



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, November 09, 2022 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

AGENDA

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

APPROVAL OF AGENDA (Voice Vote)

APPROVAL OF MINUTES (Voice Vote)

1. Motion to approve minutes from the October 12, 2022 Board Meeting

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

OLD BUSINESS

2. Discuss responses to Request for Proposals for Garbage/Recycling Services for Residential and Commercial Properties in the Village of Poplar Grove and Approve selection of contractor to begin contract negotiations

3. Reconsideration of Village President veto of **Resolution 2022-38** a resolution of the Village of Poplar Grove, Illinois to approve and authorize the Village President to execute an intergovernmental agreement with Belvidere Township Park District regarding Mansfield Park and ratification of previous action by the Village Board on November 1, 2022

4. Motion to approve **Resolution 2022-38** a resolution of the Village of Poplar Grove, Illinois to approve and authorize the Village President to execute an intergovernmental agreement with Belvidere Township Park District regarding Mansfield Park and ratification of previous action by the Village Board on November 1, 2022
5. Reconsideration of Village President veto of the purchase of playground equipment from Cunningham Recreation d/b/a Game Time in the amount of \$61,645.56 from the Capital Improvement Fund and ratification of previous action by the Village Board on November 1, 2022
6. Motion to approve the purchase of playground equipment from Cunningham Recreation d/b/a Game Time in the amount of \$61,645.56 from the Capital Improvement Fund and ratification of previous action by the Village Board on November 1, 2022

NEW BUSINESS

7. Motion to approve **Resolution 2022- 39** appointment and authorization of a Trustee to execute an Intergovernmental Agreement with Belvidere Township Park District in the absence of Village President signature
8. Discuss/Approve **Ordinance 2022-18** an Ordinance of the Village of Poplar Grove, Illinois approving and authorizing the Village to enter into a lease agreement with Kelly A. Kolec D/B/A as Majestic Cuts Dog Grooming for a portion of the real property located at 100 S. State Street, Poplar Grove, Illinois
9. Motion to Reconsider **Ordinance 2022-16** an ordinance of the Village of Poplar Grove Amending Title 1- Administration, Chapter 6 - Village officers and Employees, of the Village of Poplar Grove Code of Ordinances to create the Office of Village Collector
10. Discuss/approve termination of cleaning services with RGB and selection of new provider
11. Discuss/approve class E Liquor License for the Vintage Wings and Wheels Museum for event occurring on November 19, 2022

GOOD OF THE VILLAGE

Board of Trustees Meeting - November 16, 2022 7:00pm

9th Annual Christmas Celebration and Tree lighting - November 19, 2022 4:00pm -6:00pm

Village Hall Closed - November 24 and 25 for Thanksgiving

ADJOURNMENT (Voice Vote)

KJA 11/07/2022



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, October 12, 2022 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

MINUTES

CALL TO ORDER

Meeting was called to order at 7:00pm by President Don Sattler

ROLL CALL

PRESENT

Finance Chairman Eric Miller
Trustee Jeff Goings
Trustee Ed Wethington
Trustee Dan Cheek
Trustee Betsy Straw
Deputy Clerk Barb Resch
Attorney David Kurlinkus
Treasurer Carina Boyd
Public Works Director David Howe

ABSENT

Admin Chairman Ron Quimby
Clerk Karri Anderberg

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

APPROVAL OF AGENDA (Voice Vote)

Motion made by Trustee Wethington, Seconded by Finance Chairman Miller. Motion passed by voice vote

APPROVAL OF MINUTES (Voice Vote)

1. Motion to approve minutes from September 14, 2022 board meeting
Motion made by Trustee Goings, 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.*

no public comment

NEW BUSINESS

2. Discuss/approve waving of disconnection fee of \$110.00 for 129 Titleist Trail
Deputy Clerk Resch explained the issue and Trustees asked questions to staff.
Dave Allgood - would like to question the process. Would like to see the shut off letter changed a little bit.
Motion made by Trustee Wethington, Seconded by Finance Chairman Miller.
Voting Nay: Finance Chairman Miller, Trustee Goings, Trustee Wethington, Trustee Cheek, Trustee Straw
3. Discuss/approve **Resolution 2022-37** a resolution of the Village of Poplar Grove, Illinois to approve and authorize the Village president to execute an amendment to the renewal standard rental service agreement for uniform and facilities services products for the Village of Poplar Grove with Cintas
Motion made by Finance Chairman Miller, Seconded by Trustee Goings.
Voting Yea: Finance Chairman Miller, Trustee Goings, Trustee Wethington, Trustee Cheek, Trustee Straw
Treasurer Boyd explained that this just a amendment to the current contract.
4. Discuss/approve the purchase of playground equipment from Cunningham Recreation d/b/a Game Time in the amount of \$61,645.56 from the Capital Improvement Fund
Motion made by Trustee Cheek, Seconded by Finance Chairman Miller.
Voting Yea: Finance Chairman Miller, Trustee Goings, Trustee Wethington, Trustee Cheek, Trustee Straw
Public Works David Howe explained that game time has a grant match. The invoice needs to be payed by 11/1.
The board asked questions and discussed amongst them self.
Motion to call to question made by Trustee Wethington, Seconded by Trustee Goings.

Voting Yea: Finance Chairman Miller, Trustee Goings, Trustee Wethington, Trustee Cheek, Trustee Straw
5. Discuss/approve **Resolution 2022-38** a resolution of the Village of Poplar Grove, Illinois to Approve and Authorize the Village President to Execute an Intergovernmental Agreement with the Belvidere Township Park District Regarding Mansfield Park

Motion made by Finance Chairman Miller, Seconded by Trustee Goings.
 Voting Yea: Finance Chairman Miller, Trustee Goings, Trustee Wethington, Trustee
 Cheek, Trustee Straw
 Board and Staff discussed an IGA between the Village and The Belvidere Township park
 district
 Rick Borrett Jr- would like to see the park get passed. Would like the board to consider
 the residents of the south part of Poplar Grove. A lot of them want the park and have
 expressed that.

GOOD OF THE VILLAGE

Board of Trustees October 19, 2022 7:00pm
 Planning and Zoning October 26, 2022 6:00pm
Trick or Treating October 31, 2022 4:00pm-7:00pm
 Board Training November 1, 2022 6:00 pm

Board of Trustees November 9, 2022 7:00pm
 Board of Trustees November 16, 2022 7:00pm
Tree Lighting November 19, 2022 4:00pm -6:00 pm

ADJOURNMENT (Voice Vote)

KJA 10/10/2022

Motion made by Trustee Goings, Seconded by Trustee Wethington. Motion passed by voice
 vote.

Meeting Adjourned at 7:46pm



SOSNOWSKI | SZETO LLP

MEMORANDUM

CONFIDENTIAL – ATTORNEY CLIENT PRIVILEGE COMMUNICATION

To: Village of Poplar Grove President, Board of Trustees and Clerk
From: Attorney David Kurlinkus
Date: November 4, 2022
Re: **Responses to Board Questions on Garbage RFP**

The following questions were submitted by Board members regarding the responses to the garbage RFP. Waste Management submitted a revised response that provided information exceeding responses to the questions below. That information is not included in this document since it was not part of the original response or in response to a question. Since the other respondent was not offered the opportunity to supplement its original response, the additional material submitted by Waste Management should not be considered in evaluating the responses. Questions 2 and 4 were answered by Sosnowski/Szeto since the subject matter is not the type the respondents would typically respond to.

1. What is the rate for weekly garbage and recycling for residential customers only, if the Village covers garbage costs up front?

MDC—If the Village covers the cost of curbside collection of refuse, recycling and yard waste, it would allow for a total decrease of the monthly rates by \$0.10/home.

Waste Management—See attached Exhibit A.

2. Is there an evergreen clause (automatic) in the current contract?
Answered by Sosnowski/Szeto—No. The current contract is for four years and contains no automatic renewal language.

3. There is concern about whether recycling services are legitimate. Please provide more details on what is actually done with the material to be recycled once it is picked up from the curb?

MDC—MDC takes pride in our ability to successfully collect, process and market residential recyclables. If we become the selected provider for the Village of Poplar Grove, recyclables collected at the curb will be taken back to our facility located in Marengo and transferred to our material recovery facility (MRF) located in Elk Grove. Our MRF is outfitted with some of the most advanced technology available in our industry. We pair both automated processes along with hands on separation to ensure the cleanest bales with which to take to market. A tour is available should any Village staff or trustees wish to see our MRF in action. Should you have additional questions and would like more specifics, please do not hesitate to ask.

Waste Management—See Attached Exhibit B and C.

4. Is there any benefit to a 10-year agreement?
Answered by Sosnowski/Szeto—The 10-year agreement would have the benefit of allowing the Village to know what its fixed costs for the contract would be for a longer period of time. This, in turn, would allow the Village to know what its budget would be for a longer period and would allow it to inform its residents of the cost of garbage collection for a longer period of time. Also, the issue of negotiating an extension or preparing another RFP would be postponed for an additional five years.

VILLAGE OF POPLAR GROVE WASTE HAULING, RECYCLING, & REFUSE COLLECTION

5-YEAR 5-MONTH PROPOSAL—GARBAGE AND WEEKLY RECYCLING ONE BILL TO VILLAGE

To the Village Board of Poplar Grove

Proposal of Waste Management of Illinois, Inc.
Company Name

For the Supply of services per the specifications for Residential and Commercial Curbside Collection Program for the Village of Poplar Grove at the following rates:

Rates on per month basis:

Year ending	Non-Senior Rate	Senior Rate*	Non-Senior Rate	Senior Rate*
	96 gal. Container <small>These prices include a 64 gal. yard waste cart</small>	96 gal. Container	96 gal. Container <small>These prices do not include a yard waste cart</small>	96 gal. Container
January 1, 2023	\$ <u>26.75</u>	\$ <u>25.75</u>	\$ <u>26.85</u>	\$ <u>25.85</u>
January 1, 2024	\$ <u>28.14</u>	\$ <u>27.09</u>	\$ <u>28.24</u>	\$ <u>27.19</u>
January 1, 2025	\$ <u>29.60</u>	\$ <u>28.49</u>	\$ <u>29.70</u>	\$ <u>28.60</u>
January 1, 2026	\$ <u>31.13</u>	\$ <u>29.96</u>	\$ <u>31.24</u>	\$ <u>30.08</u>
January 1, 2027	\$ <u>32.74</u>	\$ <u>31.51</u>	\$ <u>32.85</u>	\$ <u>31.63</u>
January 1, 2028 to April 30, 2028	\$ <u>34.43</u>	\$ <u>33.14</u>	\$ <u>34.54</u>	\$ <u>33.26</u>

*Seniors (age 62 and older) have the option of a 35 gal container.

Provide the same information for dumpsters.--Please see the commercial rate sheet on page 8.

Name: Waste Management of Illinois, Inc. - Elaine Maheras, Area Director, Public Sector Solutions

Incorporated: Yes X No _____

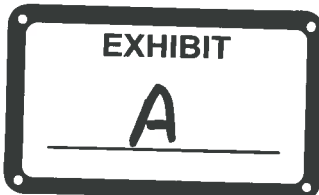
Date of Incorporation: 10/21/1968

Federal Tax Identification Number: 36-2660859

Address: 8538 Hwy 251 South
Davis Junction, IL 61020

Telephone Number: (847)980-7648

Signature of Representative: *Elaine Maheras*



WM Hodgkins Material Recovery Facility



The WM Hodgkins Material Recovery Facility opened in the south Chicago suburb of Hodgkins, Illinois in December 2019. The facility, known as “WM’s MRF of the Future” was the first of its design with installation of a blend of proprietary technology and equipment.

The facility accepts single stream recycling materials, including plastic, fiber/paper/cardboard materials, aluminum, tin and glass, generated by and collected from residential and commercial customers throughout the Chicagoland area. At full capacity, the facility is capable of processing approximately 1,000 tons per day of inbound recyclable materials.

The operation assists in meeting the stringent and ever-increasing quality requirements of plastic and paper mills, for clean and contamination-free feedstock for their processes.

Proprietary Design and Technologies

The WM Hodgkins MRF utilizes automated equipment or “intelligent sorting” to improve material quality and eliminate downtime. Older or traditional MRF’s rely on equipment that is designed with disc screens resulting in increased downtime and lower material quality. Automation helps the facility process more materials with a higher throughput resulting in higher quality recycled material.

Another benefit of this automation equipment is improved maintenance with operational information. WM’s world-class design aligned with the best operators in the industry contribute to one of the largest and most efficient single stream recycling facilities in North America.

HODGKINS MATERIAL RECOVERY FACILITY (MRF)

6120 River Rd.
Hodgkins, IL 60525

HOURS OF OPERATION

Monday – Friday
5:00 a.m. to 11:30 p.m.

YEAR OPENED

2019

FACILITY STATS

157,000 square-foot
building

Capable of processing
about 1,000 tons/day

COMMUNITIES SERVED

Greater Chicagoland Area

CUSTOMER INQUIRY

www.wm.com

MEDIA RELATIONS

Lisa Disbrow
317-508-5113
ldisbrow@wm.com



CIRCULARITY

Recycling

WM has become North America's most trusted post-consumer recycling leader. We not only collect materials from households and businesses across the U.S. and Canada, we also sell them to manufacturers to be recycled and sold in North American markets.

The recycling process begins when manufacturers demonstrate demand for recyclable materials, which leads companies like WM to build the infrastructure to collect and process them. This complex cycle is complete only when materials are converted into new products that can be used again.

Demand for recycled materials is growing. Several states have recently passed minimum-recycled-content mandates, and many companies are responding to requirements for recycled content from their own customers and to meet sustainability targets. In California, **manufacturers** of plastic beverage containers must use 50% post-consumer resin in their bottles by 2030. The opening of new paper mills that rely on recycled input has created even more domestic recycling opportunities. WM is helping expand the availability of recycled materials by investing in infrastructure, increasing access to recycling services and educating customers through our Recycle Right® program.

Investments in Infrastructure
WM is investing in enhanced MRF technology at new and existing facilities to support increased recycling volumes while allowing for dynamic adjustments to respond to evolving end-market demands. Recently, we have opened new MRFs in Chicago, Illinois; Salt Lake City, Utah; Raleigh-Durham, North Carolina; and Sun Valley, California. These facilities are equipped with state-of-the-art recycling technology, including robotics, intelligent sorting equipment, volumetric scanners, cameras, fire suppression technology and more. Our Chicago MRF was the pilot location for many of these innovations and was named the National Waste and Recycling Association (NWRA) 2021 Recycling Facility of the Year. In addition to these new facilities, we are renovating MRFs in Houston, Texas; Cleveland, Ohio; Washington State; and Maryland.

Here's how it works:



Mixed recyclables are collected curbside by a WM truck.



Trucks travel to an MRF, where recyclables are unloaded onto a tip floor.



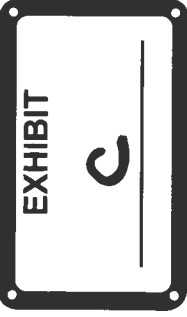
Material is unloaded, inspected and stored until it's ready to be transferred to a conveyor.



Sortation equipment separates cups, cans, containers and bottles from paper. An eddy current sorts aluminum into a metals-only stream.



Sorted materials are baled and shipped to customers, where they are used as feedstock for new products.



RESOLUTION NUMBER: 2022-38

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS TO APPROVE AND AUTHORIZE THE VILLAGE PRESIDENT TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE BELVIDERE TOWNSHIP PARK DISTRICT REGARDING MANSFIELD PARK

WHEREAS, the Village of Poplar Grove (the “Village”) desires to collaborate with the Belvidere Township Park District (the “District”) to create a public park on the real properties owned by the Village commonly known as 211-217 Saratoga Lane, Poplar Grove, IL and with PINs: 05-11-227-016; 05-11-227-015; and 05-11-227-014 (collectively referred to herein as the “Property”); and

WHEREAS, the Village and the District have reached an accord as to the terms and conditions upon which the park will be constructed, funded and maintained and have memorialized the same in an Intergovernmental Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein (“Agreement”); and

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

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

1. The above recitals are incorporated herein and made a part hereof.
2. The Village hereby accepts and approves the Agreement attached hereto as Exhibit A, or one in substantially similar form.
3. The Village President and Village Clerk are hereby authorized to execute and attest the Agreement.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS ____ DAY OF _____, 2022

AS FOLLOWS:

VOTING “AYE”: _____

VOTING “NAY”: _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2022

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

EXHIBIT A: AGREEMENT

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF POPLAR GROVE, ILLINOIS AND THE BELVIDERE TOWNSHIP PARK DISTRICT REGARDING MANSFIELD PARK

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter “the Agreement”) is entered into this ___ day of _____, 2022 by and between the VILLAGE OF POPLAR GROVE, ILLINOIS, an Illinois municipal corporation (hereinafter “Village”) and the BELVIDERE TOWNSHIP PARK DISTRICT, an Illinois Park District (hereinafter “District”) The Village and District are collectively referred to herein at times as “the Parties” or individually as a “Party”.

RECITALS:

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, the Village and the Park District desire to collaborate in the creation of a public park (the “Project”) on the Village owned real property commonly known as 211-217 Saratoga Lane, Poplar Grove, IL and with PINs: 05-11-227-016; 05-11-227-015; and 05-11-227-014 (collectively referred to herein as the “Property”); and

WHEREAS, the Property is approximately 2 acres in size; and

WHEREAS, the Parties have reached an accord as to the terms and conditions upon which the Project will be constructed, funded and maintained and have memorialized the same herein.

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Recitals.

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

Section 2. Village’s Obligations.

- A. The Parties acknowledge and agree that the Village has taken the necessary steps to acquire and currently owns the Property.
- B. Subject to reimbursement by the District as set forth in Section 3 below, the Village, at its costs, will purchase and have installed the playground equipment for the Project. A list of the playground equipment to be purchased is attached hereto as **Exhibit A** and incorporated herein. A site plan for the park is attached hereto as **Exhibit B** and incorporated herein.

- C. The Village has or will apply for an OSLAD grant to reimburse the Village for the costs of the site preparation and installation of the playground equipment.
- D. After the Property is developed with a public park, the Village shall be responsible for the maintenance of the playground equipment, mowing of grass and picking up of garbage in the park at its expense.
- E. The Village will be responsible for maintaining insurance on the park at its expense.

Section 3. District’s Obligations.

- A. The District shall contribute the sum of Fifty Thousand and 00/100th Dollars (\$50,000.00) towards the costs of the Project. Such contribution shall be made as a reimbursement to the Village for Project costs incurred by the Village and shall be made by the District within 30 days of written or electronic mail request by the Village.

Section 4. Breach of Agreement. In the event of an alleged breach of any provision of this Agreement, the non-breaching party shall notify in writing the breaching party, specifying the breach of Agreement in detail. If within fifteen (15) days after receipt of the notice, cure of the breach of Agreement has not commenced by the breaching party and diligently pursued thereafter, the non-breaching party may initiate all legal recourse available to them at equity or in law, including all court costs and attorneys’ fees associated with any such enforcement effort.

Section 5. Amendments. Written amendments to this Agreement may be proposed by either party and shall become a part of this Agreement upon written acceptance by all parties.

Section 6. Notices. All notices, requests and communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested.

Notices to District shall be sent to the following address:

Belvidere Township Park District
Attn: Executive Director
1006 W. Lincoln Ave.
Belvidere, IL 61008

With Copy to:

Guyer & Enichen, P.C.
Attn: Attorney Michael Scheurich
2601 Reid Farm Road, Suite B
Rockford, Illinois 61114

Notices to the Village shall be sent to the following address:

Village of Poplar Grove

Attn: Village President
200 N. Hill Srteet
Poplar Grove, IL 61065

With Copy to:

Sosnowski Szeto, LLP
Attn: Aaron N. Szeto
6735 Vistagreen Way, Suite 300
Rockford, IL 61107

Receipt of any notice shall be deemed effective upon receipt, if delivered personally, or one (1) day after mailing if sent by overnight carrier, or three (3) days after deposit in the U.S. mail, with proper postage and properly addressed.

Section 7. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any action arising from the interpretation or performance of this Agreement shall be within Boone County, Illinois.

Section 8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument. Signatures sent via facsimile or e-mail transmission shall be deemed original signatures for purposes of creating a binding agreement.

Section 9. Board Approvals. This Agreement is subject to formal approval by the Parties' respective boards.

IN WITNESS WHEREOF, the District and the Village have caused this Agreement to be executed and attested in its name by its duly authorized officers as of the date first written above.

BELVIDERE TOWNSHIP PARK DISTRICT

By: _____

Its: _____

VILLAGE OF POPLAR GROVE, ILLINOIS

By: _____

Its: _____

ATTEST:
VILLAGE CLERK

Karri Anderberg, Village Clerk

[SEAL]

EXHIBIT A- Playground Equipment

EXHIBIT B- Site Plan

RESOLUTION NUMBER: 2022-38

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WHEREAS, the Village and the District have reached an accord as to the terms and conditions upon which the park will be constructed, funded and maintained and have memorialized the same in an Intergovernmental Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein (“Agreement”); and

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

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

1. The above recitals are incorporated herein and made a part hereof.
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3. The Village President and Village Clerk are hereby authorized to execute and attest the Agreement.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS ____ DAY OF _____, 2022

AS FOLLOWS:

VOTING “AYE”: _____

VOTING “NAY”: _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2022

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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RECITALS:

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, the Village and the Park District desire to collaborate in the creation of a public park (the “Project”) on the Village owned real property commonly known as 211-217 Saratoga Lane, Poplar Grove, IL and with PINs: 05-11-227-016; 05-11-227-015; and 05-11-227-014 (collectively referred to herein as the “Property”); and

WHEREAS, the Property is approximately 2 acres in size; and

WHEREAS, the Parties have reached an accord as to the terms and conditions upon which the Project will be constructed, funded and maintained and have memorialized the same herein.

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Recitals.

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Section 2. Village’s Obligations.

- A. The Parties acknowledge and agree that the Village has taken the necessary steps to acquire and currently owns the Property.
- B. Subject to reimbursement by the District as set forth in Section 3 below, the Village, at its costs, will purchase and have installed the playground equipment for the Project. A list of the playground equipment to be purchased is attached hereto as **Exhibit A** and incorporated herein. A site plan for the park is attached hereto as **Exhibit B** and incorporated herein.

- C. The Village has or will apply for an OSLAD grant to reimburse the Village for the costs of the site preparation and installation of the playground equipment.
- D. After the Property is developed with a public park, the Village shall be responsible for the maintenance of the playground equipment, mowing of grass and picking up of garbage in the park at its expense.
- E. The Village will be responsible for maintaining insurance on the park at its expense.

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- A. The District shall contribute the sum of Fifty Thousand and 00/100th Dollars (\$50,000.00) towards the costs of the Project. Such contribution shall be made as a reimbursement to the Village for Project costs incurred by the Village and shall be made by the District within 30 days of written or electronic mail request by the Village.

Section 4. Breach of Agreement. In the event of an alleged breach of any provision of this Agreement, the non-breaching party shall notify in writing the breaching party, specifying the breach of Agreement in detail. If within fifteen (15) days after receipt of the notice, cure of the breach of Agreement has not commenced by the breaching party and diligently pursued thereafter, the non-breaching party may initiate all legal recourse available to them at equity or in law, including all court costs and attorneys’ fees associated with any such enforcement effort.

Section 5. Amendments. Written amendments to this Agreement may be proposed by either party and shall become a part of this Agreement upon written acceptance by all parties.

Section 6. Notices. All notices, requests and communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested.

Notices to District shall be sent to the following address:

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Belvidere, IL 61008

With Copy to:

Guyer & Enichen, P.C.
Attn: Attorney Michael Scheurich
2601 Reid Farm Road, Suite B
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Poplar Grove, IL 61065

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6735 Vistagreen Way, Suite 300
Rockford, IL 61107

Receipt of any notice shall be deemed effective upon receipt, if delivered personally, or one (1) day after mailing if sent by overnight carrier, or three (3) days after deposit in the U.S. mail, with proper postage and properly addressed.

Section 7. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any action arising from the interpretation or performance of this Agreement shall be within Boone County, Illinois.

Section 8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument. Signatures sent via facsimile or e-mail transmission shall be deemed original signatures for purposes of creating a binding agreement.

Section 9. Board Approvals. This Agreement is subject to formal approval by the Parties' respective boards.

IN WITNESS WHEREOF, the District and the Village have caused this Agreement to be executed and attested in its name by its duly authorized officers as of the date first written above.

BELVIDERE TOWNSHIP PARK DISTRICT

By: _____

Its: _____

VILLAGE OF POPLAR GROVE, ILLINOIS

By: _____

Its: _____

ATTEST:
VILLAGE CLERK

Karri Anderberg, Village Clerk

[SEAL]

EXHIBIT A- Playground Equipment

EXHIBIT B- Site Plan

RESOLUTION NUMBER: 2022-39

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS TO APPROVE THE APPOINTMENT AND AUTHORIZATION OF A TRUSTEE TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH BELVIDERE TOWNSHIP PARK DISTRICT IN THE ABSENCE OF VILLAGE PRESIDENT SIGNATURE

WHEREAS, the Village of Poplar Grove (the “Village”) desires to collaborate with the Belvidere Township Park District (the “District”) to create a public park on the real properties owned by the Village commonly known as 211-217 Saratoga Lane, Poplar Grove, IL and with PINs: 05-11-227-016; 05-11-227-015; and 05-11-227-014 (collectively referred to herein as the “Property”); and

WHEREAS, the Village and the District have reached an accord as to the terms and conditions upon which the park will be constructed, funded and maintained and have memorialized the same in an Intergovernmental Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein (“Agreement”); and

WHEREAS, the Village President recently vetoed Village Board approval of the Resolution approving the agreement; and

WHEREAS, the Village Board reconsidered a Village President veto of the Intergovernmental Agreement on November 1, 2022 and November 9, 2022 and chose to approve said agreement and ratify said action; and

WHEREAS, the Village President has not indicated whether or not he plans to execute the documents; and

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

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

1. The above recitals are incorporated herein and made a part hereof.
2. The Village hereby approves the appointment and authorization of Trustee _____ to execute the Intergovernmental Agreement with Belvidere Township Park District in the absence of Village President signature.
3. The Village Clerk is hereby authorized to execute and attest the Agreement.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS ____ DAY OF _____, 2022

AS FOLLOWS:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2022

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

EXHIBIT A: AGREEMENT

ORDINANCE NO. 2022-18

**AN ORDINANCE OF THE VILLAGE OF POPLAR GROVE, ILLINOIS
APPROVING AND AUTHORIZING THE VILLAGE TO ENTER INTO A LEASE
AGREEMENT WITH KELLY A. KOLEC D/B/A MAJESTIC CUTS DOG
GROOMING FOR A PORTION OF THE REAL PROPERTY LOCATED AT 100
S. STATE STREET, POPLAR GROVE**

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

WHEREAS, the Village desires to enter into a Real Estate Lease Agreement with Kelly A. Kolec d/b/a Majestic Cuts Dog Grooming (“Majestic”) for a portion of the property commonly known as 100 S. State Street, Poplar Grove, Illinois; and

WHEREAS, the Village and Majestic have reached an accord as to the terms and conditions upon which said property will be leased; and

WHEREAS, the Village and Majestic have memorialized such terms and conditions in a Real Estate Lease Agreement, a copy of which are attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the Village has determined it is in the best interest of the Village and its citizens to enter into said Real Estate Lease Agreement; and

WHEREAS, the Village now desires to approve said Real Estate Lease Agreement and authorize the Village President to execute and the Village Clerk to attest the same.

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

Section 1. The foregoing recitals shall be and are hereby incorporated in this Section 1 as if said recitals were fully set forth.

Section 2. The Village hereby approves the Real Estate Lease Agreement attached hereto as Exhibit A, or one in substantially similar form, and hereby authorizes the Village President to execute and the Village Clerk to attest the same, and any other documents necessary or helpful to implement the intent of this Ordinance.

Section 3. This Ordinance shall be effective upon its passage by the Village Board, its approval by the Village President, and its publication as provided by law.

Section 4. All ordinances or parts of ordinances in conflict with this Ordinance are repealed insofar as they conflict.

Section 5. If any section, clause, or provision of this Ordinance be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid, and this Village Board hereby expressly declares that it would have enacted this Ordinance even with the invalid portion deleted.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2022

AS FOLLOWS:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2022

ATTEST:

CLERK

PRESIDENT

EXHIBIT A-
REAL ESTATE LEASE AGREEMENT

REAL ESTATE LEASE AGREEMENT

THIS REAL ESTATE LEASE AGREEMENT (“Lease”) is made this ____ day of November, 2022, by and between THE VILLAGE OF POPLAR GROVE, an Illinois municipal corporation (“Lessor”), and KELLY A. KOLEC d/b/a MAJESTIC CUTS DOG GROOMING (“Lessee”).

WHEREAS, Lessor is the owner of the real property commonly known as 100 S. State Street, Poplar Grove, IL 61065 which is improved with a commercial building and municipal well and well house (the real property, building and municipal well are collectively referred to herein as the “Property”); and

WHEREAS, Lessor desires to lease a portion of the Property to the Lessee and Lessee desires to lease said portion of the Property from the Lessor; and

WHEREAS, the portion of the Property to be leased to Lessee consists of the commercial building, excluding any portion of the Property housing the municipal well and well house and appurtenances thereto. The portion of the Property being leased to Lessee and is more fully described in Exhibit A, attached hereto and incorporated herein (the “Premises”); and

WHEREAS, Lessor and Lessee have reached an accord as to the terms and conditions upon which the Lessor will lease the Premises to the Lessee and have memorialized the same herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration the receipt and sufficiency of which is acknowledged, the parties, intending to be legally bound, agree, represent and warrant as follows:

- 1) Recitals. The above recitals are incorporated herein and made a part hereof.
- 2) Prior Lease. Upon commencement of this Lease, the prior lease between the Lessor and Lessee, a copy of which is attached hereto as Exhibit B and incorporated herein, shall automatically terminate on December 31, 2022 (“Prior Lease”).
- 3) Leased Premises. Lessor hereby leases to Lessee, and Lessee hereby leases and rents from Lessor, the Premises (and building located thereon) which is described in Exhibit A, attached hereto and incorporated herein. Lessee shall not be entitled to have access to or occupy those portions of the Property utilized for the municipal well, well house and appurtenances thereto.
- 4) Term.
 - 4.1 The term of this Lease shall commence on January 1, 2023, and shall continue for one (1) year thereafter expiring on December 31, 2023 (“Term”). Lessee shall be permitted to continue occupancy of the Premises on January 1, 2023.

- 4.2 At least 60 days prior to the expiration of the Term, the Parties will notify one another of its intent to renew the lease or not. To the extent both Parties desire to renew the lease, they will memorialize the terms and conditions of such renewal in writing. In the event this lease is not renewed and if Lessee holds over and continues in possession of the Premises after expiration of the Term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month-to-month tenancy, subject to all of the terms and conditions of this Lease as they were in effect immediately prior to the expiration of the Term, except however that the Rent payable by Lessee for its possession during the holdover tenancy provided for under this Section 4.2 shall be double the Rent that was in effect immediately prior to the expiration of the Term.
- 4.3 Upon expiration of the Term of this Lease, or upon any earlier termination of this Lease, Lessee shall surrender the Premises to Lessor in at least substantially as good a condition as the Premises existed upon occupancy, ordinary wear and tear excepted, with all areas cleaned to broom clean condition, and with all personal property of Lessee removed from the Premises.
- 5) Rent. The rent payable hereunder shall be Four Hundred and No/100ths Dollars (\$400.00) per month in addition to a sum of Seventy Five and No/100ths Dollars (\$75.00) per month to be utilized towards the payment of property taxes, for a total of Four Hundred and Seventy Five and No/100ths Dollars (\$475.00) per month during the Term of this Lease. Such monthly payments shall be payable in advance of the 1st day of January, 2023, and continuing on the 1st day of each month thereafter during the Term of this Lease. Payments shall be made payable to the "Village of Poplar Grove" and mailed or delivered to 200 N. Hill Street, Poplar Grove, IL 61065, or any other address that Lessor may designate from time to time in writing to Lessee.
- If rent is not received by the Lessor on or before the fifth day of each month, Lessee shall pay to the Lessor a late fee of \$50.00. The late fee is not a grace period and the Lessor is entitled to make written demand for any rent unpaid on the second day of the rental period.
- 6) Deposit. Upon signing of this Lease, Lessee shall pay to Lessor a security deposit in the amount of Four Hundred and No/100ths Dollars (400.00). Lessor acknowledges that such amount was previously deposited by the Lessee as a term and condition of the Prior Lease and the Parties agree that such amount shall continue to be held by the Lessor as the security deposit under this Lease. Lessor may apply all or any portion of the security deposit in payment of any amounts due Lessor from Lessee, and upon Lessor's demand, Lessee shall in such case during the Term of this Lease promptly deposit with Lessor such additional amounts as may then be required to bring the Security Deposit up to the full stated amount. Upon termination of the Lease, full performance of all matters and payment of all amounts due by Lessee, so much of the Security Deposit as remains unapplied shall be returned to the Lessee. Where all or a

portion of the Security Deposit is applied by Lessor as compensation for property damage, Lessor, when and as required by law, shall provide to Lessee an itemized statement of such damage and of the estimated or actual costs of repairing the same. Lessor may pursue a cause of action to recover damages in excess of the Security Deposit.

- 7) Real Estate Taxes. The Parties acknowledge that the Property is currently exempt from real estate taxes. However, should the Lessor ever become responsible for real estate taxes on the Property which are imposed as a result of or in connection with this Lease, Lessee shall be responsible for paying the amount of such real estate taxes to the Lessor within 30 days of written demand by the Lessor.
- 8) Utilities. Lessee shall be responsible for paying any and all utilities to the Premises, including, but not limited to: gas, water, garbage removal, sewer, telephone service and electricity. Any other monthly utility expenses not described in the preceding sentence, including, but not limited to, internet service and security system, shall be the responsibility of the Lessee and shall be paid as and when due by Lessee. The Parties acknowledge that the Lessor has a separate electrical meter for the municipal well and shall be responsible for payment of such electrical bill.
- 9) Maintenance and Repair.
- 9.1 Lessee, throughout the Term of this Lease, shall at its own expense be responsible for any and all maintenance and repair to the Premises, including, but not limited to, plumbing fixtures, electrical fixtures; windows; equipment; other fixtures of a general nature to a commercial building, doors, interior walls, floors, outside landscaping, yard maintenance, and snow removal. Notwithstanding the foregoing, Lessor shall be responsible for any necessary repairs to the roof; HVAC system, roof, plumbing system (with the exception of plumbing fixtures), and electrical system (with the exception of electrical fixtures) of the Premises. Lessee shall, at a minimum, maintain the Premises in substantially the same condition as the Premises existed upon the occupancy of the Premises, ordinary wear and tear excepted.
- 9.2 Lessee shall be responsible for all repairs, maintenance, or replacements relating roof, HVAC system and parking lot of the Premises that are made necessary by the negligent or intentional acts of Lessee or its employees, agents, or invitees.
- 10) Lessee's Improvements. Lessee will not make any alterations, installations, improvements or changes to the Premises at any time, for any reason, without the prior written approval of Lessor.
- 10.1 Lessee shall not permit any lien or claim for lien of any mechanic, laborer or supplier or any other lien to be filed against the Property, or any part thereof arising out of work performed, or alleged to have been performed by, or at the direction of, or on behalf of Lessee. If any such lien or claim for lien is filed, Lessee, within thirty (30)

days thereafter, either shall have such lien or claim for lien released of record or Lessee shall deliver to Lessor either: (i) a bond in form, content, amount, and issued by surety, satisfactory to Lessor, indemnifying Lessor against all costs and liabilities resulting from such lien or claim for lien and the foreclosure or attempted foreclosure thereof, or (ii) endorsements to the title policies of Lessor and Lessor's mortgagee "insuring over" such liens satisfactory to Lessor and Lessor's mortgagee respectively. If Lessee fails to have such lien or claim for lien so released or to deliver such bond or title endorsement to Lessor, Lessor, without after reasonably investigating the validity of such lien, and upon at least thirty (30) days' prior written notice to Lessee, may pay or discharge the same and Lessee shall reimburse Lessor within ten (10) days for the amount so paid by Lessor, including Lessor's expenses and attorneys' fees.

11. Insurance. Lessee, during the entire term of this Lease agreement, shall keep the Premises insured for the protection of the Lessor (and the Lessor shall be so named as an insured in any such policies), by maintaining general public liability and property damage insurance against claims for bodily injury or death and property damage occurring upon the Premises and areas adjacent thereto, to the extent of not less than \$1,000,000.00 for bodily injury or death to any person, and to the extent of not less than \$1,000,000.00 for bodily injury or death to any number of persons arising out of the same accident or disaster, and to the extent of \$1,000,000.00 for property damage. Lessee shall be responsible to insure any part of the Premises, including the building, against loss due to property damage or casualty. Lessee shall be responsible to insure its personal property located on the Premises.

Unless otherwise agreed upon by the Parties in writing, in the event the Premises is damaged, in whole or in part, by fire or other casualty, Lessee shall proceed to rebuild, repair or restore the Premises to a similar condition as existed prior to damage, regardless of whether or not Lessee has sufficient insurance coverage or proceeds, and this Lease shall remain in full force and effect. Lessee shall begin repairs within two (2) months from casualty, diligently pursue and complete repairs within twelve (12) months. Said dates shall be deferred for a like period due to any delay caused by labor controversy, act of God, other casualty, governmental regulations, insurance adjustment, or causes beyond the Lessee's control. Lessee's Rent and other charges payable by Lessee shall not abate as a result of any damage or destruction to the Premises that results in the suspension of business in the Premises. If Lessee fails to begin or complete the repairs within the times and in the manner provided for herein, then, provided Lessor has given Lessee thirty (30) business days' prior notice and the right to cure; 1) Lessor may rebuild, repair and restore the Premises and 2) Lessee shall be liable to Lessor for actual costs, plus a 10% management fee, in addition to any other remedies and damages the Lessor may have.

12. Indemnification. Lessee assumes liability for and shall indemnify, protect, save and hold harmless Lessor from and against any and all losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements including attorneys' fees and expenses and court costs incurred by Lessor in defending claims of whatsoever kind and nature imposed upon, incurred by or asserted against the Lessor in any way relating to or arising out of this Lease and from the possession, use, operation and maintenance of the Premises by the Lessee.

The indemnities contained in this paragraph shall continue in full force and effect, notwithstanding the termination of this Lease.

13. Inspection and Exhibition of Premises. Lessee, upon paying Rent and performing the covenants and agreements of this Lease, shall quietly have, hold and enjoy the Premises and all rights granted to Lessee in this Lease. Lessor or any agent of Lessor may enter the Premises at all reasonable times and upon reasonable notice to inspect the Premises. When conveniently possible, Lessor shall give prior notice before such entry. Lessor may retain at all times keys to Premises. In the event of an apparent or actual emergency, Lessor may enter the Premises at any time without notice. Lessor shall have the right to place signage on the Premises for the purposes of advertising to prospective tenants, purchasers or others. Lessor shall not be liable to Lessee in any manner for any such action nor shall the exercise of such right be deemed an eviction or disturbance of Lessee's use or possession. Lessor shall at all times, and in its sole discretion, have full and complete access to the municipal well and appurtenances thereto.
14. Use of Premises. The Premises shall be used by Lessee for commercial dog/cat grooming business purposes, and for such other purposes for which the Lessor may from time to time consent to in writing. Lessee shall use and maintain the Premises in a clean, sanitary, safe, careful and proper manner. Lessee shall comply with all applicable laws, ordinances and regulations as to the use, occupancy, maintenance and condition of the Premises. Lessee will not allow the Premises to be used for any purposes or in any manner that will damage the reputation of, increase the rate of insurance, increase the hazard of fire, or otherwise be injurious to Premises. The Lessee shall keep the Premises free of rodents, insects, pest and any obnoxious or noxious odors. The Premises shall not be used for any extra hazardous use. Lessee shall dispose of all rubbish, trash, garbage and other waste in a clean and sanitary manner from the Premises. Lessee shall properly use and operate all appliances, electrical, gas and plumbing fixtures and shall not destroy, deface, damage, impair nor remove any part of the building, equipment or appurtenances thereto. Lessee shall not permit any of its agents, employees, representatives, guests or invitees to violate any of Lessee's obligations under this Lease.

Lessee has examined the Premises and appurtenances, prior to and as a condition precedent to its acceptance and execution of this Lease, and is satisfied with the physical condition thereof, and Lessee's taking possession shall be conclusive evidence of its receipt thereof in good order and repair. LESSEE AGREES THAT NO REPRESENTATIONS OR WARRANTIES AS TO HABITABILITY, SUITABILITY, CONDITION OR REPAIR HAVE BEEN MADE BY LESSOR OR ITS REPRESENTATIVES, OFFICERS, OR AGENTS WHICH ARE NOT HEREIN EXPRESSED IN THE ADDITIONAL COVENANTS AND THAT NO OTHER PROMISE TO DECORATE, ALTER, REPAIR OR IMPROVE, EITHER BEFORE OR AT THE EXECUTION HEREOF, NOT CONTAINED HEREIN, HAS BEEN MADE BY LESSOR OR ITS REPRESENTATIVES, OFFICERS OR AGENTS.

15. Lessee's Default and Lessor's Remedies.

15.1 The occurrence of any one or more of the following events constitutes a default by Lessee under this Lease:

- a. Lessee's failure to pay any installment of rent, or any other amounts due from Lessee under this Lease as and when due;
- b. Lessee's failure to observe or comply with any covenant with respect to assignment and subletting set forth in this Lease;
- c. Lessee's failure to cure, within two (2) days after receipt of notice from Lessor, any hazardous condition which Lessee has created or permitted to exist on the Premises in violation of law or this Lease;
- d. Lessee's failure to observe or perform any other covenant, agreement, condition or provision of this Lease, if such failure shall continue for fifteen (15) calendar days after notice thereof from Lessor to Lessee;
- e. Lessee admits in writing its inability to pay its debts as they mature, or Lessee makes an assignment for the benefit of creditors, or Lessee applies for or consents to the appointment of a trustee or receiver for Lessee or for substantially all of Lessee's assets;
- f. A trustee or receiver is appointed, voluntarily or involuntarily, for Lessee or for substantially all of its assets and is not discharged within sixty (60) days after such appointment;
- g. Bankruptcy, reorganization, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors, are instituted either (i) by Lessee, or (ii) against Lessee and are allowed against it or are consented to by it or are not dismissed within sixty (60) days after such institution; and/or
- h. Lessee abandons the Premises. For purposes of this Lease, abandonment shall be deemed to have occurred upon Lessee failing to operate its business on the Premises for a period of thirty (30) days.

15.2 If a default by Lessee occurs under this Lease, Lessor shall have the right to pursue any and all rights and remedies it may have available to it at equity or at law, including, but not limited to, the following remedies, which shall be cumulative (and not exclude any other remedy) and exercisable in the Lessor's discretion, without the necessity of any further notice other than that which may be required in any given case by the provisions of the Illinois Forcible Entry and Detainer Act, 735 ILCS 5/9-101 *et seq.*, or any successor law thereto, and shall be entitled to recover reasonable court costs and attorneys' fees:

- a. Lessor may enforce the provisions of this Lease and Lessor's rights by suit or suits in equity or at law for specific performance of any covenant or agreement, or for enforcement of any other legal or equitable remedy, including, without limitation, injunctive relief and recovery of moneys due or becoming due from Lessee hereunder;
- b. Lessor may terminate Lessee's right to possession of the Premises, in which case this Lease shall terminate and Lessee shall immediately and peaceably surrender possession of the Premises to Lessor. In such event, Lessor shall have the immediate right to re-enter and remove all persons and property remaining on the Premises. Lessor shall also have the right, whether or not Lessee peaceably surrenders possession, to obtain an order of possession and judgment for unpaid rent, additional rent, and reasonable court costs and attorneys' fees pursuant to the provisions of the Illinois Forcible Entry and Detainer Act (or any successor law thereto), in which case Lessor shall also have the right to remove all persons and property remaining on the Premises. Whether the Lessor obtains possession of the Premises peaceably or by judicial process, any property remaining on the Premises at the time Lessor takes possession may, at Lessor's election, either (a) be discarded, destroyed, or disposed of, (b) be sold by Lessor, or (c) be removed from the Premises and stored by Lessor at the cost of, at the risk of, and for the account of Lessee; in each event without Lessor being deemed guilty of trespass, conversion or any other tort, or becoming liable for any loss or damage that may be occasioned thereby;
- c. In the event that Lessor elects to terminate the Lessee's right to possession pursuant to the provisions of Section 15.(b), Lessor will be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default, including without limitation (a) reasonable court costs and attorneys' fees incurred in enforcing Lessor's rights hereunder, and (b) the difference between (i) the equivalent of the amount of the rent that would otherwise be payable under this Lease by Lessee if this Lease were still in effect, less (ii) the net proceeds of any reletting effected pursuant to the provisions of Section 15.2(d) after deducting all of Lessor's reasonable expenses in connection with such reletting, including without limitation, all repossession costs, brokerage commissions, legal expenses, reasonable attorneys' fees and costs, alteration costs, and expenses of preparation of the Premises, or any portion thereof, for such reletting; and/or
- d. In the event that Lessor should elect to terminate the Lessee's right to possession pursuant to the provisions of Section 15.2(b), Lessor may relet the Premises and execute any new lease as lessor in its own name. Lessee shall have no right or authority whatsoever to collect any rent or other charge from such new lessee. The proceeds arising from any such reletting for the period of the reletting that coincides with the term of this Lease agreement shall be a credit toward the amounts due from Lessee as follows:

- i. First, to the payment of any indebtedness or other obligation other than rent due hereunder from Lessee to Lessor, including without limitation storage charges or brokerage commissions owing from Lessee to Lessor as a result of such reletting;
 - ii. Second, to the payment of the costs and expenses of reletting the Premises, including alterations and repairs that Lessor, in its sole and absolute discretion deems reasonably necessary and advisable and reasonable attorneys' fees incurred by Lessor in connection with the retaking of such Premises and such reletting;
 - iii. Third, to the payment of rent, and other charges due and unpaid under this Lease; and
 - iv. Fourth, to the payment of future rent and other damages payable by Lessee under this lease.
- e. It is expressly agreed by Lessee that after service of notice or commencement of a suit or after final judgment for possession of the Premises, Lessor may receive and collect any rent due and the payment of said rent shall not waive or affect said notice, said suit or said judgment.

16) Waiver. No party shall be deemed to have waived any right, power or privilege under this Lease, unless such waiver shall have been executed in writing and expressly acknowledged by the parties to be charged with such waiver.

17) No Assignment or Sublease. Lessee shall not enter into a sublease for the Premises or in any other way assign its rights under this Lease without the express written consent of Lessor which consent may be withheld for any reason in the sole discretion of Lessor.

18) Surrender of Leased Premises. At the expiration or earlier termination of the Lease, Lessee shall immediately and peaceably surrender the Premises, together with alterations, installations and improvements to the Premises, to Lessor. Lessee shall surrender the Premises to the Lessor in as good condition as when the Lease commenced, ordinary wear and tear excepted, and shall then return all keys/means of access to Lessor and provide Lessor with Lessee's forwarding address.

19) Notices to Parties. Any notices, demands or other communications required or permitted hereunder shall be in writing and delivered to the other party or the other party's authorized agent, either in person or by United States Certified Mail, Return Receipt Requested, postage fully prepaid, to the address set forth hereinafter, or to such other addresses as either party may designate in writing and deliver as herein provided:

LESSOR:
 Village of Poplar Grove
 200 N. Hill Street.

LESSEE:
 Kelly A. Kolec
 d/b/a Majestic Cuts Dog Grooming

Poplar Grove, IL 61065

305 Candlewick Blvd. SE
Poplar Grove, IL 61065

- 20) Construction and Venue. The interpretation and validity of this Lease shall be governed by the laws of the State of Illinois, without giving effect to that state's principles of conflicts of law or choice of law. The parties further consent to and submit to the exclusive jurisdiction and venue with respect to any matters pertaining to this Lease in and by the state and federal courts sitting in Boone County, Illinois.
- 21) Entire Agreement. This Lease, and the Exhibits attached hereto contain the entire agreement between Lessor and Lessee concerning the Property and Premises and there are no other agreements, either oral or written.
- 22) Binding Effect. This Lease shall be binding upon and inure to the benefits of Lessor and Lessee and their respective heirs, legal representatives, successors and permitted assigns, but this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge or subletting contrary to the provisions of this Lease.
- 23) Use of Headings: The clause headings appearing in this Lease have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they pertain.
- 24) Amendments and Modifications: Except as otherwise provided for herein, this Lease may not be amended, modified, or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination, or waiver shall be effective for any purpose unless it is in writing, and bears the signatures of all of the Parties hereto.
- 25) Counterparts: This Lease may be signed in any number of counterparts, each of which shall be an original, with the main effect as if the signatures thereto and hereto were upon the same instrument.
- 26) Severability: In the event any provision of this Lease is declared to be illegal or unenforceable, the remaining portions of this Lease shall remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE VOLUNTARILY SET THEIR HANDS AND SEALS ON THIS REAL ESTATE LEASE AGREEMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN, AND BY DOING SO HAVE ACKNOWLEDGED THAT THEY HAVE READ THE FOREGOING INSTRUMENT IN TIS ENTIRETY AND ACKNOWLEDGE THAT THE SAME IS A LEGALLY BINDING AGREEMENT, AND THAT THEY HAVE CONSCIOUSLY EXECUTED THE SAME AS THEIR OWN FREE AND VOLUNTARY ACT AND DO HEREBY SUBMIT TO AND ACKNOWLEDGE THE TERMS AND CONDITIONS HEREIN.

LESSOR:

VILLAGE OF POPLAR GROVE

By: _____
Don Sattler, Village President

ATTEST:

By: _____
Karri Anderberg, Village Clerk

LESSEE:

KELLY A. KOLEC, d/b/a MAJESTIC CUTS DOG GROOMING

By: _____
Kelly Kolec

Exhibit A

Description of Premises

EXHIBIT B

Prior Lease

ORDINANCE NUMBER: 2022-16

AN ORDINANCE OF THE VILLAGE OF POPLAR GROVE AMENDING TITLE 1 - ADMINISTRATION, CHAPTER 6 - VILLAGE OFFICERS AND EMPLOYEES, OF THE VILLAGE OF POPLAR GROVE CODE OF ORDINANCES TO CREATE THE OFFICE OF VILLAGE COLLECTOR

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

WHEREAS, Title 1 of the Code governs Administration and Chapter 6 of Title 1 governs Village Officers and Employees; and

WHEREAS, the Illinois Municipal Code provides for the office of Collector. See 65 ILCS 5/31.-35-120 through 135; and

WHEREAS, the Village desires to amend Title 1, Article 6 of the Code to provide for the office of Collector as set forth herein; and

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

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

1. The above recitals are incorporated herein and made a part hereof.
2. That Title 1 – Administration, Chapter 6 – Village Officers and Employees, of the Village Code of Ordinances is hereby amended to create a new Article K to be entitled “Village Collector” and which new Article shall read as follows (deletions shown as strikethroughs and new language as bold and underlined):

“ARTICLE K. – VILLAGE COLLECTOR

1-6K-1. - OFFICE CREATED.

There is hereby created in the Village the office of one (1) Village Collector.

1-6K-2. - COMPENSATION.

The Village Collector shall receive such compensation as is fixed from time to time by the Village Board of Trustees. The office of Village Collector is a full-time position and is eligible for all benefits that other full-time employees of the Village receive.

1-6K-3. – CLERK AS COLLECTOR.

The Village Clerk shall serve as the Village Collector.

1-6K-3. – DUTIES GENERALLY.

The Village collector shall be responsible for the following duties:

1. Collect all Village funds including utility funds.
2. Shall preserve all warrants returned to the Collector and shall keep books and accounts in the manner prescribed by the corporate authorities of the Village. All of the Collector's warrants, books, and vouchers, and all papers pertaining to the office of the Collector, may be examined at any time by the Village President, Village clerk, or any member or committee of the corporate authorities of the Village.
3. Weekly, and more often if required by the corporate authorities of the Village, the Collector shall pay over to the Village Treasurer all money collected by the Collector from any source, taking the Treasurer's receipt in duplicate and filing one of the receipts immediately with the Village Clerk. At that time, or on demand, the Village Clerk shall give the collector a copy of any receipt so filed.
4. When required by the corporate authorities of the Village or by ordinance, the Collector shall make a written report to the corporate authorities (or to any officer designated by the corporate authorities) of all money collected by the Collector, the account on which collected, or of any other official matter.
5. Between the first and tenth of April of each year, the Collector shall file with the Village Clerk a statement of (i) all the money collected by the Collector during the year, (ii) the particular warrant, special assessment, or account on which collected, (iii) the balance of money uncollected on all warrants in the Collector's possession, and (iv) the balance remaining uncollected at the time of the return on all warrants that the Collector returned to the Village Clerk during the preceding fiscal year. The Village Clerk shall publish the statement at least once, within 10 days, in one or more newspapers published in the Village or, if no newspaper is published in the Village, then in one or more newspapers with a general circulation within the Village.
6. The Collector is prohibited from keeping the money of the Village in his or her possession, or in the possession of any person for his or her use, beyond the time prescribed for its payment to the Village Treasurer. Any violation of this provision shall subject the Collector to immediate removal from office.
7. Keep accurate financial records of all accounts necessitated by the Collector's duties.

- 8. Work with the Village Treasurer to provide any reports, records, documentation or other information in the control of the Collector needed by the Village Treasurer in order for the Village Treasurer to perform its duties.
- 9. Perform all supplemental duties required by law and all other duties imposed by the Village Board of Trustees.”
- 3. Except as amended in this Ordinance, all other provisions and terms of Village Code of Ordinances shall remain in full force and effect as previously enacted except that those ordinances, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.
- 4. This Ordinance shall be in full force and effect after its approval, passage and publication in pamphlet form as required by law.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2022

AS FOLLOWS:

VOTING “AYE”: _____

VOTING “NAY”: _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2022

ATTEST:

CLERK

PRESIDENT



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

Item 11.

Check Class of License Applied for:

Table with license classes (A, B, BB, C, D, E, F, G, H, I, J) and an 'OFFICE USE ONLY' section for license details.

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

SECTION 1: Applicant Information:

Applicant Name: Diane Goellner, Date of Birth: [blank], Address: 5151 Orth Rd, Phone: [blank], Primary Contact Person: Diane Goellner, Phone: (815) 547-3115, Business Name: Wings + Wheels Museum, Phone: (815) 547.3115, d/b/a Name: [blank], Premise Address: 5151 Orth Road, Poplar Grove, IL 61065

Entity Information (if applicable):

Date of formation: 05/17/1997, Illinois Secretary of State Number: [redacted], Assumed Name; If any: [blank], Is Entity in good standing with Illinois Secretary of State: yes, ROT Registration #: [blank], If foreign Entity, date registered to do business in Illinois: [blank]

General Information: (applies to anyone listed in Section 2):

Owner of Premises: [blank] (if leased, attach a copy of the lease to the application), Renter of Premises: [blank] Illinois Liquor License No.: [blank], [] YES [X] NO Has applicant ever made an application for a liquor license which was denied? [] YES [X] NO Has applicant ever had any previous liquor license suspended or revoked? [] YES [X] NO Has the applicant ever been convicted of a felony? [] YES [X] NO Has the applicant ever been convicted of a gambling offense? [] YES [X] NO Do you possess a current federal wagering or gambling device stamp? [] YES [X] NO 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:

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: Cincinnati Insurance, Policy Number: [redacted] (see attached)

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: (See attached)

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.*

1) Name: _____				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Date of Birth	Driver's License No.	State	Title	% Ownership
2) Name: _____				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Date of Birth	Driver's License No.	State	Title	% Ownership
3) Name: _____				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Date of Birth	Driver's License No.	State	Title	% Ownership
4) Name: _____				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Date of Birth	Driver's License No.	State	Title	% Ownership
5) Name: _____				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Date of Birth	Driver's License No.	State	Title	% Ownership
6) Name: _____				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Date of Birth	Driver's License No.	State	Title	% Ownership



Board of Director Information

<u>Name</u>	<u>Title</u>	<u>Phone</u>
Connie Fowler	President / Director	[REDACTED]
Greg Fowler	Vice President / Director	
Curt Tobin	Treasurer / Director	
Stephanie Plourde	Secretary / Director	
Pamela Lopez-Fettes	Director	
Steve Osseck	Director	
JimBob Slocum	Director	
Spitty Tata	Director	
Dick VanEvera	Director	

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

LIQUOR LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: ENP [REDACTED]

Named Insured is the same as it appears in the Common Policy Declarations

Legal Entity / Business Description

ORGANIZATION (ANY OTHER)

LIMITS OF INSURANCE

Each Common Cause Limit	\$ 1,000,000
Aggregate Limit	\$ 1,000,000

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE	ADVANCE PREMIUM
CLUBS	[REDACTED]	2,000	3.635	268 MP
TOTAL PREMIUM				\$ 268

FORMS AND / OR ENDORSEMENTS APPLICABLE TO LIQUOR LIABILITY COVERAGE PART:

GA115	12/04	LIQUOR LIABILITY COVERAGE FORM
CG0305	01/96	DEDUCTIBLE LIABILITY INSURANCE
GA42061L	10/01	ILLINOIS CHANGES - KNOWN INJURY OR DAMAGE



CERTIFICATE OF LIABILITY 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 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.

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 Neis Insurance Agency, Inc. 45 North Virginia St. Crystal Lake, IL 60014 Randolph J Funk	815-455-6960	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	INSURER(S) AFFORDING COVERAGE INSURER A: The Cincinnati Companies INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10677
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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 PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				02/21/2022	02/21/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				02/21/2022	02/21/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$				02/21/2022	02/21/2023	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				03/14/2022	02/21/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property				02/21/2022	02/21/2023	BPP \$ 500,000
A	Liquor Liab.				02/21/2022	02/21/2023	Limit \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 should be attached if more space is required)
Policy is continuous until cancelled.

CERTIFICATE HOLDER ILLINOI Illinois Liquor Control Commission 100 W Randolph Ste 5-300 Chicago, IL 60601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--



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.villageofpoplargo.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.

[Signature]
(SIGNATURE OF APPLICANT OR AUTHORIZED AGENT)

(SIGNATURE OF APPLICANT OR AUTHORIZED AGENT)

Operations Manager
(TITLE OR POSITION)

(TITLE OR POSITION)

11/7/22
(DATE SIGNED)

(DATE SIGNED)

STATE OF Illinois)

COUNTY OF McHenry) SS



SUBSCRIBED AND SWORN TO BEFORE ME

THIS 7 DAY OF November, 2022

[Signature]
NOTARY PUBLIC



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200 Hill Street, Poplar Grove, IL 61065

Phone: (815) 765-3201 – Fax: (815)765-3571

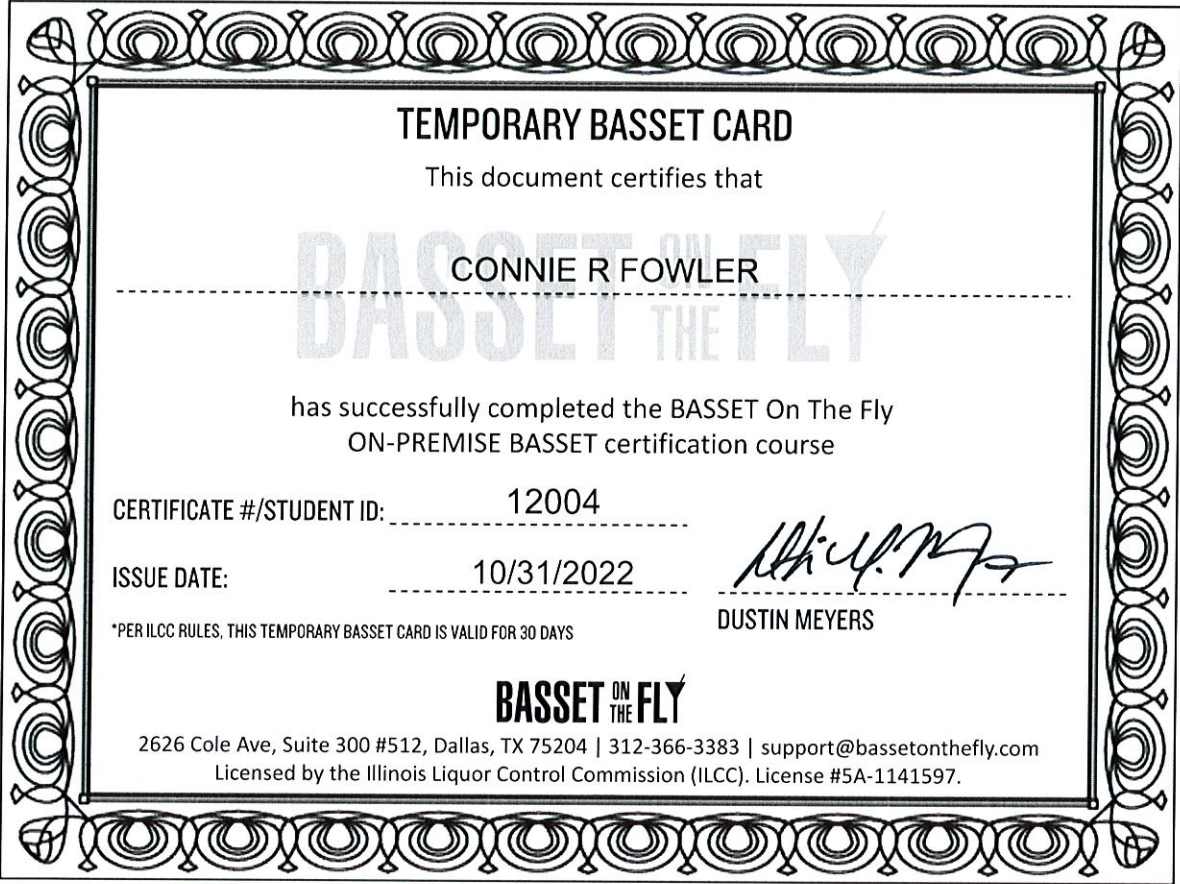
www.villageofpoplargo.com

BASSET Certification:

Effective July 1,2017, all new and renewal application for liquor licenses must be accompanied with proof of a State certificated Beverage Alcohol Sellers & Servers Education and Training (BASSET) course for all personnel working at the liquor establishment. This includes all persons who sell or serve alcoholic beverages including all management personnel working on the premises and anyone whose job description entails checking of identification for the purchase of alcoholic beverages pursuant to that license.

Please list all current employees who are required to possess a BASSET certification, and the date the certification was issued. Please attach copies of BASSET certification cards to the application.

<u>EMPLOYEE NAME</u>	<u>BASSET TRAINING PROVIDER</u>	<u>CERTIFICATION DATE</u>
1. <u>Connie Fowler</u>	<u>Basset on the Fly</u>	<u>10/31/22</u>
2. <u>Danielle Slater</u>	<u>Basset on the Fly</u>	<u>10/20/22</u>
3. <u>Kimberly Sendelbach</u>	<u>Basset Chicago</u>	<u>11/3/22</u>
4. <u>Gregory Fowler</u>	<u>Basset on the Fly</u>	<u>11/2/22</u>
5. <u>Diane Goellner</u>	<u>Basset on the Fly</u>	<u>11/7/22</u>
6. <u>Harold Goellner</u>	<u>Basset on the Fly</u>	<u>11/7/22</u>
7. <u>Guina Delrose</u>	<u>IL Liquor Control Commission</u>	<u>1/9/22</u>
8. _____		
9. _____		
10. _____		
11. _____		
12. _____		
13. _____		
14. _____		
15. _____		



TEMPORARY BASSET CARD

This document certifies that

CONNIE R FOWLER

has successfully completed the BASSET On The Fly
ON-PREMISE BASSET certification course

CERTIFICATE #/STUDENT ID: 12004

ISSUE DATE: 10/31/2022

DUSTIN MEYERS

*PER ILCC RULES, THIS TEMPORARY BASSET CARD IS VALID FOR 30 DAYS



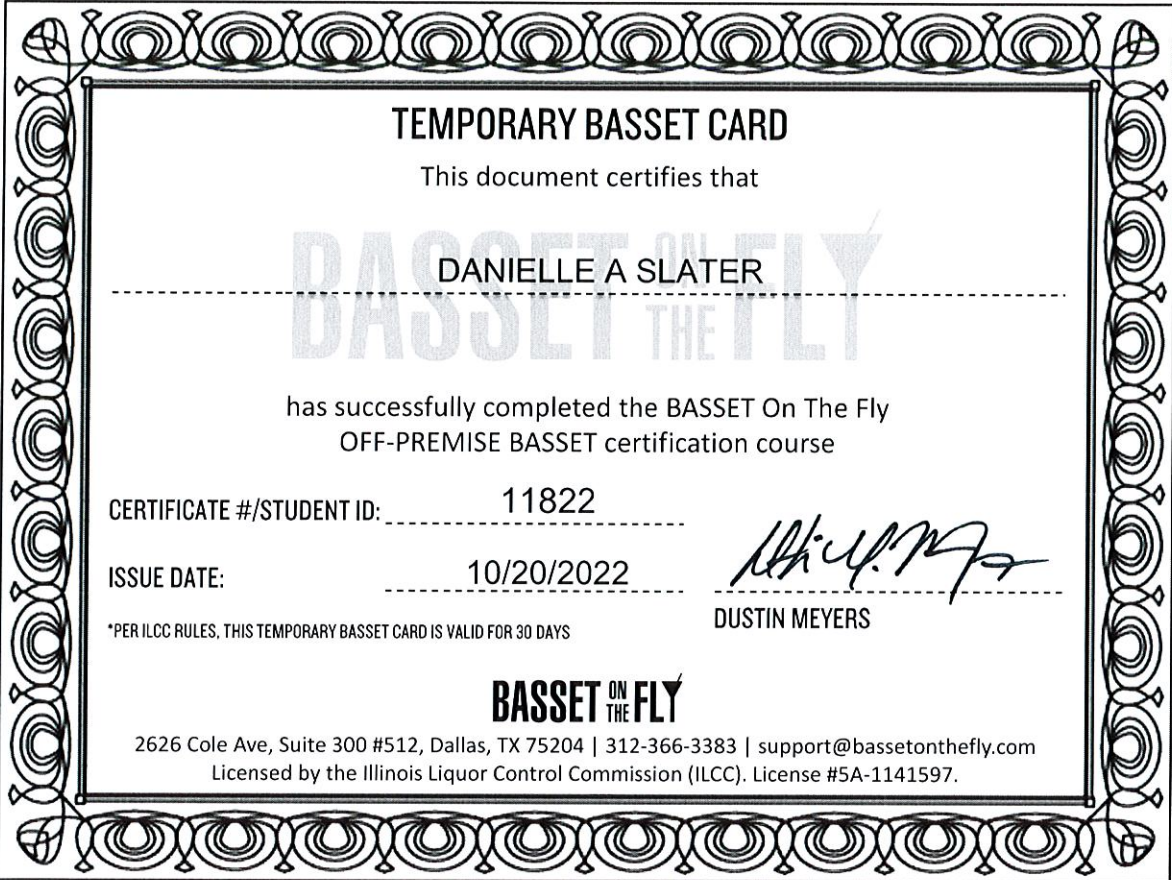
2626 Cole Ave, Suite 300 #512, Dallas, TX 75204 | 312-366-3383 | support@bassetonthe-fly.com
Licensed by the Illinois Liquor Control Commission (ILCC). License #5A-1141597.



2626 Cole Ave, Suite 300 #512, Dallas, TX 75204
312-366-3383
support@bassetonthe-fly.com
www.bassetonthe-fly.com

Per ILCC rules, this temporary BASSET card is valid for 30 days only. Your official 3-year BASSET card will be mailed by the Illinois Liquor Control Commission (ILCC).

Within 10 days of issuance, this certification should appear in the Illinois Liquor Control Commission's online database at www.ilcc.illinois.gov. If not, please contact us.



BASSET ON THE FLY

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BASSET Chicago

CERTIFICATE OF COMPLETION

Awarded To

Kimberly Sendelbach

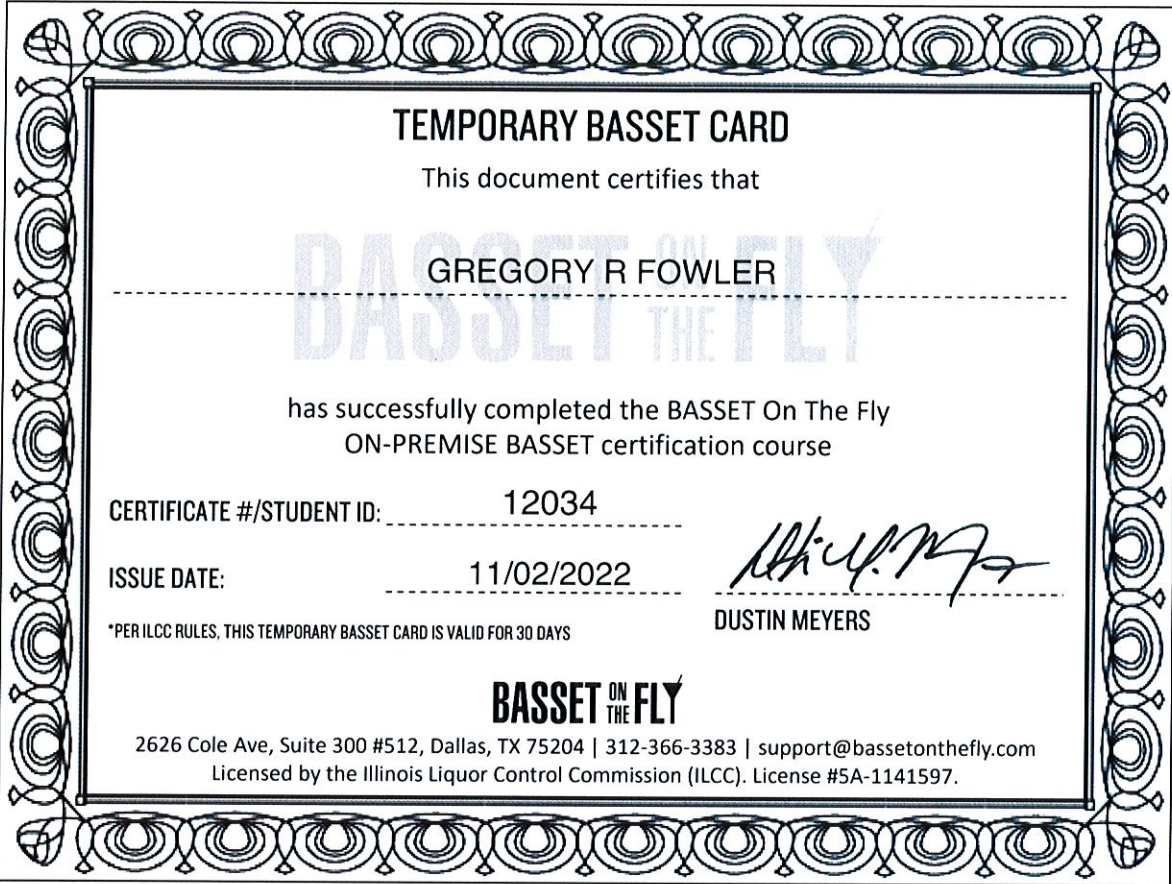
FOR SUCCESSFUL COMPLETION OF:

BASSET Certification - English

Date: 2022-11-03



cert_cfh4ttnn



TEMPORARY BASSET CARD

This document certifies that

GREGORY R FOWLER

has successfully completed the BASSET On The Fly
ON-PREMISE BASSET certification course

CERTIFICATE #/STUDENT ID: 12034

ISSUE DATE: 11/02/2022

DUSTIN MEYERS

*PER ILCC RULES, THIS TEMPORARY BASSET CARD IS VALID FOR 30 DAYS

BASSET ON THE FLY

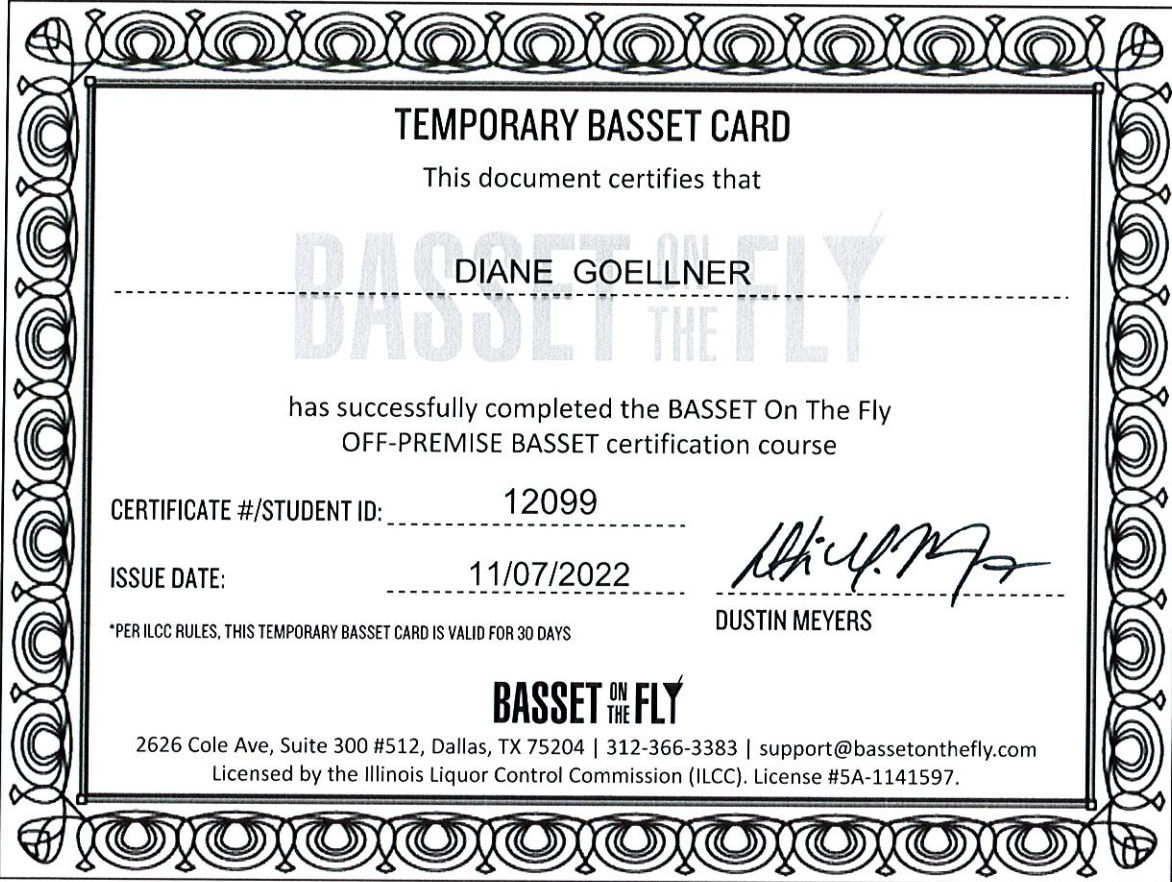
2626 Cole Ave, Suite 300 #512, Dallas, TX 75204 | 312-366-3383 | support@bassetonthe-fly.com
Licensed by the Illinois Liquor Control Commission (ILCC). License #5A-1141597.

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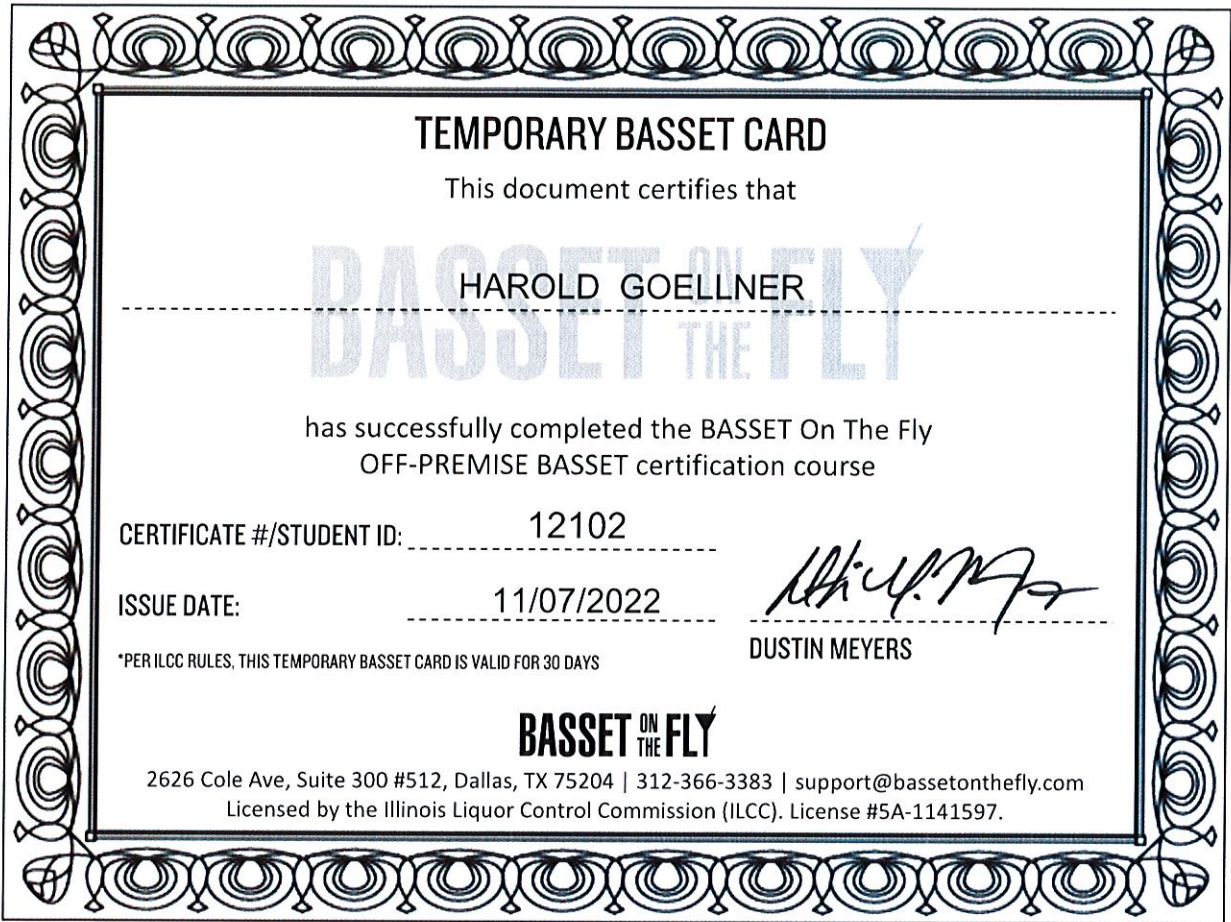


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2626 Cole Ave, Suite 300 #512, Dallas, TX 75204
 312-366-3383
 support@basetonthe-fly.com
 www.basetonthe-fly.com

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ILLINOIS LIQUOR CONTROL COMMISSION
100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601
BEVERAGE ALCOHOL SELLERS AND SERVERS
EDUCATION AND TRAINING [BASSET] CARD
Date of Certification: 1/9/2022 Expires: 1/9/2025
Trainer's IL Liquor License Number: 5A-0110606
GINA DELROSE
1503 FREMONT STREET
BELVIDERE IL 61008
****Card is not transferrable****

LCCB-01 (N-01/15)

P-000423