexation Agreement will expire on/about August 16, 2024. Therefore, we enclose a Petition for an Amendment to the Annexation Agreement to extend the time frame for an additional ten years through August 16, 2034.

We would ask that the matter be placed on an agenda before the Village Board and provide me with the appropriate time so that I might serve the legal notice to the newspaper for publication of the Village Board meeting.

If you require any addition copies or fees please contact me so that we can discuss same. If you have any questions please call.

Very truly yours,

ADIN. P.C. COE

c-Roger Gerstad MSS:hah Enclosures

BEFORE THE CORPORATE AUTHORITIES OF THE VILLAGE OF POPLAR GROVE, BOONE COUNTY, ILLNOIS

IN THE MATTER OF GERSTAD BUILDERS, INC. AND HARRIS FARMS, OAK LAWN LTD. FOR AN AMENDMENT TO AN ANNEXATION AGREEMENT WITH THE VILLAGE OF POPLAR GROVE, BOONE COUNTY, ILLINOIS.

PETITION FOR AMENDMENT TO AN ANNEXATION AGREEMENT

)

Pursuant to 65 ILCS 5/11-15.1-1, the undersigned GERSTAD BUILDERS, INC. and HARRIS FARMS, OAK LAWN LTD. (collectively "Petitioner"), under oath, do hereby respectfully petition that the Village of Poplar Grove enter into an amendment to the Annexation Agreement ("Annexation Agreement") dated August 16, 2004, between Donnie M. Johnson, Beverly Johnson and Concept Development, LLC (collectively "Owner") and the Village of Poplar Grove ("Village"), and in support hereof, states as follows:

1. Gerstad Builders, Inc. and Harris Farms, Oak Lawn Ltd. are the current record title holders of the real estate which is the subject of said Annexation Agreement. Gerstad Builders, Inc. is owner of a portion of said real estate, the legal description of which is set forth on Exhibit "A" attached hereto and made a part hereof ("Gerstad Parcel"). The Gerstad Parcel encompasses part of the annexed property. Harris Farms, Oak Lawn, Ltd., is the owner of the balance of the real estate set forth in the Annexation Agreement (the "Harris Farms Parcel"). The Gerstad Parcel and the Harris Farms Parcel are collectively referred to as the "Real Estate".

2. The Petitioners are the successors to the Owner from the original Annexation Agreement.

3. The Real Estate is within the corporate limits of the Village of Poplar Grove and is zoned D-1 Residential District pursuant to Section 8-1-5F of the Poplar Grove Zoning Ordinance.

4. The Petitioner requests that the terms and conditions of the Annexation Agreement dated August 16, 2004, be extended for ten (10) years, through August 16, 2034;

5. In all other respects, the terms and provisions of the Annexation Agreement dated August 16, 2004, are confirmed by the Parties.

WHEREFORE, the undersigned, as the record title holders of the Real Estate which is the subject matter of this Petition hereby requests that the Corporate Authorities of the Village of Poplar Grove enter into an Amendment to the Annexation Agreement as set forth above.

The undersigned Petitioner, having read the above and foregoing Petition hereby acknowledges that the same is true in substance and in fact.

GERSTAD BUILDERS, INC. By: Pres Ks:

HARRIS FARMS, OAK LAWN LTD.

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SUBSCRIBED AND SWORN TO before me this 3rd day of . Jone, 2024. Notary Public "OFFICIAL SEAL" LYNDA M WHITING Notary Public, State Of Illinois Commission No. 891400 Commission Expires March 29, 2027

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2024.

DIANE KAY GERSTAD Official Seal Notary Public - State of Illinois My Commission Expires Jan 25, 2025

EXHIBIT A

PART OF THE EAST HALF OF THE SOUTHWEST 1/4 AND PART OF THE EAST HALF OF THE NORTHWEST 1/4 OF SECTION 36. TOWNSHIP 45 NORTH, RANGE 3 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN BOONE COUNTY. ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE NORTH 01 DEGREE 00 MINUTES 18 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 1479.00 FEET TO THE CENTERLINE OF BEAVER CREEK AS NOW LOCATED. WHICH RUNS NORTHEASTERLY AND SOUTHWESTERLY THROUGH THE EAST HALF OF THE WEST HALF OF SAID SECTION AND TO THE POINT OF BEGINNING FOR THE FOLLOWING DESCRIBED TRACT; THENCE NORTH 89 DEGREES 18 MINUTES 45 SECONDS WEST, 144.00 FEET; THENCE NORTH 18 DEGREES 53 MINUTES 06 SECONDS EAST, 201.00 FEET; THENCE SOUTH 87 DEGREES 49 MINUTES 14 SECONDS WEST, 320.00 FEET; THENCE SOUTH 45 DEGREES 05 MINUTES 41 SECONDS WEST, 120.00 FEET; THENCE SOUTH 08 DEGREES 16 MINUTES 02 SECONDS WEST, 107.00 FEET; THENCE NORTH 82 DEGREES 08 MINUTES 10 SECONDS WEST, 267.00 FEET; THENCE SOUTH 44 DEGREES 56 MINUTES 14 SECONDS WEST 333.00 FEET; THENCE SOUTH 07 DEGREES 17 MINUTES 31 SECONDS WEST, 277.00 FEET; THENCE SOUTH 33 DEGREES 33 MINUTES 37 SECONDS WEST, 90.00 FEET; THENCE SOUTH 04 DEGREES 41 MINUTES 44 SECONDS WEST, 126.00 FEET; THENCE SOUTH 38 DEGREES 04 MINUTES 21 SECONDS WEST, 146.00 FEET; THENCE SOUTH 09 DEGREES 29 MINUTES 37 SECONDS EAST, 91.00 FEET; THENCE NORTH 66 DEGREES 51 MINUTES 31 SECONDS EAST, 190.00 FEET; THENCE SOUTH 16 DEGREES 03 MINUTES 15 SECONDS EAST, 182.00 FEET; THENCE SOUTH 69 DEGREES 14 MINUTES 07 SECONDS WEST, 310.00 FEET; THENCE SOUTH 42 DEGREES 02 MINUTES 56 SECONDS EAST, 209.00 FEET; THENCE SOUTH 63 DEGREES 28 MINUTES 04 SECONDS EAST, 178.00 FEET; THENCE SOUTH 53 DEGREES 00 MINUTES 11 SECONDS WEST, 325,00 FEET; THENCE SOUTH 78 DEGREES 54 MINUTES 18 SECONDS WEST 104.00 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST 1/4 OF SAID SECTION (THE LAST NINETEEN PREVIOUSLY DESCRIBED COURSES. BEING ALONG THE MEANDERING CENTERLINE OF BEAVER CREEK AS AFORESAID); THENCE SOUTH 00 DEGREES 58 MINUTES 19 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST 1/4 OF SAID SECTION, 2610.97 FEET TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTH 87 DEGREES 57 MINUTES 05 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION, 944.96 FEET TO A POINT WHICH IS 380.00 FEET WEST FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTH 01 DEGREE 00 MINUTES 18 SECONDS WEST, PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION, 1110.77 FEET; THENCE NORTH 87 DEGREES 57 MINUTES O5 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION, 380.00 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTH 01 DEGREE 00 MINUTES 18 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 1524.61 FEET TO THE POINT OF BEGINNING

04 RII012

FILED FOR RECORD BOONE COUNTY, IL.

2004 SEP 16 PM 3: 33

Ayence E. Schroeder

ROOKE COUNTY RECORDER

ORDINANCE NO. <u>61</u> AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT

WHEREAS, it is in the best interest of the Village of Poplar Grove, Boone County, Illinois, that a certain Annexation Agreement pertaining to the property known as Concept Development, LLC, an Illinois limited liability company, be entered into; and

WHEREAS, the Owners, Donnie M. and Beverly Johnson, are the legal owners of record of the territory which is the subject of said Agreement, and the Developer, Concept Development, LLC, an Illinois limited liability company, as the Developer are ready, willing and able to enter into said Agreement and to perform the obligations as required hereunder; and

WHEREAS, the statutory procedures provided in Sections 11-15.1-1 et seq. Of the Illinois Municipal Code, as amended, for the execution of said Annexation Agreement and amendment to an annexation agreement have been fully complied with.

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

SECTION 1: That the President be and he is hereby authorized and directed, and the Village Clerk is directed to attest, a document known as "Annexation Agreement" dated August 9, 2004 as to property between the Village and Donnie and Beverly Johnson as Owners, and Concept Development, LLC, as Developer consisting of 22 pages, plus exhibits, is made a part hereof.

SECTION 2: All prior ordinances or parts of ordinances to the extent that they are inconsistent with the provisions of this ordinance, are hereby repealed.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law.

PASSED by the Village Board of Trustees of the Village of Poplar Grove, Illinois, this <u>9th</u> day of <u>August</u>, 2004.

Approved:

Presidént

ATTEST:

esita Sukr

illage Clerk

AYES:	
NAYS:	
ABSENT:	
ABSTAIN:	
Date Approved: 16 August	_, 2004.
Date Published:	, 2004.
SPONSOR'	

Prepared by: And Return to: **TOBIN & RAMON** 530 South State Street, #200 Belvidere, IL 61008 (815) 544-0316

F:\WPFILES\Zoning.anx\C\2004\ConceptDevelopment.Ordinance.authorexec.Aug4.wpd

-2- 2

EXHIBIT A

LEGAL DESCRIPTION

The East Half (1/2) of the Northwest Quarter (1/4) and the East Half (1/2) of the Southwest Quarter (1/4) EXCEPTING THEREFROM the South 1064.7 feet of the East 380.0 feet of the East Half (1/2) of the Southwest Quarter (1/4), all in Section Thirty-six (36), Township Forty-five (45) North, Range Three (3) East of the Third (3rd) Principal Meridian, situated in Boone County, Illinois.

Item 4.

ANNEXATION AGREEMENT

This Agreement made and entered into this <u>7</u> day of <u>144</u>, 2004, between the VILLAGE OF POPLAR GROVE, an Illinois Municipal corporation located in Boone County, Illinois (hereinafter referred to as the "Village") and DONNIE M. JOHNSON and BEVERLY JOHNSON, husband and wife (hereinafter collectively referred to as the "Owner") and CONCEPT DEVELOPMENT, LLC, an Illinois Limited Liability Company, (hereinafter collectively referred to as the "Developer") (hereinafter collectively referred to as the "Owners").

WITNESETH:

WHEREAS, the Owners are the record Owners of that certain unincorporated land (hereinafter referred to as "Property") comprising approximately 150 acres of land in unincorporated Boone County described on Exhibit "A" attached hereto and being a part of the Property identified on the Annexation Map attached as Exhibit "B" attached hereto; and

WHEREAS, Owner and the Village (hereinafter collectively referred to as "Parties" and individually referred to as "Party") desire to enter into this Agreement pursuant to the provisions of 65 ILCS 5/11-15.1-1 et seq. in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, as of the date of this Agreement, the Property along with other real property to be annexed simultaneously with the property is contiguous to the corporate limits of the Village and can be legally annexed to the Village in accordance with currently applicable statutes and ordinances at this time; and

WHEREAS, the Owner has executed all petitions and other documents that are necessary to accomplish the annexation of the Property to the Village and have caused the same to be filed with the Village; and Item 4

WHEREAS, a proposed Annexation Agreement, in substance and form substantially the same as this Agreement, was submitted to the Village by Owner and a public hearing of the President and Village Board of the Village of Poplar Grove was convened and properly conducted on <u>July 6, 2004</u> to consider the petition for approval of this Annexation Agreement and said public hearing was held pursuant to notice as provided by statute; and

WHEREAS, all notices, publications, procedures, public hearings and other matters attendant to the consideration and approval of the execution of this Agreement have been given, made, held and performed by the Village as required by Section 65 ILCS 5/7-1-8 and Section 65 ILCS 5/11-15.1-1 et seq. of the Illinois Municipal Code and all other applicable state statutes and all applicable ordinances, regulations and procedures of the Village; and

WHEREAS, the Owner desires that the Property be zoned as D-1-Residential District zoning under the Village Code of Ordinances of the Village of Poplar Grove, Illinois (Chapter 8 *et seq.*), upon annexation of the Property to the Village; and

WHEREAS, the Village acknowledges that such zoning and subsequent use of the Property under such zoning classification, upon development, would be compatible with the planning and zoning objectives of the Village; and

WHEREAS, the Village acknowledges that the D-1 Residential District classification under the Village Code of Ordinances of the Village of Poplar Grove, Illinois (Chapter 8 *et seq.*), as currently amended is the most appropriate classification for the Property. Notwithstanding that until development of the Property occurs its use will continue to be agricultural and related activities; and

WHEREAS, the President and Village Board of the Village of Poplar Grove have duly considered all necessary petitions to enter into the Agreement and have further duly considered the terms and provisions of this Agreement; and

Item 4

WHEREAS, the Village has determined that the annexation of the Property to the Village on terms and conditions hereinafter set forth serves the best interests of the Village, will extend the corporate limits and jurisdiction of the Village, will permit orderly growth, planning and development of the Village, will increase the tax base of the Village, and will promote and enhance the general welfare of the Village; and

WHEREAS, the President and Village Board of Trustees of the Village of Poplar Grove have, by a vote of two-thirds of the corporate authorities now holding office, directed the President to execute, and the Village Clerk to attest to this Agreement on behalf of the Village;

NOW, THEREFORE, in consideration of the mutual covenants herein made and pursuant to the provisions of the Illinois Municipal Code, Owner and Village hereby agree as follows:

1. <u>Recitals</u>. The foregoing recitals are incorporated herein as if fully set forth.

Annexation. Subject to the provisions of Section 65 2. ILCS 5/7-1-8, 1992, as amended, the Parties respectively agree to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the Village. Promptly after this Agreement is fully executed, the Village Board of Trustees shall adopt an ordinance annexing the Property subject to the terms and conditions set forth in this Agreement. Prior to the adoption of such an ordinance, Owner shall prepare for signature by the Village a map of annexation in a form approved by the Village attorney and in accordance with Illinois law, depicting the territory subject to this Agreement and legally described in Exhibit A. Said map must be approved by the Village Attorney before the Village Board of Trustees will schedule the annexation of the territory to be annexed.

3. <u>Village Zoning</u>. Upon annexation, the Village will adopt an ordinance to confirm the zoning of the Property described in Exhibit "A" as D-1 Residential District pursuant to Section 8-1-5F of the Poplar Grove Zoning Ordinance.

4. Subdivision Approval. Preliminary and Final Plats of Subdivision may be submitted by the Owner for any portion of the Property during the term of this Agreement. The Concept Plan attached as Exhibit E is approved by the Village and it is agreed that will be the basis for any Preliminary and Final Plat. Such plats shall be promptly considered by the Village Board of Trustees and other officials. Exhibit C is a concept of the development of the subdivision in accordance with the D-1 regulations of the Village Zoning Ordinance. If a final plat of subdivision is not approved, the Owner shall be notified, without unreasonable delay, in what ways such final plat is not in conformity with this Agreement or the applicable Village Codes and Ordinances applicable to the Property.

5. <u>Sanitary Sewer Service</u>. The Village will permit Owner to connect to and use the Village owned, operated and maintained sanitary sewer line.

The Owner shall have the right to connect to and to use the sanitary sewer service upon payment of a connection fee of Four Thousand Two Hundred Dollars (\$4,200.00) per connection. Of that amount, Two Thousand Five Hundred Dollars (\$2,500.00) shall be deemed to be the connection fee, and One Thousand Seven Hundred Dollars (\$1,700.00) toward capacity for a Sewer Expansion Project. It is agreed that prior to servicing the Subject Property, that the Village will need to initiate a Sewer Expansion Project. The Sewer Expansion Project may include construction of a regional lift station and off site forced main together with the plan expansion. The Sewer Expansion Project when completed shall bring the sewer line properly sized to the property and provide sufficient capacity for the Owner's development. The Village and Owner shall reasonably cooperate to coordinate the design so as to maximize the utility of the sanitary sewer line. At such time as the Owner is

desirous of extending the sewer to the Property and the Owner may either individually or in concert with other desired recipient of sewer services fund the Sewer Expansion Project to the extent that the Owner funds up front money by way of a construction account draw for the Sewer Expansion Project. The Owner shall be entitled to a credit for sewer hook-ups using One thousand Seven Hundred Dollar (\$1,700.00) or such other number as the Parties reasonably agree based on actual plan expansion cost. The Village represents that upon completion of the Sewer Expansion Project there will be sufficient capacity to serve the Owner's development.

In the event that the Owner contributes more to the cost of the Sewer Expansion Project than the number of lots for which he has a use for sewer hook-ups, the Owner shall be entitled to recapture or at his option bank credit for subsequent lot hook-ups based on the parties' above figures.

6. <u>Water Service</u>. The Village will permit Owner to connect to the Village owned, operated and maintained water main upon payment of the connection fee in the sum of One Thousand Five Hundred Dollars (\$1,500.00) for each connection.

Dedications of Right-of Way and Grants of Easement. 7. The Village at the request of the Owner, shall grant to the Owner such construction and maintenance utility easements over, under, across or through property owned or controlled by the Village appropriate for the development of the Property in accordance with the provisions of this Agreement, any approved preliminary plat or any approved final plat of subdivision for any development phase of The Owner shall dedicate rights-of-way and grant the Property. easements to the Village over portions of the Property, for purposes of constructing and maintaining the utility and roadway improvements which are required from time to time to effectuate the development of the Property. The locations of such rights-of-way and easements, and the form of all documents dedicating such rights-of-way and creating such easements shall be mutually satisfactory to the Parties in the exercise of their reasonable discretion.

In the event the Owner is unable to obtain utility or roadway easements or rights-of-way over, under, across or through property not owned by or under the Village's control which may be necessary or appropriate for the development of the Property, the Village shall use, at the cost of the Owner on conditions acceptable to the Owner and to the full extent permitted by law, its statutory condemnation powers to secure such easements and rights-of-way. All costs and expenses, including attorney, engineer, appraisal and expert witness fees, incurred by the Village in the condemnation of such easements and rights-of-way on behalf of the Owner shall be paid by the Owner.

8. Open Space/Detention. The Owner's Concept Plan provides for open space of approximately 37 acres along the creek and adjoining property and for an open landscaped area to the Southwest corner of the property so as to compliment the adjoining Poplar Grove Airport landing pattern on Runway 17 and the departure on Runway 35. The development plans also provide storm water detention areas required by current Village Codes as and Ordinances. The Owner shall construct and maintain such open space and/or storm water detention areas at the sole expense of the Owner or alternatively such area may be conveyed to a property owner's association or any other governmental unit which accepts the conveyance of such areas for their intended uses and purposes. The Village shall have no obligation to maintain these facilities without the Village's written consent.

9. <u>Land Donation/Contribution/Fees.</u> The Owner agrees to pay the impact fee imposed by Village Ordinance from time to

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July 7, 2004

time for school purposes. A copy of the existing fee schedule is attached as Exhibit D. The Owner also agrees to pay the impact fee assessed on behalf of the Boone County Conservation District. These fees are exclusive and no other cash in lieu of land donations, land donation, impact or other such fees and/or charges shall be imposed.

10. <u>Signage</u>. Owner shall have the right to have signage in addition to that allowed by the Village ordinances as follows:

11. <u>Models</u>. The Owner shall have the right, subject to Village approval, of drawings and specifications and to construct and maintain at all times a sales office or no more than three (3) model complexes at one time in the development relating to the construction or marketing of the proposed improvements on the D-1 Residential Dwelling area. The location of models may be changed from time to time by the Owner. The models may be occupied only for sale purposes until such time as occupancy certificates are issued for residential occupancy.

12. <u>Sales Trailers/Construction Trailers</u>. Until such time as the Owner completes the construction of its sales or models on any phase of the Property, it may maintain a trailer on such phase and use the same as a sales office, provided however, that it's right to do so hereunder shall expire no later than two (2) years after date. The Owner shall have the right to extend this time period by application to the Village.

13. <u>Ordinances and Variances</u>. The Owner agrees to abide by all ordinances, control and jurisdiction of the Village in

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July 7, 2004

effect as of the date of the execution of this Agreement and/or future ordinances provided that the Village agrees not to apply any amendments or modifications to existing or new ordinances which would have the effect of reducing the permitted density or change the uses in the D-1 Residential District as it pertains to the Property. It is further understood that any changes in the Building Code will not be applicable to any buildings for which permits have procured. The Village agrees to grant the following variances from its zoning ordinance or subdivision control ordinance:

<u>Section</u>	Description	Variation Requested
9-5-2,B 9-6-2,A	Storm sewers	Storm water runoff will be conveyed to the storm water detention basin by road side ditches and culverts. Storm sewers shall not be required unless design features specifically require this.
9-5-6B	Street Trees	Street trees shall not be required.
9-5-7	Soil Investigation	Soil investigation shall not be required.
9-5-8 9-6-9	Street Lighting	Street light shall not be required. (CC&Rs will require exterior light for each residence)
9-5-9	Sidewalks	Sidewalks shall not be required.

14. <u>Occupancy Certificates</u>. The Village shall issue certificates of occupancy for any dwelling unit constructed on the Property within a reasonable time following the receipt of the last of the documents or information required to support such application and completion of all required Village building inspections. If an application is disapproved, the Village shall provide the Owner with a statement in writing of the reasons for

denial of application including specification of the the requirements of law which the application and supporting documents fail to meet. Except as provided otherwise in this Agreement, no certificate of occupancy for a dwelling unit shall be applied for by the Owner or issued by the Village until substantial completion of the sanitary sewer system; detention and storm water facilities; provided, however, that the Village shall make reasonable allowances for the completion of public improvements which cannot be completed due to adverse weather conditions or other conditions beyond the control of the Owner. The Village shall allow and issue certificates of occupancy for dwelling units when adverse weather conditions or other conditions not under the Owner's control do not permit outside painting; landscaping; driveway, sidewalk or service walk construction; or final grading of individual homes, appurtenances or lot, provided however that the Owner will provide escrows as may be reasonably required by the Village.

Upon a breach of this Agreement, either 15. Remedies. of the Parties, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both, or may obtain rescission for repudiation or material failure of performance. Notwithstanding the foregoing, before any failure of either Party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall

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July 7, 2004

demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining Party within thirty (30) days of receipt of such notice.

If for any reason during the term of this Agreement, the annexation is held to be invalid, the Owner agrees that the rates charged for water and sewer service for unincorporated property will apply to the Property, but only to the extent that the Village then actually provides such utility services.

If for any reason during the term of this Agreement, the annexation is held to be invalid, this Agreement shall be deemed to be a pre-annexation agreement and shall control once the Property becomes contiguous to the Village at which time the Owner shall agree to annex hereto. This covenant shall also be a part of the covenants, conditions and restrictions of record applicable to the Development.

The Owner agrees that if water and sewer is extended to the property at the time that there is any defense to any challenge of the validity of this Agreement or any part thereof defend said challenge and the Village agrees that it will cooperate in any such defense thereof. Nothing contained in the proceeding sentence shall obligate the Owner to defend nor shall that provision impair the right of Owner under the following Section 25 (Survival) of this Agreement.

16. <u>Amendment</u>. The Parties agree that this Agreement and any exhibits attached hereto may be amended only by the mutual consent of the Parties, by adoption of an ordinance by the Village

approving said amendment as provided by law, and the execution of said amendment by the Parties or their successors in interest.

17. <u>Prohibited Village Acts</u>. During the term of this Agreement the Village agrees that it will not take, perform (or cause to be taken or performed) any one or more of the following which would be applicable to the Property, without the expressed written consent and approval of the Owner:

A. Change the zoning classification, variances or special uses as now applicable or which are granted in conformity herewith;

B. Create any text amendment, Comprehensive Plan Amendment or Zoning Ordinance which would substantially alter the permitted or other uses applicable to such D-1 Residential District;

C. Adopt any ordinance, special assessment, special service area or other form of taxation or imposition for the construction of utility services serving the property; and

D. Institute (whether alone or in conjunction with any other entity) any eminent domain proceeding;

18. <u>Severability</u>. If any provisions, covenants, agreements or portions of this Agreement or its application to any person, entity or person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement, and to that end all provisions, covenants or portions of this Agreement are declared to be severable.

19. Addresses for Notices. All notices and other communications in connection with this Agreement shall be in writing, and any notice, communication or payment hereunder shall be deemed delivered to the addresses thereof two (2) days after deposit in any main or branch United States Post Office, certified or registered mail, postage prepaid, or one (1) day after deposit thereof with any nationally known and reputable overnight courier service, delivery charges prepaid, or on the date of delivery, if personally delivered, in any case, addressed to the Parties respectively as follows:

If to Owner:	Concept Development, LLC c/o Samuel J. Diamond 3431 West Elm Street McHenry, IL 60050
If to Village:	Attention: Village Clerk Village of Poplar Grove

By notice complying with the requirement of this paragraph, each Party shall have the right to change the address or addressee for all further notices, other communications and payment to such Party; provided, however, that no notice of a change of address, addressee or both shall be effective until actually received.

100 South State Street

Poplar Grove, Illinois 61065

20. <u>Entire Agreement</u>. This Agreement supersedes all prior agreements, negotiations and exhibits and is a full integration of the entire agreement of the Parties.

21. <u>Survival</u>. The provisions contained herein shall survive the annexation of the Property and shall not be merged or expunded by the annexation of the Property or any part hereof to the Village.

22. <u>Successor and Assigns</u>. This Agreement shall run with the land and inure to the benefit of, and be binding upon, the successors in title of the Owner and their respective successors, grantees, lessees, and assigns, and upon successor corporate authorities of the Village and successor municipalities. The Parties agree to execute a recordable memorandum of this Agreement.

23. <u>Term of Agreement</u>. This Agreement shall be binding upon the Parties and their respective successors and assigns for the full statutory term of twenty years, commencing as of the date hereof, and for such further term as may hereinafter be authorized by statute or by ordinance of the Village.

24. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

25. <u>Dedication of Public Improvements</u>. Owner agrees to dedicate and Village agrees to accept the dedication of the public improvements contemplated for the Property so long as such public improvements have been inspected by the Department of Public Works or Village Engineer as the case may be and approved by the Village Board of Trustees as to the standards specified in the Subdivision Control Ordinance and Village Engineer previously approved plans and specifications. Further, the Village agrees to maintain the

public improvements which Owner has dedicated to and been accepted by the Village.

26. More or Less Restrictive Requirements.

A. If, during the terms of this Agreement, the provisions of any applicable ordinances, codes or regulations affecting the zoning, subdivision, development, construction of improvements or any other development of any kind of character upon the Property are amended or modified in any manner so as to impose more stringent requirements with respect to the development or construction contemplated by this Agreement, such increased requirements shall not be effective upon the Property unless Owner agrees to said requirements or the Tentative Plat covering the Property has expired. Notwithstanding anything herein to the contrary, this provision shall not apply to any subsequently enacted life safety provisions of any applicable ordinance.

B. If, during the term of this Agreement, any existing, amended, modified or new ordinances, codes, or regulations affecting the zoning, subdivision, development or construction of improvements are enacted, amended or modified in any manner to impose less restrictive requirements on development of, or construction upon any properties within the Village, the benefit of such less restrictive requirements shall inure to the benefit of Owner. Notwithstanding anything contained herein to the contrary, the less restrictive requirements shall only apply to any remaining unimproved land within the Property.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

Village:

Village of Poplar Grove, an Illinois Municipal corporation

By:

President

ATTEST:

Village Clerk

OWNERS:

CONCEPT DEVELOPMENT , LLC, an Illinois Limited Liability Company Inc.

Donnie M. Johnson

By:__

Its Manager

Beverly Johnson

STATE OF ILLINOIS)) SS. COUNTY OF BOONE)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Roger Day, President of the Village of Poplar Grove, personally known to me to be the same person whose name is subscribed to the foregoing Annexation Agreement, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, on behalf of the Village of Poplar Grove and as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this _____ day of

Notary Public

STATE OF ILLINOIS)) ss. COUNTY OF BOONE)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Samuel J. Diamond, personally known to me to be the Manager of said limited liability company, Concept Development, LLC, and personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Manager caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act of said corporation, for the purposes therein set forth.

Given under my hand and Notarial Seal this day of

Notary Public

STATE OF ILLINOIS) SS. COUNTY OF BOONE)

I, a Notary Public, in and for said County and State, do hereby certify that Donnie M. Johnson and Beverly Johnson, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

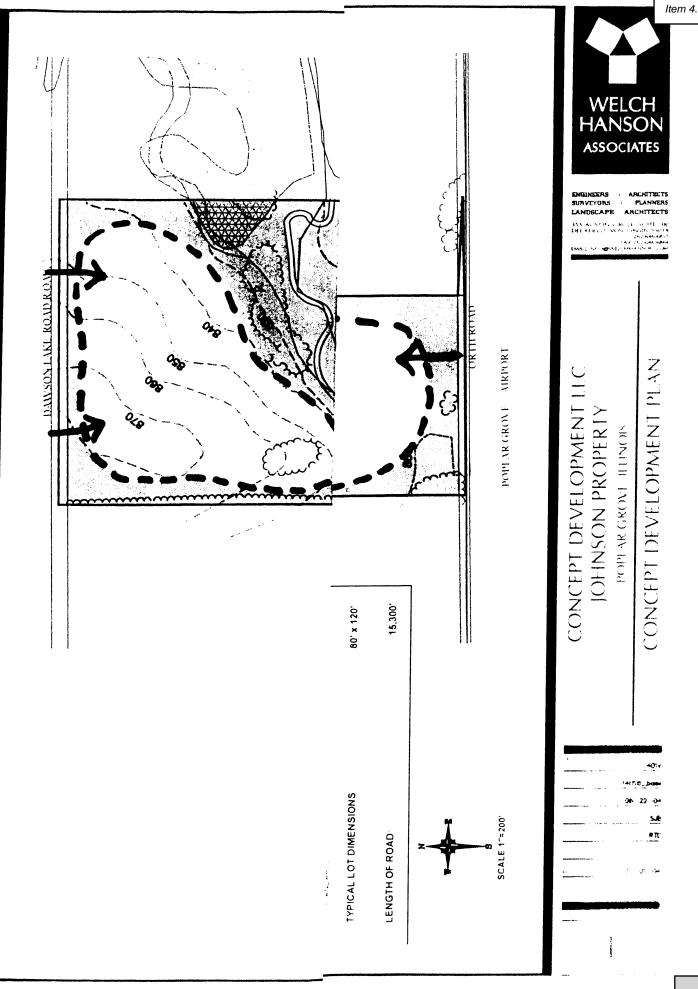
Given under my hand and notarial seal this _____ day of

Notary Public

Prepared by: TOBIN & RAMON 530 South State Street, #200 Belvidere, IL 61008 (815) 544-0316 F:\WPFILES\Zoning.anx\C\2004\Johnson.PG.Annex.July7.clean.wpd

EXHIBIT LIST

- A Legal Description
- B Annexation Plat
- C Concept Plan
- D School Impact Fee Schedule



POPLAR GROVE SCHOOL DONATION FORMULA

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i A	FOFLAR GROV		DOMATION FOR	CWOLA	
	Acres/School		May Chudend	_	A see a /Churd a sh
Elementary School	Acres/School		Max. Student 600	-	Acres/Student 0.026667
Junior High	30		900		0.020007
7th & 8th	50		500		0.035
High School	70		1500		0.047
	Acres/School		\$/Acre	\$ per stude	nt
Elementary	0.026667		\$88,000.00	\$2,346.67	
			.		
Junior High	0.033		\$88,000.00	\$2,933.33	
High School	0.047		£00.000.00	\$4 406 67	
*	0.047		\$88,000.00	\$4,106.67	
		STUDENT I	RATIO/UNIT		
	1 Bed.	Apartment			
	\$/Student	Student/Apt	. Fee		
Elementary	\$2,346.67	0.002	•		
Junior High High School	\$2,933.33	0.001			
TOTAL	\$4,106.67	0.001	\$4.11 \$11.73		
10 ML			3 11.73		
	2 Bed Apartment				
Elementary	\$2,346.67	0.086	\$201.81		
Junior High	\$2,933.33	0.042	\$123.20		
High School	\$4,106.67	0.046	\$188.91		
TOTAL			\$513.92		
-	2 Dod Annation				
Elementary	3 Bed Apartment \$2,346.67	0.234	FEAD 10		
Junior High	\$2,933.33	0.123	\$549.12 \$360.80		
High School	\$4,106.67	0.118	\$484.59		
TOTAL			\$1,394.51		
•					
Elemente -	1 Bed S.F. Attached				
Elementary Junior High	\$2,346.67	0.014	\$32.85		
High School	\$2,933.33 \$4,106.67	0.018 0.024	\$52.80 \$98.56		
TOTAL	ψ 4, 100.01	0.024	\$184.21		
			4 .0 2 .		
	2 Bed S.F. Attached	1			
Elementes	60 0 40 07				
Elementary Junior High	\$2,3 46.67 \$2,9 33.33	0.088	\$206.51		
'igh School	\$2,933.33 \$4,106.67	0.048 0.038	\$140.80 \$156.05		
OTAL	••,100.01	0.000	\$503.36		
			••••••		
Elementary	3 Bed S.F. Attached				
Junior High	\$2,346.67 \$2,933.33	0.234 0.058	\$549.12 \$170.13		
High School	\$4,106.67	0.059	\$242.29		
TOTAL	••••••		\$961.55		
Elementer	4 Bed. S.F. Attached		ABAC		
Elementary Junior High	\$2,346.67	0.322	\$755.63		
High School	\$2,933.33 \$4,106.67	0.154 0.173	\$451.73 \$710.45		
Total	ψ 1 ,100.01	5.175	\$710.45 \$1,917.81		
_	2 Bed S.F. Detached				
Elementary	\$2,346.67	0.136	\$319.15		
Junior High	\$2,933.33	0.048	\$140.80		
High School	\$4,106.67	0.020	\$82.13		
			\$542.08		
	3 Bed S.F. Detached				
Elementary	\$2,346.67	0.369	\$865.92		
Junior High	\$2,933.33	0.173	\$507.47		
High School	\$4,106.67	0.184	\$755.63		
TOTAL			\$2,129.01		
	4 Bed. S.F. Detached				
Elementary	\$1,673.33	0.530	\$886.86		
Junior High	\$2,933.33	0.298	\$874.13		
High School	\$4,106.67	0.360	\$1,478.40		
TOTAL			\$3,239.40		
	5 Bed. S.F. Detached				

	5 Bed. S.F. Detached			
_lementary	\$2,346.67	0.345	\$809.60	
Junior High	\$2,933.33	0.248	\$727.47	
High School	\$4,106.67	0.300	\$1,232.00	
TOTAL			\$2,769.07	

ltem 4.

04 R11014

FILED FOR RECORD BOONE COUNTY, IL

2004 SEP 16 PH 3: 34

Agenia & Debracder

BOONE COUNTY RECORDER

Prepared by & Return to: Curtis R. Tobin II TOBIN & RAMON 530 South State Street Suite 200 Belvidere, IL 61008 (815) 544-0316

MEMORANDUM OF ANNEXATION AGREEMENT

GRANTORS: Concept Development, LLC

GRANTEE: Village of Poplar Grove, Boone County, Illinois

DATE OF THIS MEMO FOR REFERENCE PURPOSES: August 16, 2004

WHEREAS, the parties have entered into an Annexation Agreement on the 9^{th} day of August , 2004, and have agreed that a memo of agreement can be recorded.

NOW THEREFORE, the parties agree as follows:

1. <u>Memo of Agreement</u>: The parties have entered into an Annexation Agreement on the <u>9th</u> day of <u>August</u>, 2004, and hereby restate some of the pertinent provisions therefore for the purpose of placing same upon the records of the Recorder of Deed's Office, Boone County, Illinois.

2. <u>Legal Description</u>: The land, the subject of the land contract between the parties is legally described on the Exhibit attached hereto.

2004.

Notary Public

<u>Recordability</u>: The Parties agree that this memo is 3. executed in the form qualifying it to be recorded and that either Party may record the same.

By:

day of

GRANTEE: Village of Poplar Grove

Subscribed and sworn to before me, a not ry public, this $\underline{/7}$

HULGUSSY

Attest llage Clerk



GRANTOR:

Donnie M. Johns

Subscribed and	sworn	to be	fore
me, a notary pu	ublic,	this	19th
day of dure	et		2004.
Thannery 6.	Claic	<u>La</u>	
Notary Public		OFFIC	AL SEAL E. CLAUSON
	₹ M# ₹ NOT	ARY PUBLIC	STATE OF ILLINOIS
	S MY	COMMISSIO	N EXPIRES 6-2-2007

F:\WPFILES\Zoning.anx\C\2004\ConceptDev.Memo.ofAnnex.Aug4.wpd

CONCEPT DEVELOPMENT, INC., an Illinois limited liability company

Βv 95 Its

EXHIBIT A

LEGAL DESCRIPTION

The East Half (1/2) of the Northwest Quarter (1/4) and the East Half (1/2) of the Southwest Quarter (1/4) EXCEPTING THEREFROM the South 1064.7 feet of the East 380.0 feet of the East Half (1/2) of the Southwest Quarter (1/4), all in Section Thirty-six (36), Township Forty-five (45) North, Range Three (3) East of the Third (3rd) Principal Meridian, situated in Boone County, Illinois.

Item 4.



2004 SEP 16 PM 3: 34

Syevice to Schroeder

BOONE COUNTY RECORDER

ORDINANCE NO. <u>()</u> ORDINANCE ANNEXING CERTAIN TERRITORY TO THE VILLAGE OF POPLAR GROVE BOONE COUNTY, ILLINOIS

WHEREAS, a written petition, signed by the legal owner of record title of all land within the territory hereinafter described has been filed with the Village Clerk of the Village of Poplar Grove, Boone County, Illinois, requesting that said territory be annexed to the Village of Poplar Grove; and

WHEREAS, there are no electors residing within the said territory; and

WHEREAS, the said territory is not within the corporate limits of any municipality; but is contiguous to the Village of Poplar Grove; and

WHEREAS, legal notices regarding the intention of the Village to annex that territory have been sent to all public bodies required to receive such notice by state statute; and

WHEREAS, the legal owner of record of said territory and the Village of Poplar Grove have entered into a valid and binding Annexation Agreement relating to such territory; and

WHEREAS, all petitions, documents and other necessary and legal requirements are in full compliance with the terms of the annexation agreement and with the statutes of the State of Illinois; specifically Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8; and

WHEREAS, it is in the best interest of the Village of Poplar Grove that the territory be annexed thereto.

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

SECTION 1 - That the following described property:

See attached exhibit

being indicated on an accurate map of the annexed territory (which is appended to and made a part of this Ordinance) is hereby annexed to the Village of Poplar Grove, Boone County, Illinois.

<u>SECTION 2</u> - That the Village of Poplar Grove is hereby directed to record with the Recorder and to file with the County Clerk, a certified copy of this Ordinance, together with the accurate map of the territory annexed appended to the Ordinance.

<u>SECTION 3</u> - That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

Passed by the Village Board of Trustees of the Village of Poplar Grove, Illinois this 9th day of August, 2004.

Approved:

ATTEST: Manerka Sulla

President

Village Clerk			
AYES:	6		
NAYS:	C		
ABSENT:	C		
ABSTAIN:	C		
Date Approved:	Aug	16	, 2004.
Date Published:			, 2004.
SPONSOR:			

Prepared by: Curtis R. Tobin II TOBIN & RAMON 530 S. State St., #200 Belvidere, IL 61008

F:\WPFILES\Zoning.anx\C\2004\Concept.Dev.ordinance.terr.PG.Aug4.wpd

EXHIBIT A

LEGAL DESCRIPTION

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Item 4.

<u>Prepared by & Return to:</u> Curtis R. Tobin II TOBIN & RAMON 530 South State Street Suite 200 Belvidere, IL 61008 (815) 544-0316

MEMORANDUM OF ANNEXATION AGREEMENT

GRANTORS: Concept Development, LLC

GRANTEE: Village of Poplar Grove, Boone County, Illinois

DATE OF THIS MEMO FOR REFERENCE PURPOSES: 14 16 2004

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2. <u>Legal Description</u>: The land, the subject of the land contract between the parties is legally described on the Exhibit attached hereto.

52

3. <u>Recordability</u>: The Parties agree that this memo is executed in the form qualifying it to be recorded and that either Party may record the same.

GRANTEE: Village of Poplar Grove

1. Ra Attest

By: <u>President</u>

Subscribed and sworn to before me, a notary public, this _____ day of _____, 2004.

Notary Public

GRANTOR :

CONCEPT DEVELOPMENT, INC., an

Illinois limited liability company

Donnie M. Johnson

By:

Its _____

Beverly Johnson

Subscribed and sworn to before me, a notary public, this day of _____, 2004.

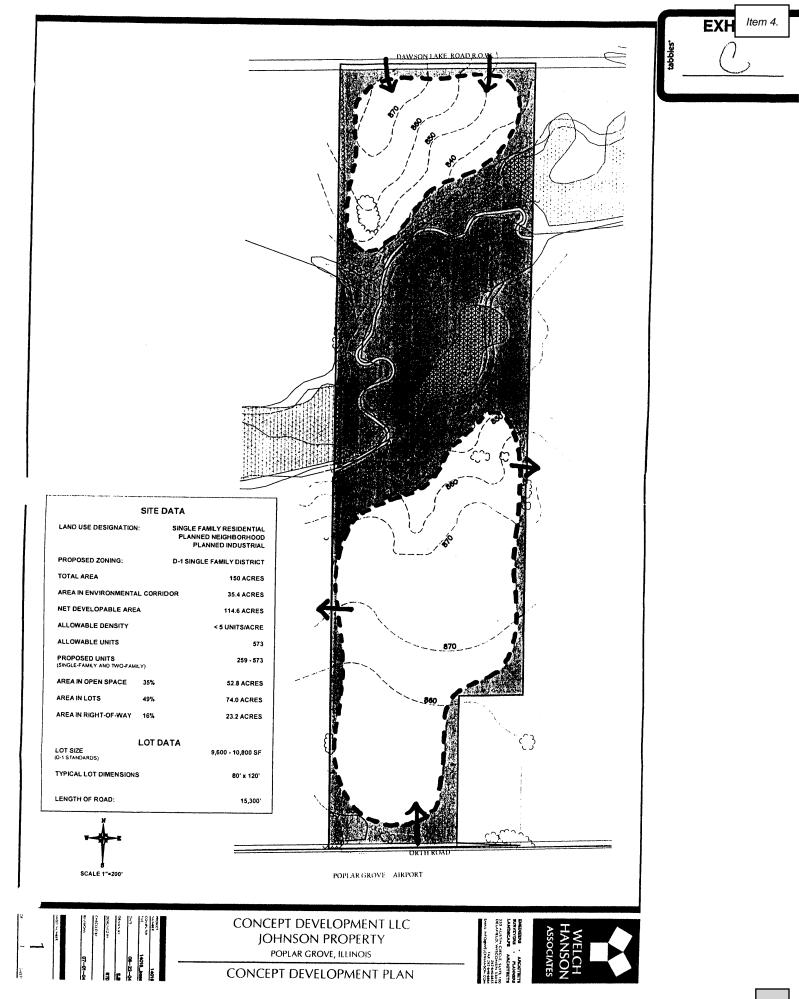
Notary Public

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EXHIBIT A

LEGAL DESCRIPTION

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Village of Poplar Grove APPLICATION FOR LICENSE TO SELL ALCOHOLIC LIQUOR AT RETAIL

Check Class of License Applied for:

ø	Class A (6 Day, On Premise, Full Kitchen) \$900	0	Class F (BYOB with Food) \$150	OFFICE USE ONLY License No:
0	Class B (6 Day, Retail off Premise) \$500	0	Class G (Golf) \$900	Date Issued:
0	Class BB (Boutique) \$5000	0	Class H (Local Catering) \$250	License Expires: Liquor Gaming:
0	Class C (6 Day, Less 12% on Premise) \$700	0	Class I (Non-Local Cater) \$350	Tobacco: Fees 8/200
ø	Class D (Sunday) \$100	é	Class J (Beer Garden) \$100	Cash: Check #: 2001
0	Class E (Event) \$100			7

*Initial Application will include a \$100 administrative fee.

SECTION 1: Applicant Information:

Applicant Name: Chusep	es Crello	Date of Birth:
Address:		Phone: (
Primary Contact Person:	useppa Cicello	Phone: (
Business Name: <u>60E</u>	LLC	Phone: ()
d/b/a Name: Creffe's	Pizza + Italian	Restaurant
Premise Address: <u>13655</u>	Provite 74	
Entity Information (if app		
Date of formation: 01 03	2024 Illinois Secreta	ary of State Number: file # 14125973
Assumed Name; If any:		
Is Entity in good standing with	Illinois Secretary of State:	ROT Registration #:
General Information: (app	lies to anyone listed in Sec	<u>etion 2):</u>
Owner of Premises:		(if leased, attach a copy of the lease to the application)
Renter of Premises:		
[] YES / NO Has applicar [] YES / NO Has the appl [] YES / NO Has the appl [] YES / NO Do you poss	It ever had any previous liquor icant ever been convicted of a icant ever been convicted of a ess a current federal wagering any other owner, in your place	gambling offense? or gambling device stamp? of business, a public official?
Dram Shan Coverage:		

Dram Shop Coverage:

Applicant must provide a copy of their dram shop insurance naming the Village as certificate holder and additional insurer pursuant to Village Ordinance **2-2-3-A-2**.

Insurance Company:

Policy Number:

Item 5.

Coverage Limit:

Policy Effective Date:

Expiration Date:



Village of Poplar Grove APPLICATION FOR LICENSE TO SELL ALCOHOLIC LIQUOR AT RETAIL

Section 2: Owner & Officer Information:

For every individual applicant, sole owner, partner, member, corporate officer, stockholder or director (whether or not they own any stock), stockholder owning in the aggregate more than 5% of the stock (including officers, directors, and stockholders of more than 5% for all corporate stockholders), manager or agent conducting the business please supply the following information. All Not-for-Profit organization and associations must supply the requested information for all officers, directors and managers. Indicate the total percentage of stock of the corporation, if any, which is held by persons who have less than 5% interest.

1) Name: _ Date of Birth	Giuseppen First Driver's License No.	Maria Middle IL State	Title	Last Last (CC °) o % Ownership
2) Name: _	First Driver's License No.		Title	Last % Ownership
	First			
	First Driver's License No.			Last % Ownership
	First Driver's License No.		Title	Last % Ownership
5) Name:	First			Last
Date of Birth	First Driver's License No.	Middle State	Title	% Ownership
6) Name: _	First	Middle		
Date of Birth	Driver's License No.	State	Title	% Ownership

*If additional space is needed, please attach the additional sheet to the application.



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

200 Hill Street, Poplar Grove, IL 61065 Phone: (815) 765-3201 – Fax: (815)765-3571 www.villageofpoplargrove.com

AFFIDAVIT

I, the undersigned applicant or authorized agent thereof, swear or affirm that the matters in the foregoing application are true and correct, are made upon my personal knowledge and information, are, made for the purpose of requesting the VILLAGE OF POPLAR GROVE to issue the license herein applied for. I further swear or affirm that the applicant will not violate any of the laws of the UNITED STATES of AMERICA, VILLAGE OF POPLAR GROVE, or the STATE of ILLINOIS, in particular, the LIQUOR CONTROL ACT AND THE CIVIL RIGHTS THEREOF. Under penalties as provided by law pursuant to 735 ILCS 5/1-109 the below signature certifies that the statements set forth herein are true and correct.

I further swear or affirm that I have read and understand the Village of Poplar Grove Code of Ordinances, specifically as they relate to the control and sale of alcoholic beverages in the Village of Poplar Grove and agree to abide by such laws and regulations.

1		

(SIGNATURE OF APPLICANT OR AUTHORIZED AGENT)

Dres	ident
1	(TITLE OR POSITION)

(TITLE OR POSITION)

7/22 2024 (DATE SIGNED)

(DATE SIGNED)

STATE OF Filinois)

COUNTY OF Winnebage)ss

SUBSCRIBED AND SWORN TO BEFORE ME

____, 20,24 THIS 22 DAY OF JULY na M. Matthews

NOTARY PUBLIC





SPOMAHAC

ltem 5.

DTIELCATE OF LIADILITY INCLIDANCE **C**I

DATE (MM/DD/YYYY)

	CERTIF	ICATE OF LIA	BILLIYIN	SURA	NCE	7/1	8/2024
THIS CERTIFICATE IS ISSUED AS CERTIFICATE DOES NOT AFFIRM. BELOW. THIS CERTIFICATE OF REPRESENTATIVE OR PRODUCER,	ATIVELY OR	NEGATIVELY AMEND, I DOES NOT CONSTITUTE	EXTEND OR AL	TER THE	COVERAGE AFFORDED	BY THE	POLICIES
IMPORTANT: If the certificate hol If SUBROGATION IS WAIVED, sub this certificate does not confer rights	ject to the t	erms and conditions of th icate holder in lieu of such	e policy, certair r endorsement(n policies ma	ONAL INSURED provisio ay require an endorseme	ns or be nt. A sta	endorsed. atement on
PRODUCER Macktown Insurance Agency, Inc. 301 E Main St Suite 1 Rockton, IL 61072		P (A	ONTACT AME: HONE VC, No, Ext): (815) MAIL DDRESS:	624-7000	FAX (A/C, No)	(815) 6	24-0031
		_ A		SURER(S) AFE	DRDING COVERAGE		NAIC #
			SURER A : Societ	· · · · · · · · · · · · · · · · · · ·		1	15261
INSURED			SURER B :				An and the statement of the statement of the
Ocello's Pizzeria - GOE LL 13555 Il Route 76	C DBA		SURER C :			. 1	
Poplar Grove, IL 6106588	815		SURER D :	and the second second			
		a de la compansión de la c	SURER F :	The second second second			
					REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLIC INDICATED. NOTWITHSTANDING ANY CERTIFICATE MAY BE ISSUED OR MA EXCLUSIONS AND CONDITIONS OF SUC NSR TR TYPE OF INSURANCE	REQUIREMEN Y PERTAIN, T H POLICIES, LI ADDL SUBR	IT, TERM OR CONDITION (THE INSURANCE AFFORDED	OF ANY CONTRA	ACT OR OTHE DES DESCRI PAID CLAIMS	R DOCUMENT WITH RESP BED HEREIN IS SUBJECT	ECT TO V TO ALL TI	HICH THIS
A X COMMERCIAL GENERAL LIABILITY	INSD WVD			(MM/DD/YYYY)	EACH OCCURRENCE	s	1,000,00
CLAIMS-MADE X OCCUR	÷		7/17/2024	7/17/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	ş	100,00
					MED EXP (Any one porson)	s	1,00
					PERSONAL & ADV INJURY	s	1,000,00
GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- JECT LOC					GENERAL AGGREGATE	S	1,000,00
OTHER					PRODUCTS - COMP/OP AGG	\$ ¢	
AUTOMOBILE LIABILITY				4 	COMBINED SINGLE LIMIT (Eg. accident)	s	
ANY AUTO					BODILY INJURY (Per person)	\$	
OWNED SCHEDULED AUTOS ONLY AUTOS					BODILY INJURY (Per accident)	\$	
HIRED AUTOS ONLY AUTOS ONLY					PROPERTY DAMAGE (Per accident)	S	
UMBRELLA LIAB OCCUR					EACH OCCURRENCE	<u>\$</u>	
EXCESS LIAB CLAIMS-MADE					AGGREGATE	<u>\$</u> \$	
DED RETENTION S						\$	10.75.154.17 b
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N					STATUTE OTH- ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. EACH ACCIDENT	\$	
If yes, describe under DESCRIPTION OF OPERATIONS below					EL DISEASE - EA EMPLOYEE		and the first second second
A Liquor Liability			7/17/2024	7/17/2025	EL DISEASE - POLICY LIMIT	ş	1,000,000
A Liability			7/17/2024	7/17/2025	Aggregate		1,000,000
ESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC licies are continuous until cancelled quor is consumed at 13555 IL Route 76 P		L 61065 CA S	NCELLATION HOULD ANY OF T	HE ABOVE DI	ESCRIBED POLICIES BE CA		
Village of Poplar Grove 200 N. Hill Street 61065		A	HE EXPIRATION CCORDANCE WIT HORIZED REPRESEN	'H THE POLIC	EREOF, NOTICE WILL E Y PROVISIONS.	E DELIV	ERED IN
CORD 25 (2016/03)	and a second		@ 109	8-2015 400	ORD CORPORATION. A	Il righte	reconund
· · · · · · · ·	The ACORE) name and logo are regi					100GI YOU,



Village of Poplar Grove APPLICATION FOR LICENSE TO SELL ALCOHOLIC LIQUOR AT RETAIL

Check Class of License Applied for:

0	Class A (6 Day, On Premise, Full Kitchen) \$900	0	Class F (BYOB with Food) . \$150	OFFICE USE ONLY
0	Class B (6 Day, Retail off Premise) \$500	0	Class G (Golf) \$900	License No: Date Issued:
0	Class BB (Boutique) \$5000	0	Class H (Local Catering) \$250	License Expires: Liquor: & IOD Gaming:
0	Class C (6 Day, Less 12% on Premise) \$700	0	Class I (Non-Local Cater) \$350	Tobacco: Fees: \$100
0	Class D (Sunday) \$100	0	Class J (Beer Garden) \$100	Cash: Check #:
X	Class E (Event) \$100			-

*Initial Application will include a \$100 administrative fee.

SECTION 1: Applicant Information:	
XApplicant Name: RUSSEII COUCH Date of Birth:	
Address:Phone:	
Primary Contact Person: Heather Prather Phone:	
Business Name: The Shortline, Inc. Phone: (815) 289 - 3291	
d/b/a Name:	
Premise Address: Mar 118 Buchanan St. Belvidere, IL 6/00	8
Entity Information (if applicable):	
Date of formation: 2017 Illinois Secretary of State Number: 4-264-1977	
Assumed Name; If any:	
Is Entity in good standing with Illinois Secretary of State: ROT Registration #:	
If foreign Entity, date registered to do business in Illinois:	
General Information: (applies to anyone listed in Section 2):	
Owner of Premises: Russel Caldwell (if leased, attach a copy of the lease to the application)	
Renter of Premises:Illinois Liquor License No.: <u>1A-1136</u> 93	32
[] YES WNO Has applicant ever made an application for a liquor license which was denied?	
[] YES XINO Has applicant ever had any previous liquor license suspended or revoked?	
[] YES (INO Has the applicant ever been convicted of a felony?	
[] YES X NO Has the applicant ever been convicted of a gambling offense?	
[] YES \$4 NO Do you possess a current federal wagering or gambling device stamp?	
[] YES WNO Are you, or any other owner, in your place of business, a public official?	
*If yes to any of the above, please explain on a separate sheet and attach to application.	
Dram Shop Coverage:	
A palicant must provide a copy of their dram shop insurance naming the village as certificate holder that	
additional insurer pursuant to Village Ordinance 2-2-3-A-2.	
Company Buckstraged Mutual Policy Number:	
Coverage Limit: $1,000,000$ Policy Effective Date: $11/10/23$ Expiration Date: $11/10/24$	

Item 6.



No. Statestatesta

Village of Poplar Grove APPLICATION FOR LICENSE TO SELL ALCOHOLIC LIQUOR AT RETAIL

Section 2: Owner & Officer Information:

For every individual applicant, sole owner, partner, member, corporate officer, stockholder or director (whether or not they own any stock), stockholder owning in the aggregate more than 5% of the stock (including officers, directors, and stockholders of more than 5% for all corporate stockholders), manager or agent conducting the business please supply the following information. All Not-for-Profit organization and associations must supply the requested information for all officers, directors and managers. Indicate the total percentage of stock of the corporation, if any, which is held by persons who have less than 5% interest.

*If additional space is needed, please attach the additional sheet to the application.

	Russell L.Ca	Middle	numer	Last	
Date of Birth	Driver's License No.	State	owner	% Ownership	
2) Name:		170-1 1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-			
	First	Middle	A Carlos and	Last .	
Date of Birth	Driver's License No.	State	Title	% Ownership	
3) Name: _	First	Middle	Service Services	Last	
Date of Birth	Driver's License No.	State	Title	% Ownership	
4) Name: _	First	Middle		Last	
Date of Birth	Driver's License No.	State	Title	% Ownership	
5) Name: _	First	Middle		Last	
	Driver's License No.	and the state of the second	' 'Title	% Ownership	
6) Name: _	First	Middle		Last	
	Driver's License No.	State	Title	% Ownership	

State of Illinois Liquor License



THE SHORTLINE, INC THE SHORTLINE INC 8642 US HIGHWAY 20 GARDEN PRAIRIE IL 61038-9531



September 25, 2023

Letter ID: L0797916360

License No.: Expiration Date: License Type: Account ID:

1A-1136932 09/30/24 RETAILER 42641977

All State of Illinois Liquor Licenses must be FRAMED and displayed on the licensed premises in plain view of the general public.

License Number 1A-1136932	STATE OF I LIQUOR CONTROL Governor JB	COMMISSI		Letter ID: L0797916360
	ITH THE LIQUOR CONTROL THIS CERTIFIES THAT:	Has paid all and is issued license in th following c	D A	RETAILER COMBINED
118.BUCHANAN ST BELVIDERE IL 61008-3702		Issue date:	09/25/23	Effective: 10/01/23
	Boone	THIS LICENSE EXPIRES ON:	09/30/24	
THIS LICENSE MUST BE FRAMED AND IN A CONSPICUOUS PLACE ON THE L Warehouse: N/A		# 42641977		SE NOT TRANSFERABLE TO PRINCIPAL

No. 69	CITY LICENSE \$ 1,950.00 ASS "M" LICENSE ◊ *Catering Endorsement
OBTAINED BY	IE Sale at Retail of Beverages ALCOHOL FERMENTATION OF AN INFUSION OR IF BARLEY OR OTHER GRAIN, MALT, AND HOPS IN WATER
City of B	elvidere, State of Illinois
This is to Certify that The Shortline, Inc.	
City, beverages obtained by alcohol ferr	an Act entitled, "An Act relating to alcoholic liquors," approved January 31, 1934, baid the fee therefore fixed by said City, is hereby licensed to sell at retail in said mentation of an infusion or concoction of barley, or other grain, malt, and hops in beer, ale, stout, lager beer, poilter and the like, at the location described as follows:
118 Buchanan Stre Belvidere, IL 61008	
	This license shall expireApril 30, 2025unless sooner revoked as provided by law.Witness my hand and seal of the City ofBelvidereState of Illinois, this1stday ofMay2024
ARGANIZED IN MARCH 14, 1991	Mayor
Martinon and A	City Clerk
THIS LICENSE IS NOT TRANSFERABLE	POST THIS LICENSE IN A CONSPICUOUS PLACE

CERTIFICATE OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDE CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POL BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHOR REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or b If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A stat this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).	ER. THIS LICIES DRIZED be endors	sed.
CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POL BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHOR REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or b If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A sta this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).	LICIES ORIZED e endors itement o	sed. On
If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A sta this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).	itement o	on
PRODUCER CONTACT Sharen Mann	. (815) 9	87-9862
	. (815) 9	87-9862
Coyle-Kiley Insurance Agency, Inc. PHONE (815) 987-2170 FAX (A/C, No, Ext): (A/C, No, Ext):	. (0.0)0	0, 0001
810 N Alpine Rd		
Rockford IL 61107-3673 Motorist Commercial Mutual Ins Co		NAIC #
NOTED Designed and the second se		13331 12372
The Shortline Inc		12072
INSURER C :		
8642 US Route 20 INSURER E :		
Garden Prairie IL 61038 INSURER F :		
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PER		
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH T CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS		
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.	0,	
INSR TYPE OF INSURANCE ADDLISUBR POLICY NUMBER POLICY EFF POLICY EXP		
COMMERCIAL GENERAL LIABILITY	\$ 1,000	0,000
CLAIMS-MADE OCCUR	\$ 50,00	
MED EXP (Any one person)	\$ 5,000	
A 11/10/2023 11/10/2024 PERSONAL & ADV INJURY	\$ 1,000	
GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE	\$ 2,000	
PRO- LOC PRODUCTS - COMP/OP AGG	\$ 2,000	0,000
OTHER: COMBINED SINGLE LIMIT	\$ \$ 1.000	000
ANY AUTO EQUILY INJURY (Per person)	\$ 1,000	,000
	\$	
HIRED PROPERTY DAMAGE	s	
AUTOS ONLY AUTOS ONLY	5	
	¢ 1,000	0,000
A EXCESS LIAB CLAIMS-MADE 11/10/2023 11/10/2024 AGGREGATE	s 1,000	0,000
DED X RETENTION \$ 0	\$	
B ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? Y/N /A 11/10/2023 11/10/2024 E.L. EACH ACCIDENT	\$ 500,0	000
(Mandatory in NH) E.L. DISEASE - EA EMPLOYEE	\$ 500,0	000
If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT	§ 500,0	000
A Liquor Liability 11/10/2023 11/10/2024 Each Common Cause	\$1,00	00,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)		
CERTIFICATE HOLDER CANCELLATION		
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CAN THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVER		BEFORE
Poplar Grove Airport ACCORDANCE WITH THE POLICY PROVISIONS.		
11619 IL-76		
AUTHORIZED REPRESENTATIVE		
Poplar Grove IL 61065 Qo Z		
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A	CORD	ERT	TIFICATE OF LIA	BILI	TY INSI	JRANC	E	DATE (MM/D			
Г	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS						:024				
	CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.										
1	MPORTANT: If the certificate holder is SUBROGATION IS WAIVED, subject t his certificate does not confer rights to	o the te	erms and conditions of the po	olicy, ce	rtain policies						
PRO	DUCER			CONTA NAME:		ann					
	yle-Kiley Insurance Agency, Inc.			PHONE (A/C, N E-MAIL		87-2170	FAX (A/C, No): (815) 987-9	862		
810	NAlpine Rd			ADDRE	SS: Smannage	coylekiley.com	· · · · · · · · · · · · · · · · · · ·				
Ro	ckford		IL 61107-3673		Matariat	SURER(S) AFFOI Commercial N	RDING COVERAGE		NAIC # 13331		
	JRED			INSURE	Deleterter		rance Company		12372		
	The Shortline Inc.			INSURE	.N D .						
				INSURE							
	8642 US Route 20			INSURE	RE:						
	Garden Prairie		IL 61038	INSURE	RF:						
_			TE NUMBER:		TOTUE		REVISION NUMBER:	DIOD			
	HIS IS TO CERTIFY THAT THE POLICIES OF IDICATED. NOTWITHSTANDING ANY REQU										
C	ERTIFICATE MAY BE ISSUED OR MAY PERT	AIN, THE	E INSURANCE AFFORDED BY THI	E POLICI	IES DESCRIBEI	DHEREIN IS S					
INSR	XCLUSIONS AND CONDITIONS OF SUCH PO	ADDLISU	UBR	REDUC	POLICY FEE	POLICY EXP (MM/DD/YYYY)					
LTR		INSD W	WVD POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)	LIN EACH OCCURRENCE	1,000,000	,		
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000			
							MED EXP (Any one person)	s 5,000			
А					11/10/2023	11/10/2024	PERSONAL & ADV INJURY	s 1,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000)		
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000)		
	OTHER:						COMBINED SINGLE LIMIT	\$			
	AUTOMOBILE LIABILITY						(Ea accident) BODILY INJURY (Per person)	\$ 1,000,000	,		
А	OWNED SCHEDULED				11/10/2023	11/10/2024	BODILY INJURY (Per person)	\$			
	AUTOS ONLY HIRED NON-OWNED				11110/2020	11110/2024	PROPERTY DAMAGE	s			
	AUTOS ONLY AUTOS ONLY						(Per accident)	\$			
							EACH OCCURRENCE	\$ 1,000,000)		
А	EXCESS LIAB CLAIMS-MADE				11/10/2023	11/10/2024	AGGREGATE	\$ 1,000,000)		
	DED RETENTION \$ 0							\$			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER OTH- STATUTE ER				
в	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A			11/10/2023	11/10/2024	11/10/2024	11/10/2024	E.L. EACH ACCIDENT	\$ 500,000	
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 500,000 \$ 500,000			
	DÉSCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 000,000			
A	Liquor Liability				11/10/2023	11/10/2024	Each Common Cause	\$1,000,00	0		
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (ACOR	RD 101, Additional Remarks Schedule,	may be at	tached if more sp	ace is required)	Leve				
CER	TIFICATE HOLDER			CANC	ELLATION						
	Village of Poplar Grove 200 N. Hill Street			THE		ATE THEREOF H THE POLICY	SCRIBED POLICIES BE CA 7, NOTICE WILL BE DELIVE 7 PROVISIONS.		ORE		
	Poplar Grove		IL 61065				702				
						<u> </u>	To cham				

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BASSET Card

HEATHER PRATHER



March 26, 2024

License No.: 5A-0 Expiration Date: 3/25 License Type: Base

5A-0110606 3/25/2027 Basset Card

Your "Student ID number" is: 28538379

Your "Trainer's ID number" is: 5A-0110606

Your BASSET Card is located BELOW

DO NOT throw away this letter as you will need your "Student ID number" directly above to re-print your card.

IMPORTANT:

To re-print your card, visit the Illinois Liquor Control Commission website at <u>ILCC.illinois.gov</u> (click on the RESOURCES tab to access the "BASSET Card Lookup" page).





01/01

TYLER MINER



March 21, 2023

License No.: 5A-01 Expiration Date: 2/9/20 License Type: Basse

5A-0110606 2/9/2026 Basset Card

Your "Student ID number" is: 24378721

Your "Trainer's ID number" is: 5A-0110606

Your BASSET Card is located BELOW

DO NOT throw away this letter as you will need your "Student ID number" directly above to re-print your card.

IMPORTANT:

To re-print your card, visit the Illinois Liquor Control Commission website at <u>ILCC.illinois.gov</u> (click on the RESOURCES tab to access the "BASSET Card Lookup" page).



Certificate of Completion

TRISTIN PRATHER

Has diligently and with merit completed the

On-Premise BASSET Alcohol Certification

from the American Safety Council.

GRADUATION DATE

BASSET Student ID Number

6/10/2022

CEO, American Safety Council

Quote No. Q11086 Date: Jul 24, 2024

W 3150 Co Rd H, Fond du Lac, WI 54937 920-581-5810 www.sabelmechanical.com Sabel Contact: Rick Kutcher Email: richard@sabelmechanical.com

Sabel Mechanical LLC

Customer Billing Information	Job Site Information	Contact and Other Information
POPLAR GROVE WWTP	Poplar Grove Collection Point	Contact: Jason Hagberg
200 N HILL ST, POPLAR	xxx street name, Poplar Grove, II,	Phone: 815-621-5277
GROVE, IL, 61065	61065	Email: jhagberg@testinc.com

Sabel Mechanical is pleased to submit this proposal for:

Scope of Work

Default Section

New Flygt 3153 submersible pump.

Flygt 3153.095, 4" discharge, 460 volt, 23 hp, 3550 rpm, 274 impeller code, 50 foot cable, FLS leakage detector, volute prepared for flush valve.

Labor to install will be done on a T&M basis.

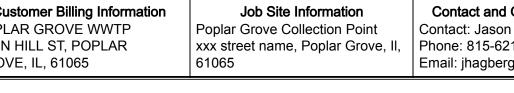
Quote Total: \$30,079.12 Estimate valid until: Aug 23, 2024 Terms of Payment: 30 days

Customer Signature:	Date	
•		

Customer Name (Print) _____

P.O. #: _____

Due to the fluctuating material pricing and availability, quote is valid thru end of today's business day, Pricing may have to be adjusted at time of purchase and will be reflected when project is invoiced





\$30,079.12

06/09/2024

Claim Information

Elite Contracting Group 1217 Logan Ave Belvidere, IL 61008

Phone: (815) 558-0909

Company Representative Ben Kolkmeyer Phone: (815) 558-0909 bwkelite@gmail.com

Pavid Howe 01 Edson Road Poplar Grove, IL 61065 309) 262-8842	Job: David Howe		
Roofing Section			
	Qty	Unit	Pric
Exposed Fastener 29 Gauge Metal Steep Slope Roofing 15 SQ Roofing White (Painted)	15.00	SQ	
McElroy Metals Mesa Roofing Panel - 29GA (Per LF) - SMP	1500.00	LF	
Versico Metal Fastening Bar - 1"x10'	10.00	EA	
OSI Gutter Seal (7 Oz) - Clear	8.00	EA	
McElroy Metals P-RC-13 Ridge Cap - 29GA (16' 3") - Regal White	90.00	LF	
7/16"x4'x9' OSB	10.00	BRD	
Coastal Metal Service Classic Hip & Ridge Cap - 29 GA	10.00	EA	
Lead Pipe Flashing - 3"	2.00	EA	
Unified Steel Trim Cap Rake Metal - 2 1/8"x3 3/4" (10') - White	80.00	LF	
			\$15,500.0
Sutters Section			
	Qty	Unit	Pric
ACM Aluminum Gutter Coil027 - 15" (per LB)	140.00	LF	\$1,800.0
			\$1,800.0
	Sub Total		\$17,300.0
	Tax		\$112.
	TOTAL		\$17,412.5

Company Authorized Signature

Customer Signature

Customer Signature

Date

Date

Date

Job: David Howe Qty Unit Price 1600.00 LF - -

06/09/2024 **Claim Information**

Elite Contracting Group 1217 Logan Ave Belvidere, IL 61008

Phone: (815) 558-0909

Company Representative Ben Kolkmeyer Phone: (815) 558-0909 bwkelite@gmail.com

(309) 262-8842 **Siding Section** McElroy Metals Mesa Roofing Panel - 29GA (Per LF) - Kynar 500 - Regal White Triangle Fastener #43 Rivets (500 Cnt) - Silver Metallic 2.00 ΒX - -OSI Quad Sealant - Color Code 801 8.00 ΕA - -Royal Vinyl Dryer Vent - D-VENT - 000 White 2.00 PC - -Framing Stick Nails - 2" (2500 Cnt) 2.00 ΒX - -\$14,700.00 TOTAL \$14,700.00 Company Authorized Signature Date **Customer Signature** Date

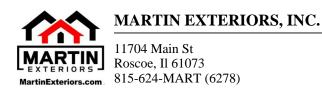
Customer Signature



David Howe

301 Edson Road Poplar Grove, IL 61065

Date



Insured:	Poplar Grove
Property:	201 Edson Rd
	Poplar Grove, IL 61065

Policy Number:

Type of Loss:

Date of Loss: Date Inspected: Date Received: Date Entered:

8/7/2024 2:53 PM

Price List: ILRO8X_AUG24 Restoration/Service/Remodel Estimate: ME-POPLARGROVE



MARTIN EXTERIORS MartinExteriors.com

ME-POPLARGROVE

		Roof							
QUA	NTITY	UNIT	ТАХ	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
1. Metal roofing - corru	ugated - 29) gauge.							
1,374	4.00 SF	7.37	213.52	10,339.90	0/75 yrs	Avg.	0%	(0.00)	10,339.90
3. Eave trim for metal	roofing - 2	9 gauge							
80).40 LF	6.57	10.56	538.79	0/75 yrs	Avg.	0%	(0.00)	538.79
4. Steel rake/gable trim	n - color fin	nish							
68	8.00 LF	7.54	17.17	529.89	0/50 yrs	Avg.	0%	(0.00)	529.89
5. Hip / Ridge cap - me	etal roofing	3							
40	0.00 LF	10.65	10.73	436.73	0/75 yrs	Avg.	0%	(0.00)	436.73
Totals: Roof			251.98	11,845.31				0.00	11,845.31

	Siding								
	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
6. Wall/roof p	anel - ribbed - 29 gau	uge - up to 1"							
	1,600.00 SF	6.43	310.80	10,598.80	0/75 yrs	Avg.	0%	(0.00)	10,598.80
8. Outside/Ins	ide corner - 29 gauge	e							
	48.00 LF	9.09	11.63	447.95	0/100 yrs	Avg.	0%	(0.00)	447.95
Totals: Siding	g		322.43	11,046.75				0.00	11,046.75

		Gutters							
	QUANTITY	UNIT	ТАХ	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
9. Gutter - alum	ninum - up to 5"*								
	81.00 LF	11.33	40.91	958.64	0/25 yrs	Avg.	0%	(0.00)	958.64
11. Downspout	- aluminum - 6"*								
	28.00 LF	14.59	21.76	430.28	0/25 yrs	Avg.	0%	(0.00)	430.28
Totals: Gutter	s		62.67	1,388.92				0.00	1,388.92
Line Item Tota	ls: ME-POPLAR	GROVE	637.08	24,280.98				0.00	24,280.98

[%] - Indicates that depreciate by percent was used for this item

[M] - Indicates that the depreciation percentage was limited by the maximum allowable depreciation for this item

8/7/2024 Page: 2

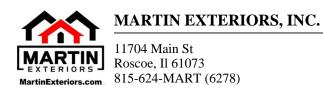


Summary f	or Dwe	lling
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Line Item Total	23,643.90
Material Sales Tax	637.08
Replacement Cost Value Net Claim	\$24,280.98 \$24,280.98

ME-POPLARGROVE

8/7/2024



Recap of Taxes

	Material Sales Tax (9.25%)	Food & Med State Tax (1%)	Food & Med Local Tax (1.25%)
Line Items	637.08	0.00	0.00
Total	637.08	0.00	0.00

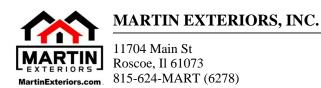
8/7/2024



Recap by Room

Total	23,643.90	100.00%
Subtotal of Areas	23,643.90	100.00%
Gutters	1,326.25	5.61%
Siding	10,724.32	45.36%
Roof	11,593.33	49.03%
Estimate: ME-POPLARGROVE		

8/7/2024



Recap by Category

Items	Total	%
GENERAL DEMOLITION	2,617.03	10.78%
METAL STRUCTURES & COMPONENTS	9,478.24	39.04%
ROOFING	10,300.86	42.42%
SOFFIT, FASCIA, & GUTTER	1,247.77	5.14%
Subtotal	23,643.90	97.38%
Material Sales Tax	637.08	2.62%
Total	24,280.98	100.00%

CONTRACT

Randy Palmeri And Son Inc. 1560 S. Alpine Road Rockford, IL 61108 (833) 725-6374 office@randypalmeriandson.com IL Lic# 104-017302 WI Lic# DC-081400073 Sales Representative Jeremy Tufte (815) 608-6266 Jeremy.palmeriandson@gmail.com





Poplar Grove, Public Works Job #1346 - Poplar Grove, Public Works	Estimate #	1376
201 Edson Rd Poplar Grove, IL 61065	Date	6/14/2024

Item	Description	Unit of Measure	Qty	Amount	
ReRoof Contract	-Tear off existing steel roof - Install new drip edge and gutter apron. - Install pipe jack flashings as per contract - Install new step flashings where needed. - Install new Pro Rib steel roof - Proper Disposal of all construction debris - Manufacturer's warranty on all materials - 2 year warranty on installation of roof. * If any rotten decking needs to be replaced, WOI ADDITIONAL COST OF \$90 OSB PER SHEET. Rate Son will supplement for ice and water shield and material or labor that requires it to be supplement is completed to insurance company payable to the The amount supplemented would include over here be paid to Palmeri and Son from the homeowner.	ndy Palmeri and any other nted after the job he homeowner. ead and profit to			
QE DRIP EDGE 1 3/4" 12'	Color:	PIECE	7.00	\$0.00	
Pro Rib Steel Roof		Items	15.00	\$11,250.00	
QE GUTTER APRON	Color:	PIECE	9.00	\$0.00	
SIDING	Remove Aluminum/Vinyl siding from listed eleva Wrap Walls in housewrap. Tape all seams. Install new siding Cap windows in custom bent aluminum as per contract and garage doors as per contract. Install center vent aluminum soffit as per contract Install fascia as per contract. Caulk all necessary openings with QUAD caulk. Manufacturers Warranty on all materials. 2 year warranty on installation of siding If any wood needs to be replaced, would need to additional cost of \$90 OSB. Any rotten fascia boards need to be replaced, wo done at an additional cost of x6" \$9 per foot. x8" Randy Palmeri and Son will supplement for hous any other material or labor that requires it to be se after the job is completed to insurance company	e all seams. tall new siding p windows in custom bent aluminum as per contract. p doors in custom bent aluminum as per contract. p garage doors as per contract. tall center vent aluminum soffit as per contract. tall center vent aluminum soffit as per contract. tall fascia as per contract. Ilk all necessary openings with QUAD caulk. hufacturers Warranty on all materials. ear warranty on installation of siding my wood needs to be replaced, would need to be done at an litional cost of \$90 OSB. / rotten fascia boards need to be replaced, would need to be he at an additional cost of x6" \$9 per foot. x8" \$11 per foot. hdy Palmeri and Son will supplement for house wrap and or o toher material or labor that requires it to be supplemented or the job is completed to insurance company payable to neowner. The amount supplemented would include over head			
PLY DRY HOUSE WRAP 9X10)	Roll	2.00	\$0.00	

Item 8.

Item	Description	Unit of Measure	Qty	Amou	int
TYVEK TAPE		Roll	2.00	\$0.0	00
Steel Standard Rib	Standard roofing and wall metal {exposed fastener	Items	17.00	\$12,750.0	00
Gutters				\$2,652.	.00
6 seamless gutter OT total ft	Includes gutters, downspouts and elbows	FT	204.00	\$2,652.0	00

TERMS & CONDITIONS

Binding Contract: This Estimate is valid for 30 days. During said 30 days the Estimate is subject to change or revocation by Contractor without notice. Except to the extent Contractor exercises its right to change and/or revoke the Estimate, the Estimate shall constitute a binding agreement "Agreement" upon acceptance by Owner(s). The date of such Agreement shall be the date of Owner(s)' acceptance.

Contractor: Shall mean Randy Palmeri And Son Inc..

Contract Price: Shall mean the Estimate Price as adjusted by the net of any written change orders.

Retail Work: Except as otherwise agreed between Owner(s) and Contractor, Owner(s) agrees to pay Contractor the Contract Price in cash, check, or credit card fees may vary, according to the following schedule: 50% of the Contract Price plus the cost of any special order materials due; prior to work beginning; and the balance of the Contract Price upon completion.

Insurance Work: Except as otherwise agreed between Owner(s), Insurance company and Contractor, Owner(s) agrees to pay Contractor the Contract Price in cash, check, or credit card fees may vary, according to the following schedule: ACV of the Contract Price plus the cost of any special order materials due; prior to work beginning; and the balance of the Contract Price upon completion along with any approved supplements.

Late Payment / Service Charge: Any funds owed greater than 30 days from completion of Work are subject to a service charge of 1.5% per month on the unpaid balance. Changes in Agreement: This Agreement, the work description and specifications, and the Contract Price shall not be modified except by written change order. A change order may be formalized by email correspondence between Contractor and Owner(s).

Contractor Responsibilities: Contractor agrees to perform the work description and specifications as outlined in the Estimate and any agreed written changes incorporated into this Agreement.

Work Schedule: All specifications for the work (shingle style & color, aluminum color, etc.) must be finalized prior to obtaining a final schedule date. Contractor agrees to perform the Work in a good and workmanlike manner with reasonable dispatch in accordance with the specifications contained herein. The Contractor is responsible for establishing scheduling and sequencing of the work to be performed. Reasonable delays include, but are not limited to, weather, non-delivery, discontinuance, default in shipment by a supplier in whole or in part, loss in transit, labor strikes, labor shortages, lockouts or other causes beyond Contractor's control.

shipment by a supplier in whole or in part, loss in transit, labor strikes, labor shortages, lockouts or other causes beyond Contractor's control. Materials: Except as otherwise set forth in a writing between Owner(s) and Contractor, Contractor will provide necessary materials to complete the work per the work description and specifications. Contractor shall not be responsible for an exact match of any materials, including but not limited to, roofing, siding, metal work, and shingle shading. Owner understands and acknowledges that unless otherwise agreed to in writing, all materials provided by Contractor are the property of Contractor and any unused materials as of the completion of the work will be retained by Contractor and removed from Owner(s) property. Safety: In order to comply with OSHA regulations regarding mandatory fall protection & safety procedures, safety equipment may be installed prior to work beginning and

Safety: In order to comply with OSHA regulations regarding mandatory fall protection & safety procedures, safety equipment may be installed prior to work beginning and removed upon project completion. If powerlines are too close to the work area Contractor will contact the power company to, at the power company's discretion, either have the power lines covered with protective equipment or shut off while Contractor is performing work. Any costs and fees associated with power company's services shall be the responsibility of Owner(s). Contractor will endeavor to minimize any charges or inconveniences. Our main concern is the safety of our employees and we will take all/any precautions deemed necessary.

Owner Responsibilities: Owner(s) warrants to Contractor that he/she/they is the legal owner of the property. Owner(s) agrees to provide to Contractor electric power and water for construction purposes at no charge to Contractor. Owner(s) shall make himself/herself available during work for clarification of specifications, approval of additional work and to provide adequate access to the property as may be required. Owner(s) acknowledges that the removal of permanently attached building materials often disturbs and vibrates the existing property. The noise, debris, and vibration generated from the work may cause inconvenience to Owner(s) and changes to Owner(s) property including but not limited to: interior wall cracks, flaking of wall paint, debris falling into attic, dust, disturbance to shrubbery and lawns, small divots or ruts in yard from equipment such as Equipter, small divots in the driveway from equipment such as roll-off containers and dump truck. As a precaution, Owner(s) shall remove from walls or ceilings items such as, but not limited to, chandeliers, paintings, pictures and any breakables. Owner(s) shall remove or move at least 10' away from work area any outdoor furniture, grills, planters, etc. Contractor shall not be responsible for any of the aforementioned property damage or for any inconvenience experienced by Owner(s) as a normal consequence of the work.

Building Permits: If permit is required, this will be the "Randy Palmeri and Son(s)" responsibility to obtain from your city or township.

Contractor Workmanship Warranty: Contractor warrants its workmanship against defects in the workmanship only for the period set forth in this Agreement from the date of completion of the work. However, said warranty shall be null and void under the following circumstances: (1) if Owner(s) fails to pay any sum owed to Contractor under this Agreement and any applicable change orders no warranty will be provided; (2) if Owner(s) fails to provide written notice to Contractor within ten (10) days of discovering any defect in Contractor's workmanship; (3) if Owner(s) permits any third party to alter or repair any of the work performed by Contractor in any way; (4) if defect is the result of Owner(s) failure to properly maintain and clean gutters at least twice per year; or (5) if defect is the result of Owner(s) failure to provide normal and routine care and maintenance as to the work. Contractor does not warrant the labor of items such as caulking materials, sealant, reflective coatings, painted surfaces, or metal materials.

Material Warranty: Contractor does not warrant the materials used to complete the Work. Material warranty shall be limited to manufacturer's warranty of materials according to the terms and conditions of said manufacturer warranty. In addition, Contractor does not warrant the material of items such as, but not limited to, caulking materials, sealant, reflective coatings, painted surfaces, metal materials, or the possible failure of these items.

Limitation of Liability: Owner(s) acknowledges that at no time shall Contractor's liability exceed the total amount charged for the work performed under this Agreement. Contractor shall not be liable for any defects which are characteristic to the particular materials such as cracks, splits, and shrinkage or warping of wood or lumber, etc. Owner Insurance: Owner(s) agrees to carry homeowner's insurance covering fire, theft, storm, and damage to the property including, but not limited to, landscaping, trees, shrubs, driveways and walkways in sufficient amounts to cover the work and materials under construction by the Contractor and agrees to compensate the Contractor for losses sustained by these conditions. Contractor shall, in amounts and with carriers subject to Contractor's sole discretion, provide workers' compensation and liability coverage for the Work.

Contractor Insurance: Contractor agrees to maintain liability insurance covering personal injury in an amount not less than \$50,000 and insurance covering property damage caused by its work in an amount not less than \$50,000.

Escalation clause for Specified Building Materials: The contract price for this project has been calculated based on the current prices for the component building materials. However, the market for the building materials is considered to be volatile, and sudden price increases could occur. Contractor will use our best efforts to obtain the lowest possible prices from available building material suppliers. In the event there should be an increase in the prices of the building materials that are purchased after execution of the contract, the Owner agrees to pay the cost increase. Contractor will notify the Owner of any material increases before a purchase is made. Service Calls: Service calls requested by the Owner shall be included in the written workmanship warranty only if the call for service is a warranted service call. On service calls where it is deemed by the Contractor to be a non-warranted item, the Owner will be charged for the service call or Work performed at Contractor's established rates. Cancellation: The Owner(s) may cancel this transaction at any time prior to midnight of the third business day after the date of this acceptance. See the included Notice of Cancellation form for an explanation of this right.

Customer Name (Print)	Customer Name (Print)	Randy Palmeri Rep Name (Print)
Date	Date	Date
Customer Signature	Customer Signature	Rep Signature

			Item 8.
Sul	ıb Total	\$26,652.0	00
Tot	otal	\$26,652.0	00



Rock River Energy Services Company 2047 S. IL Route 2 Oregon, IL 61061

October 2024 Start

August 12, 2024 Village of Poplar Grove 200 S Hill St. Poplar Grove, IL 61065

Current Energy Supply Con		Current Est.	. An	nual Cost									
Original Contracted Rate*:	LI d	0.04				r kWh	د ا: \$		116,269.99				
		Fixed "ALL	IN	CLUSIVE" Cost C	Com	parison:							
Price includes Cost of Energy, Trans	mis	an	d T	es, Capacity Char ransmission Lose le ComEd deliv	ses.		ice	and PJM Charge	es,	and Distributior			
Estimated Term kWh Consumption		12 Months		24 Months		36 Months		48 Months	60 Months				
Usage		2,421,787		4,843,574		7,265,361	9,687,148			12,108,935			
Constellation Alternative Supplier Rate:		0.05885		0.06376		0.06582		0.06663		0.0674			
Est. Annual Fixed Energy Cost:	\$	142,522.16	\$	154,413.14	\$			161,363.67					
Direct Energy													
Alternative Supplier Rate:		0.05859		0.06397		0.06676		0.06806		N/A			
Est. Annual Fixed Energy Cost:	\$	141,892.50	\$	154,921.71	\$	161,678.50	\$	164,826.82		,			
MC2					Ma	x Term 26 Months							
Alternative Supplier Rate:		0.05794				0.06303		N/A		N/A			
Est. Annual Fixed Energy Cost:	\$	140,318.34	\$	152,475.71	\$	152,645.23		N/ A		N/ A			
CleanSky					Ma	x Term 30 Months							
Alternative Supplier Rate:		0.06293		0.06840		0.06974		N / A		N / A			
Est. Annual Fixed Energy Cost:	\$	152,403.06	\$	165,650.23	\$	168,895.43		N/A		N/A			
AEP									м	ax Term 53 Month			
	_	0.05605		0.06170		0.06400		0.00741	_	0.000			

					PIUA	Term 55 Fionens
Alternative Supplier Rate:	0.05625	0.06172	0.06499	0.06741		0.06841
Est. Annual Fixed Energy Cost:	\$ 136,225.52	\$ 149,472.69	\$ 157,391.94	\$ 163,252.66	\$	165,674.45
-	•					•

Our Agent fee is included in this price and is paid to us directly from the contracted supplier.

This proposal is based on 16 location(s). See account list on 2nd tab The price is determined by the estimated term kWh usage, and these rates are time sensitive.

*May not include increases due to regulatory changes.

Morga

Village of Poplar Grove Custodial Services Proposal

Paul Gaziano VP Sales and Marketing 815-547-5858



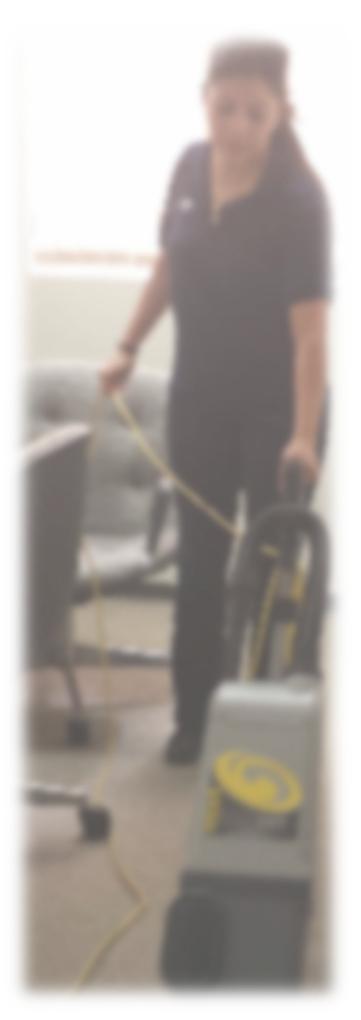


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EXECUTIVE SUMMARY

Village of Poplar Grove Katie Jaster Deputy Clerk 200 N. Hill Street Poplar Grove IL 61065

Katie,

On behalf of Morgan Building Maintenance Inc., we appreciate this opportunity to submit our proposal for the janitorial services for the Village of Poplar Grove.

With our over fifty years of cleaning service experience, we are fully confident that we can deliver an organized and concise Quality of Service that will meet all your expectations.

We feel our proposal is as accurate as we can put together, based on the information we have received from you. We are flexible, and if there are questions you may have or changes you would like to see, we are open for discussion.

From our Management Team to our Supervision Team, to our Cleaning Personnel, we will be part of your Team at Northwest Bank.

With the Scope of Work and Schedule of Services, you need a company that can organize and strategize the cleaning each day of your facility.

Morgan Building Maintenance Inc. primarily serves the Rockford and surrounding areas, so we can focus more precisely on our customers' needs and can respond to emergency cleanings and requests on very short notice.

When it comes to Customer Satisfaction, we feel we are number one in this category. Our mission statement reads: "We will Satisfy Every Customer's Needs in Every Service We Offer"

Respectfully,

Paul Day ano

Paul Gaziano V.P. of Sales

COMPANY OVERVIEW

Morgan Building Maintenance, Inc is one of the largest and most successful contract cleaning companies in the state line of North Central Illinois.

A locally owned business incorporated since 1969, military Veteran led in providing professional cleaning to Rockford, Belvidere, Loves Park, Machesney Park, South Beloit, Rochelle, Freeport and Beloit WI for the past 53 years.

We employ over 80+ full- and part-time people to clean 100 buildings throughout Rockford and surrounding areas each night.

We are headquartered locally in Belvidere, Illinois. Our location has strategically allowed us to serve in the North Central Illinois region and Southern Wisconsin markets.

MBM's core competence is geared for facilities such as.

- Commercial office buildings
- Factories
- · Financial/banking
- Apartment buildings
- Schools

Municipal buildings

Churches

- Healthcare facilities
- Fitness

Additional Services we provide are:

- Carpet cleaning
- Overhead cleaning
- Hard floor care
- Concrete de-greasing

- Stripping old wax
- Waxing and buffing
- Bathroom sanitation

PRINCEPAL OFFICERS



Dan Morgan Chief Executive Officer and Owner

Dan Morgan completed his undergrad degree in Marketing at Southern Illinois University and master's degree in Managerial Communications from Northwestern University.

Dan has directed MBM Inc to become a successful cleaning and maintenance business that provides comprehensive services to 60+ corporations. Progressively scaled business to develop highly proficient team of 80+ professionals. Trained company's president to oversee majority of current operations, thereby enabling opportunity to also focus on instructing university courses.

Dan owns and operates a commercial 14K sq. ft. building that houses the company's corporate operations; generate additional revenue by renting out supplemental office space to additional businesses.

After 16 years from Northern Illinois University in Dekalb IL. where he instructed Marketing courses, he went on to the University of Wisconsin in Madison and is currently an instructor in Organizational Behavior.

Married to his wife Joy for 32 years, they have 2 adult children Tori and Ben, 2 *"fur"* babies Gus and Stella. He enjoys pickleball, kayaking, bicycling and fast cars.



Reyle Cardino President/General Manager

Born and raised in Cebu City, Philippines, Reyle Cardino is a graduate of Rockford East High School, a short 2 years in Rock Valley College before joining the US Air Force in 1977 where he developed his leadership, analytical skills and managing teams.

After completing his term in the military in 1983, he went on to work for global companies such as *Intergraph Corporation* where he managed multiple computer graphics systems account in the Chicago areas, 1995 at *GE Healthcare* campus in Waukesha Wisconsin where he managed a team of Data Center engineers. He then joined *Siemens IT Solutions* in 2003 as a member of Project Management teams transitioning customer's data systems on a rapidly changing infrastructure and data solutions.

At MBM Inc. in 2012, Reyle brought with him a versatile skill set which includes team building, relationship cultivation, customer service, management and plan implementation. Reyle has a *"Can Do*" attitude, is always planning and implementing ideas to bring MBM Inc forward to be in stride with technology and cleaning solutions that can benefit the company and the customer community.

Outside of his work, he enjoys his 3 adult children and 1 grandchild, spending time playing music with friends and fishing.



Paul Gaziano VP Sales and Marketing

Born and raised in Rockford, IL. Paul has been with the company for 40 years. He worked his way up from supply salesman to Sales Manager, to V.P. of Sales, and is responsible for business development, contract negotiations, customer relations and retention.

Paul has attended several seminars conducted by Building Service Contractors Association International (BSCAI) and Dale Carnegie certificate of completion.

He attends networking events with the Belvidere Chamber of Commerce, and the Rockford Chamber of Commerce. He also is a member of the Knights of Columbus at his church and gets involved with other church programs as well.

Paul enjoys history as a hobby, has raised 3 adult children and has been married for 37 years to his beautiful wife Maggie.



Tony Wadsworth VP of Operations

Born in Dixon Illinois, Tony graduated from Dixon High School, then from Sauk Valley Community College, also in Dixon. Through his school years, Tony worked part-time at Raynor Manufacturing Company as a helper in several production departments, the maintenance department, shipping department and the finished goods warehouse.

After graduating, Tony took a full-time job with Raynor and after one year was offered an opportunity to help set up and establish a newly created Production and Inventory Control Department. At the time Raynor's market was growing rapidly and managing production and inventory was paramount in supporting this growth. Tony would eventually manage all the warehousing and inventory control in six facilities covering 900,000 square feet.

After Raynor, Tony moved to Rockford and accepted a similar position with Aubrey Manufacturing in Union, Illinois. Aubrey would eventually close due to market changes.

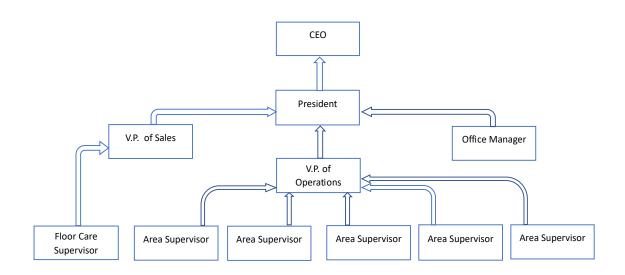
Tony then took a job in the service industry by joining Morgan Building Maintenance. Here he manages the janitorial operations in approximately 100 buildings in the Rockford and surrounding areas. He enjoys the help of several employees working on all shifts, including weekends. He also enjoys customer contact with dozens of customers and customer employees.

Tony has been married to his wife Deb for over 40 years, has two daughters, and three grandchildren.

ORGANIZATION

MBM Inc.





REFERENCES

References

<u>References</u>	Address	Phone	<u>Contact</u>
Stillman Bank	8492 East State Rockford IL	815 979-0986	Terry Frost
Urban Equities	134 N 1 st Street Rockford IL 61107	815 904-6696	Caleb Wilson
Liebovich	2116 Preston St. Rockford IL 61102	815 289-4266	Leanna McCarty

RECRUITMENT AND BACKGROUND CHECK

The average number of years our employees working with Morgan Building Maintenance has been 6 years.

Several methods are used in recruitment.

- Indeed
- Workforce Connections

- Catholic Charities
- Referrals

Security Background Check

We use Sentry Link NATIONAL CRIMINAL AND OFFENSE REPORT for background checks.

On Boarding

Once we have the proper positive information, the individual then fills out the necessary employment documents, and receives an employee handbook. All federal and state documents will be processed through our payroll system which will generate a new employee ID number. Time and Attendance system will also be configured to create an employee profile for punch-in and punch-out data.

Termination and Exit

When there is an employee who leaves, we will notify that day of termination or the next business by email or phone to the customer, or whoever you designate to be the contact person.

The Operations Manager or Area Supervisor will collect the uniforms, keys and ID badges from the employee to be returned to the MBM office. Contact customer to give notice of the pending change of assigned cleaners.

TRAINING AND CERTIFICATION

MBM Inc has attained an online training module using the CleanCheck Training System provided by Spartan Chemical.

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	CleanCheck *				My Profile	Change Language 🛨	Log Out	t				
	TRAINING SYSTEM	A	Admin- Course Catalog	Transcript & Certificates	5							
	COURSE CATALOG											
	Acute Health Care		Advanced Disinfection	Carpet Care		Classroom Cleaning						
	• VIEW COURSE			VIEW COURSE								
	Employee Personal Workspace Cleaning		Fitness Facilities	Food Processing Sanitation		Hard Floor Care						
	• VIEW COURSE											
	Healthcare Laundry		Hospitality Laundry	Hotel/Resort Cleaning		Kitchen Sanitation						
	• VIEW COURSE											
	Long Term Health Care		Office Cleaning	OSHA Bloodborne		OSHA GHS HAZCOM						
				Pathogen Standard VIEW COURSE		VIEW COURSE						
	Pandemic Disinfection		Post Pandemic Cleanup	Restroom Care		The ABC's of Cleaning						
			and Disinfection			Chemistry						
	• VIEW COURSE			VIEW COURSE								
	COMPLETED COUR	SES										

MBM Inc initial training starts with 1 hour of online courses on Office Cleaning and Restroom Care. They must pass the quiz in order to get certified.

The supervisor will perform onsite training with our cleaner to become familiar with the assigned building and its scope of work using the schedule of services.

OPERATING PLAN

Schedule of Services For Village of Poplar Grove

	lx/wk.	2x/MTh
General offices, private offices, conference rooms/boardrooms halls, lobby, and entries. (All Branches)		
• Empty wastebaskets into appropriate trash containers and put all trash in dumpsters at each location (note that if an office door is closed cleaning crew should NOT enter the office) NWB Team Member will place their trash container outside the door to be emptied if		
needed.	х	
Clean & sanitize drinking fountains	х	
Vacuum all carpeting and mats	х	
Spot clean entrance glass	х	
 Spot clean interior glass in partitions and doors 	х	
 Dust mop hard floors with treated mop 	х	
Damp mop all hard floors	х	
Remove fingerprints from doors, frames, light switches, kick and push plates and		
handles.	х	
Clean and sanitize telephones.	х	
 Dust all filing cabinets and high low partitions or other surfaces, including shelves, 		
keyboards, moldings and ledges.	х	
Dust all low horizontal surfaces to hand height, including sills and picture frames.	х	
Restrooms (Outside Restrooms clean twice per week)		
Clean and disinfect sinks, counters, toilet seats, bowls and urinals, including all		
chrome fittings.	х	
Empty and sanitize interior of sanitary containers.	х	
Clean and polish mirrors.	х	
Spot clean partitions.	х	
Sweep floors.	x	
Mop floors w/disinfectant	х	

 Remove spots, stains, splashes from wall area near hand basins and other fixtures 	. x	
• Fill soap, towel and toilet tissue containers.	х	
Empty all wastebaskets and replace liners.	x	
Pour disinfectant into floor drains.		
High dusting and low dusting all surfaces.		
Kitchen and Break Areas		
Damp clean tabletops, seats and backs of chairs.	x	
Empty all waste containers and disposals and replace liners as needed.	x	
Sweep floors	x	
Damp mop floors	х	
Clean Micro-Wave ovens	х	
Clean sinks	х	
High dust and low dust all surfaces		
Wipe cabinet faces and handles	х	

OPERATIONAL CHART

This is our Operational Chart for managing and work loading buildings.

V.P. of Operations Floor Care Supervisor Area Supervisor Area Supervisor Area Supervisor Area Supervisor Area Supervisor Area Supervisor

UW Health Work Organizational Chart

Operation Manager: Responsible for the overall Quality and Budgets of all buildings we service

Area Supervisors: They report to the Operation Manager and are responsible for their territory, supply inventory, budgets in each account, communications with their employees, assisting in the retention of the employees under their responsibility, and the overall quality of each account in their territories.

- Lead Cleaner: They report to the Territory Supervisor, and they are responsible for the account they clean and overall keep Quality at its highest level. They are normally the first to enter the building and prepare necessary cleaning supplies ready and the last cleaner to leave the building. Help coordinate the cleaning requirements for the night.
- **Cleaning Crew:** They are responsible for their area to clean and report any issues or concerns to the Lead Cleaner.

QUALITY INSPECTIONS

We monitor cleanliness and quality for each account by evaluating inspection reports, customer opinions, and making sure each item on the schedule of services for each customer is being addressed and resolved.

Our method of cleaning validation is the schedule of services which is converted into a check list. The check list is used by the individual cleaner, verified by the Lead Person in the account, and finally looked over by the Supervisor to put their seal of approval that all areas were cleaned to specifications.

We also recently hired a QC Manager who used to be one of our supervisors. She has a lot of experience in the cleaning business and is a great asset to our company.

SAFETY TRAINING

MBM's Excellent Safety Programs Result in Low Workman's Compensation Rates

Safety training is one of the highest priority areas of training for all employees of MBM. The success of MBM's safety training efforts is reflected in the Company's excellent Workman's Compensation experience modification. This results in a highly cost-efficient Workers Compensation rate and labor burden savings that MBM passes on to its customers. This performance is achieved by initial training and continuous reinforcement of the safety fundamentals such as

- Slippery floor precautions
- Proper lifting techniques
- · Safe use of hazardous chemicals
- Eye protection
- Skin protection
- Electrical hazards
- · Special security procedures for banks
- · Bloodborne pathogen cleaning and disinfecting
- · Working from ladders and scaffolding
- Using Material Safety Data Sheets
- Hazard communication labeling

MBM has Extremely Low Frequency of Lost Time Accidents

If on the job accidents occur, they are reported promptly an investigate thoroughly to determine causal factors and prevent reoccurrence.

INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY MAEND, EXTEMD OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER Coyle-Kiley Insurance Agency, Inc. CONTRACT Diane Roberts IMAME Rockford IL 61107-3673 INSURER 8: INSURER 8: INSURER 8: INSURER 9: INSURER 9: INSURER 8: INSURER 8: INSURE 10 TO THE INSURE 10 NUMBER: INSURER 8: INSURER 8: INSURE 10 TO THE INSURE 10 NUMBER: INSURE
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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

COST PROPOSAL

Cost Proposal Summary and Breakdown

For

Village of Poplar Grove

Our proposal is based on the specifications and the frequencies and as to when each cleaning task will be completed.

Cleaning will be one day per week for the village hall building including the restrooms in the building. The outside restrooms will be: twice per week

We figure our cost per month based on a couple of factors. Those are:

- 1. The approximate square footage of cleanable space. We take each area to be cleaned and use production rates on what it will take to clean each area under the schedule of services.
- 2. We factor in how much office space there is, how many restrooms and fixtures there are, the size of the break areas, and if there are other cleaning tasks that will need to be maintained under the schedule of services.
- 3. We then take the number of hours plus supervision to determine how long it will take each day to maintain each facility. This then is calculated using our hourly rate and the number of days we need to clean per year divided by 12 months, for the contract year.

Cost per month for cleaning Village Hall Bldg 1 day per week: \$429.00/mth

Cost per month for cleaning 2 days per week the Outside Restrooms: \$286.00/mth Total Cost: \$715.00 per month or \$3,575.00 for the rest of 2024. Total cost for 2025 would be: \$8,580.00 for 12 months.

<u>Optional Services:</u> Strip and wax Gathering Hall \$297.00 Machine scrub lobby and entry floors: \$140.00 Clean carpets: \$95.00

Supplies

Cost includes all cleaning chemicals, equipment, labor, supervision, insurance, and all other administrative costs.

Concentric would supply all perishable supplies such as, paper towels roll restrooms, toilet paper, hand soaps, and all sizes of liners.

Insurance

You will receive an insurance certificate once we are notified, we have a start date.

Billing Terms

We normally would like to receive payment in thirty days after the date of the invoice. We usually bill on the 1st of each month for that month of service.

Incentives

If Northwest Bank chooses our company as your cleaning service, we will complete the following projects at no additional cost to you.

Machine scrub the lobby floors December, January, and February once each month at no additional charge to you.

Detail clean all restrooms as a Spring Cleaning, early April. Clean walls, partitions, floors, and detail clean all fixtures.

Inspections

The buildings will be inspected on a routine basis. You will receive a copy of the inspection report.

Professional Janitorial Service Proposal

Prepared for:

VILLAGE OF POPLAR GROVE

200 Hill Street Poplar Grove, Illinois 61065

Submitted By:

ABC LLC

4329 Majesty Court Rockford, Illinois 61109 Luis Tafolla Owner (815) 790-7081 tarazco@msn.com

July 25, 2024

ABC LLC 4329 Majesty Court Rockford, Illinois 61109

July 25, 2024

Katie Jaster VILLAGE OF POPLAR GROVE 200 Hill Street Poplar Grove, Illinois 61065

Dear Katie,

Subject: Janitorial Service Proposal - VILLAGE OF POPLAR GROVE, 200 Hill Street, Poplar Grove, Illinois 61065

Thank you for allowing ABC LLC to prepare a professional cleaning service proposal for your consideration. We know it takes considerable time and effort to show any potential contractor your facility, and to provide them with the necessary information. *So again, thanks!*

Here are a few important highlights:

Before we start... All of our cleaners are thoroughly trained on how to perform each cleaning task, as well as on important safety issues. Our goal is to clean each customer's facility professionally and safely.

During the start... We know a seamless, no-hassle start-up is important to every customer. So at ABC LLC, we combine up-front preparation and training with strong management and direction to ensure a smooth, successful startup.

After the start... A systematic approach to keep your building looking good! At ABC LLC, we offer strong management and quality control to plan for, and not lose track of, the many necessary cleaning details.

We look forward to the opportunity of becoming a trusted and valued partner in improving and maintaining the appearance of your building. Please call if you have any questions, or need additional information as you review our proposal.

Sincerely,

Luis Tafolla Owner ABC LLC

VILLAGE OF POPLAR GROVE

Professional Janitorial Service Proposal

General

ABC LLC agrees to provide all labor, supervision, material, and equipment necessary to assure performance of specified cleaning service for the customer. This shall include all services described in the written specifications attached. ABC LLC agrees to furnish such cleaning service for a period of one year, the dates yet to be agreed upon.

Compensation

1 day per week Professional Cleaning Service Program: **\$795/mo.**

Special Services

Carpet cleaning is available - Price quoted upon request.

Waxable hard surface floors can be stripped and refinished or scrubbed and re-waxed - Price quoted upon request.

Exterior windows can be cleaned - Price quoted upon request.

\$ 860.00 for one weekly professional cleaning of building per contract request, with an additional cleaning of outside restrooms. (Outside restrooms will be cleaned twice weekly total).

\$925.00 for once-a-week professional cleaning of normal areas per contract request, plus two extra cleaning times for outside restrooms for a total of 3 times a week of outside restrooms cleaning.

\$1150.00 twice a week entire building per contract request (outside restrooms included)

\$1325.00 three times a week entire building per contract request (outside restrooms included)

Initial Cleaning

Detail cleaning of offices, restrooms, lunchroom and hallways including:

- Stripped and wax kitchen and meeting room floors.

- Machine floor scrubbing outside restrooms.
- High and low dusting of horizontal surfaces including desks, sills, cabinets etc.
- Detail vacuum carpeted areas including edges, under desks and behind doors
- Wiping of sides of desks, files, trash cans, doors and cabinets
- Cleaning and sanitizing of telephones including cradle and receivers
- Brushing and or crevice vacuuming of all upholstered chairs
- Wipe clean legs and bases of chairs and tables in offices areas etc.
- Clean all ceiling and HVAC vents in offices
- Wipe clean all restroom partitions, fixtures etc.
- Thorough wiping of all clear areas of office desktops and horizontal surfaces

Price: \$1,250.00

Service Schedule

Cleaning service operations described in this comprehensive program will be performed 1 day per week.

The cleaning crew will observe holidays observed by the customer. ABC LLC is prepared to adapt this work schedule to coincide with the needs and requests of the customer provided that such requests do not alter the cost of operations.

Invoicing

All invoicing will be itemized according to monthly work or for special tasks. Invoicing will be on the 1st of each month. Payment policy is net 30 days.

Supervision

Adequate personnel and supervision will be furnished to ensure quality service.

Supplies

The customer will furnish all consumable products inclusive of but not limited to: toilet tissue, towels, trash liners and hand soap. If desired, ABC LLC can provide these products and invoice them separately.

ABC LLC will furnish all cleaning supplies inclusive of but not limited to: cleaning agents, disinfectants, etc.

Equipment

ABC LLC will furnish and maintain all necessary cleaning equipment inclusive of but not limited to: floor machines, buffers, carpet extractor, vacuums, maid carts, mop buckets, wringers, mops and brooms. The customer agrees to provide a secure space for storage of this equipment, as may be necessary.

ABC LLC will comply with current OSHA regulations and proven procedures pertaining to all work performed at the customer's location.

Insurance

ABC LLC will furnish all forms of insurance required by law and shall maintain the same in force.

- Comprehensive General Liability
- Property Damage
- Workers' Compensation

Employee Status

Personnel supplied by ABC LLC are deemed employees of ABC LLC and will not for any purpose be considered employees or agents of the customer.

Equal Opportunity Employer

ABC LLC is an equal opportunity employer. All necessary employment forms will be maintained by our office as required by law.

Our Philosophy

ABC LLC is committed to providing quality janitorial services that deliver the highest levels of customer satisfaction.

Term

The term of this agreement shall be for a period of one (1) year and shall automatically renew for additional one (1) year periods on the anniversary date of this agreement.

Cancellation

This agreement may be terminated or canceled at any time with a minimum of thirty (30) days written notice from either party.

Agreement

This Agreement ("this Agreement") is made and entered into as of 20 , by and between ABC LLC, with its principal place of business located at 4329 Majesty Court, Rockford, Illinois 61109 and VILLAGE OF POPLAR GROVE with its principal place of business located at 200 Hill Street. Poplar Grove, Illinois 61065.

NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived by the parties they mutually agree to the terms and conditions as outlined above in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date and year first written above.

ABC LLC	VILLAGE OF POPLAR GROVE
Signature:	Signature:
Name:	Name:
Date:	Date:
Title:	Title:

References		
WINNEBAGO COUNTY SWCD 4833 Owen Center Road Rockford, IL 61101	Dennis Anthony	815-965-2392
ROCKFORD UROLOGICAL ASSOCIATE 351 Executive Pkwy STE L4 Rockford, IL 61107	S Mel Acosta	8153984057
AMERICAN FAMILY INSURANCE 2410b S ALPINE RD Rockford, IL 61108	Ace Rimorin	815-608-4037

Job Specifications

Entrances

Service Days
Monthly
1 day/wk.

Conference Rooms

Task Description	Service Days
Detail Dust - High And Low Areas	Monthly
Spot Clean All Walls, Light Switches And Doors	1 day/wk.
Damp Wipe Horizontal Surfaces-Use Appropriate Cleaner	1 day/wk.
Vacuum Or Brush Upholstered Furniture	Monthly
Clean And Sanitize Telephones	1 day/wk.
Arrange Furniture	1 day/wk.
Empty And Remove Trash, Replace Liner If Needed	1 day/wk.
Spot Clean Carpet, i.e. Spills	1 day/wk.
Detail Vacuum All Carpet	1 day/wk.
Detail Vacuum - Corners And Edges	Monthly

Offices

Task Description	Service Days
Detail Dust - High And Low Areas	Monthly
Spot Clean All Walls, Light Switches And Doors	1 day/wk.
Damp Wipe Horizontal Surfaces-Use Appropriate Cleaner	1 day/wk.
Vacuum Or Brush Upholstered Furniture	Monthly
Clean And Sanitize Telephones	1 day/wk.
Empty And Remove Trash, Replace Liner If Needed	1 day/wk.
Spot Clean Carpet, i.e. Spills	1 day/wk.
Detail Vacuum All Carpet	1 day/wk.
Detail Vacuum - Corners And Edges	Monthly

Restrooms

Task Description	Service Days
Empty Trash, Refill Supply Dispensers, Clean And Disinfect Restroom Fixtures, Clean Mirrors, Counters, Partitions And Chrome, Sweep And Mop Floor Using Appropriate Cleaner	1 day/wk.

Lunchrooms

Task Description	Service Days
Detail Dust - High And Low Areas	Monthly
Spot Clean Vending Machines, Walls And Light Switches	1 day/wk.
Arrange Furniture	1 day/wk.
Dust Mop Hard Surface Floors	1 day/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	1 day/wk.
Damp Wipe All Lunchroom Tables	1 day/wk.
Damp Wipe Eating Area Chairs	1 day/wk.
Damp Wipe Countertops Using Appropriate Cleaner	1 day/wk.
Clean Sinks Using Appropriate Cleaner	1 day/wk.
Clean Coffee Machine/Station	1 day/wk.
Vacuum Walk-Off Mats	1 day/wk.
Damp Clean Interior And Exterior Of Microwave	1 day/wk.
Empty And Remove Trash	1 day/wk.
Clean Refrigerator, Empty Contents If Requested	Monthly

Other Requirements

Task Description	Service Days
Site Supervision	1 day/wk.
Gather Supplies And Equipment For Shift	1 day/wk.
Clean And Arrange Janitor Closet	1 day/wk.
Prepare For The Next Day	1 day/wk.
Turn Off Lights - Per Instructions	1 day/wk.
Shut And Lock Doors, Set Alarm - Per Instructions	1 day/wk.

Professional Janitorial Service Proposal

Prepared for:

Village of poplar grove 455 hill street Poplar Grove

Submitted By:

Advanced Cleaning

1111 South Alpine Road Rockford, II 61108 Tom Kellogg President 1-815-871-5517 advanced2004@icloud.com

July 26, 2024

Advanced Cleaning 1111 South Alpine Road Rockford, II 61108

July 26, 2024

Katie Jaster Village of poplar grove 455 hill street Poplar Grove

Dear Katie,

Subject: Janitorial Service Proposal - Village of poplar grove, 455 hill street, Poplar Grove

Thank you for allowing Advanced Cleaning to prepare a professional cleaning service proposal for your consideration. We know it takes considerable time and effort to show any potential contractor your facility, and to provide them with the necessary information. *So again, thanks!*

Here are a few important highlights:

Before we start... All of our cleaners are thoroughly trained on how to perform each cleaning task, as well as on important safety issues. Our goal is to clean each customer's facility professionally and safely.

During the start... We know a seamless, no-hassle start-up is important to every customer. So at Advanced Cleaning, we combine up-front preparation and training with strong management and direction to ensure a smooth, successful startup.

After the start... A systematic approach to keep your building looking good! At Advanced Cleaning, we offer strong management and quality control to plan for, and not lose track of, the many necessary cleaning details.

We look forward to the opportunity of becoming a trusted and valued partner in improving and maintaining the appearance of your building. Please call if you have any questions, or need additional information as you review our proposal.

Sincerely,

Tom Kellogg President Advanced Cleaning

Village of poplar grove

Professional Janitorial Service Proposal

General

Advanced Cleaning agrees to provide all labor, supervision, material, and equipment necessary to assure performance of specified cleaning service for the customer. This shall include all services described in the written specifications attached. Advanced Cleaning agrees to furnish such cleaning service for a period of one year, the dates yet to be agreed upon.

Compensation

1 day per week Professional Cleaning Service Program: \$819/mo.

Special Services

Carpet cleaning is available - Price quoted upon request.

Waxable hard surface floors can be stripped and refinished or scrubbed and re-waxed - Price quoted upon request.

Exterior windows can be cleaned - Price quoted upon request.

Service Schedule

Cleaning service operations described in this comprehensive program will be performed 1 day per week.

The cleaning crew will observe holidays observed by the customer. Advanced Cleaning is prepared to adapt this work schedule to coincide with the needs and requests of the customer provided that such requests do not alter the cost of operations.

Invoicing

All invoicing will be itemized according to monthly work or for special tasks. Invoicing will be on the 1st of each month. Payment policy is net 30 days.

Supervision

Adequate personnel and supervision will be furnished to ensure quality service.

Supplies

The customer will furnish all consumable products inclusive of but not limited to: toilet tissue, towels, trash liners and hand soap. If desired, Advanced Cleaning can provide these products and invoice them separately.

Advanced Cleaning will furnish all cleaning supplies inclusive of but not limited to: cleaning agents, disinfectants, etc.

Equipment

Advanced Cleaning will furnish and maintain all necessary cleaning equipment inclusive of but not limited to: floor machines, buffers, carpet extractor, vacuums, maid carts, mop buckets, wringers, mops and brooms. The customer agrees to provide a secure space for storage of this equipment, as may be necessary.

Advanced Cleaning will comply with current OSHA regulations and proven procedures pertaining to all work performed at the customer's location.

Insurance

Advanced Cleaning will furnish all forms of insurance required by law and shall maintain the same in force.

- Comprehensive General Liability
- Property Damage
- Workers' Compensation

Employee Status

Personnel supplied by Advanced Cleaning are deemed employees of Advanced Cleaning and will not for any purpose be considered employees or agents of the customer.

Equal Opportunity Employer

Advanced Cleaning is an equal opportunity employer. All necessary employment forms will be maintained by our office as required by law.

Our Philosophy

Advanced Cleaning is committed to providing quality janitorial services that deliver the highest levels of customer satisfaction.

Term

The term of this agreement shall be for a period of one (1) year and shall automatically renew for additional one (1) year periods on the anniversary date of this agreement.

Cancellation

This agreement may be terminated or canceled at any time with a minimum of thirty (30) days written notice from either party.

Agreement

This Agreement ("this Agreement") is made and entered into as of ______, 20___, by and between Advanced Cleaning, with its principal place of business located at 1111 South Alpine Road, Rockford, II 61108 and Village of poplar grove with its principal place of business located at 455 hill street, Poplar Grove, .

NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived by the parties they mutually agree to the terms and conditions as outlined above in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date and year first written above.

Advanced Cleaning	Village of poplar grove
Signature:	Signature:
Name:	Name:
Date:	Date:
Title:	Title:

_

Job Specifications

Entrances

Task Description	Service Days
Detail Dust - High And Low Areas	1 day/wk.
Spot Clean All Walls, Light Switches And Doors	1 day/wk.
Detail Vacuum All Carpet	1 day/wk.
Clean Both Sides Of Door Glass And Wipe Frames	1 day/wk.
Vacuum Walk-Off Mats	1 day/wk.

Conference Rooms

Task Description	Service Days
Detail Dust - High And Low Areas	1 day/wk.
Spot Clean All Walls, Light Switches And Doors	1 day/wk.
Damp Wipe Horizontal Surfaces-Use Appropriate Cleaner	1 day/wk.
Empty And Remove Trash, Replace Liner If Needed	1 day/wk.
Detail Vacuum All Carpet	1 day/wk.

Offices

Task Description	Service Days
Detail Dust - High And Low Areas	1 day/wk.
Spot Clean All Walls, Light Switches And Doors	1 day/wk.
Damp Wipe Horizontal Surfaces-Use Appropriate Cleaner	1 day/wk.
Empty And Remove Trash, Replace Liner If Needed	1 day/wk.
Detail Vacuum All Carpet	1 day/wk.

Restrooms

Task Description	Service Days
Empty Trash, Refill Supply Dispensers, Clean And Disinfect Restroom Fixtures, Clean Mirrors, Counters, Partitions And Chrome, Sweep And Mop Floor Using Appropriate Cleaner	1 day/wk.

Lunchrooms

Service Days
Monthly
1 day/wk.
1 day/wk.

Damp Mop Hard Surface Floors- Use Appropriate Cleaner	1 day/wk.
Damp Wipe All Lunchroom Tables	1 day/wk.
Damp Wipe Eating Area Chairs	1 day/wk.
Damp Wipe Countertops Using Appropriate Cleaner	1 day/wk.
Clean Sinks Using Appropriate Cleaner	1 day/wk.
Vacuum Walk-Off Mats	1 day/wk.
Damp Clean Exterior Of Microwave	1 day/wk.
Empty And Remove Trash	1 day/wk.

Board room

Task Description	Service Days
Detail Dust - High And Low Areas	Monthly
Spot Clean All Walls, Light Switches And Doors	Monthly
Spot Vacuum All Carpet	Monthly

Other Requirements

Task Description	Service Days
Site Supervision	1 day/wk.
Gather Supplies And Equipment For Shift	1 day/wk.
Clean And Arrange Janitor Closet	1 day/wk.
Prepare For The Next Day	1 day/wk.
Turn Off Lights - Per Instructions	1 day/wk.
Shut And Lock Doors, Set Alarm - Per Instructions	1 day/wk.



MPI-K9 Security www.mpik9.com

Security Contract Agreement

This Security Contract ("Contract") is made and entered into on this 5th day of August, 2024 (the "Effective Date"), between MPI-K9 Security, referred to as "Contractor," and The Village of Poplar Grove, referred to as "Client."

Services Provided:

a. Contractor agrees to provide guard services at the premises of Poplar Grove Village Hall (200 N. Hill Street, Polar Grove, IL, USA).

b. Security services shall be from 7:00PM – 10:00PM, or mutually agreed upon by Contractor and Client.

c. 1 (one) guard shall be present at the rate of \$35.00 per hour.

d. Contractor shall maintain a suitable number of trained guards to fulfill the obligations under this Contract.

Obligations of the Contractor:

a. Contractor shall provide competent and reliable guards who are trained to handle emergency situations and are knowledgeable about safety protocols.

b. Contractor shall ensure that the guard is appropriately uniformed and identifiable to the Client and its staff.

c. Contractor shall maintain regular communication with the Client to address any concerns or issues related to security services promptly.

d. Contractor shall comply with all applicable laws, regulations, and industry standards regarding security services.

Obligations of the Client:

a. Client shall provide Contractor with all necessary access to the premises, including keys, codes, and other relevant information, to perform the security services effectively.

b. Client shall promptly notify Contractor of any changes in the schedule, special events, or any other relevant information that may affect the provision of security services.

c. Client shall cooperate with Contractor's security guards, provide them with necessary assistance, and follow their instructions in case of an emergency.

Fees and Payment:

a. Client agrees to pay Contractor the agreed-upon fees for the security guard services provided, as outlined in the attached Terms and Conditions. (<u>https://www.mpik9.com/terms-conditions-of-purchase/</u>)
b. Payment shall be made by the Client to the Contractor within 7 days from the date of receipt of an invoice.

Termination:

a. Either party may terminate this Contract by providing written notice to the other party with 30 days' notice.

b. Either party may terminate this Contract immediately if the other party breaches any material term or condition of this Contract.

c. Upon termination, Contractor shall promptly remove all personnel and equipment from the premises.

Confidentiality:

Both parties agree to maintain the confidentiality of any sensitive information disclosed during the course of this Contract, including but not limited to security procedures, access codes, and any other proprietary information.

Indemnification:

Each party (the "Indemnifying Party") shall defend, indemnify, and hold harmless the other party and its affiliates, officers, directors, employees, subcontractors, agents and/or representatives (collectively, with respect to the party entitled to indemnification under this section, the "Indemnified Parties") from and against any and all third party claims, actions, liabilities, demands, losses, damage, judgement, costs and expenses or other obligation or right of action, including without limitation reasonable attorneys' fees incurred by any of the Indemnified Parties, to the extent arising as a result of (a) breach of any provision of this Contract by the Indemnifying Party or its employees or subcontractors, or (b) anything done or omitted to be done through the negligence, default, or misconduct of the Indemnifying Party or of its affiliate, officers, directors, employees, subcontractors, agents and/or representatives.

Insurance:

Contractor shall maintain the following insurance coverages:

- (a) Worker's Compensation Coverage for its Security Officers in the sum of One Million Dollars (\$1,000,000.00) for each occurrence.
- (b) General Liability Insurance in the sum of One Million Dollars (\$1,000,000.00) for each occurrence.

Prior to performing any services under this Contract, Contractor must provide a certificate of insurance to Client evidencing the coverage required under this Contract.

Attorneys' Fees and Disbursements:

If any party engages an attorney (including the use of in-house counsel) in connection with any action or proceeding (including, without limitation, any arbitration or mediation proceeding) to enforce or construe this Agreement, the court or arbitrator, as the case may be, may award the prevailing party in such action or proceeding its reasonable attorneys' fees, legal costs and disbursements. If different parties are the prevailing parties on different issues, the court or arbitrator, as the case may be, may apportion the attorneys' fees, legal costs and disbursements in proportion to the value of the issues decided for and against the parties.

Independent Contractor:

Nothing in this Contractor constitutes Client and Contractor as employer or employee, the intent of the parties being that the relationship between them is that of client and

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independent contractor for all purposes. Contractor has no authority to and may not incur obligations or liability of any kind in the name of, or for the account of, Client. Contractor agrees to indemnify, defend, and hold harmless Client to the extent of any obligation imposed on Client to pay any withholding taxes, social security, unemployment or disability insurance or similar items, including interest and penalties thereon, in connection with any payments made to Contractor by Client pursuant to this Agreement and/or resulting from Contractor being determined not to be an independent contractor.

Governing Law:

This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. Any disputes arising under this Contract shall be subject to the exclusive jurisdiction of the courts of Illinois.

Entire Agreement:

This Contract constitutes the entire agreement between the parties and supersedes all prior understandings, agreements, or representations, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Security Contract as of the Effective

Date.

Kipton Bucey Deputy Chief MPI-K9 Security & Protection Dogs 8/5/2024

Owen Costanza Village of Poplar Grove 8/5/2024