VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, September 15, 2021 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

AGENDA

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

APPROVAL OF AGENDA (Voice Vote)

APPROVAL OF MINUTES (Voice Vote)

1. Motion to approve minutes from August 18, 2021

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

ADMINISTRATION & ZONING, TRUSTEE QUIMBY

2. Motion to approve Poplar Entertainment, Inc. d/b/a Grove Gaming Class BB
3. Discussion and possible recommendation to the village board to approve **Ordinance 2021-24** an ordinance of the Village of Poplar Grove authorizing a twelve month extension of the special use permit for a solar farm at 4324 Illinois route 173 (east half) previously approved by ordinance 2020-25
4. Motion to approve **Ordinance 2021-25** an ordinance of the Village of Poplar Grove authorizing a twelve-month extension of the special use permit for a solar farm at 2424 Illinois Route 173 (west half) previously approved by ordinance 2020-26
5. Motion to approve **Ordinance 2021-28** an ordinance of the Village of Poplar Grove, Illinois amending title 1 - administration, chapter 5 - village board of trustees, section 1-5-4 of the village's code of ordinances

FINANCE AND PUBLIC WORKS, TRUSTEE MILLER

6. Motion to approve **Resolution 2021-47** a resolution of the Village of Poplar Grove, Illinois to approve and authorize the Village President to execute an agreement for connection to the Village water supply with Oak Lawn MHP, LLC
7. Motion to approve water bill relief for 14023 Ashwin Lane
8. Motion to approve check disbursement in the amount of $308,530.55 in AP checks, $13,193.43 in insurance expense checks and $7,853.15 in EFTS for a total of $329,577.13
9. Motion to approve **Ordinance 2021-29** an ordinance establishing the Village of Poplar Grove special service area number 1

GOOD OF THE VILLAGE

Committee of the Whole - October 11,2021 6:30 pm
Board of Trustees - October 20, 2021 7:00 pm
Planning and Zoning - October 27, 2021 6:00 pm
Trick or Treating - October 31,2021 4:00pm -7:00pm

EXECUTIVE SESSION

10. Motion to go into executive session for the purposes of 2(c) 3 – selection of a person to fill a public office and 2(c)(1) personnel

NEW BUSINESS

11. Motion to approve **Resolution 2021-48** a resolution of the Village of Poplar Grove, Illinois approving the annual audit for fiscal year May 1, 2020-April 30, 2021
12. Motion to approve **Ordinance 2021-26** 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
13. Motion to approve **Ordinance 2021-27** an ordinance of the Village of Poplar Grove establishing the compensation for the office of the Village Collector
14. Discussion on 2021 Village of Poplar Grove Christmas tree lighting

ADJOURNMENT (Voice Vote)

KJA 09/13/2021

VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, August 18, 2021 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

MINUTES

CALL TO ORDER
Meeting was called to order at 7pm by President Costanza

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

PLEDGE OF ALLEGIANCE

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

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

Wethington, Trustee Cheek

APPROVAL OF MINUTES (Voice Vote)

1. Motion to approve Special Board minutes from July 12, 2021 and Board minutes from July 21, 2021
   Motion made by Finance Chairman Miller, Seconded by Trustee Wethington.
   Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek

2. Motion to approve Public Hearing minutes from July 21, 2021
   Motion made by Trustee Wethington, Seconded by Finance Chairman Miller.
   Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek

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

Walter Swierlik - Would like to see the village board put dates when posting the amount of disbursements.

FINANCE AND PUBLIC WORKS, TRUSTEE MILLER

3. Discussion and possible recommendation to the village board to approve **Resolution 21-44** a resolution of the Village of Poplar Grove, Illinois to approve and authorize the Village President to execute an agreement with Norwest Construction, Inc for repairs to the village hall parking lot.
   Motion made by Finance Chairman Miller, Seconded by Trustee Wethington.
   Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek

4. Motion to approve **Resolution 21-45** a resolution of the Village of Poplar Grove, Illinois to approve and authorize the Village President to execute documents related to the American Rescue Plan Act
   Motion made by Finance Chairman Miller, Seconded by Trustee Cheek.
   Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek

5. Motion to approve check disbursement in the amount of $132,742.24 in AP checks, $13,193.43 in insurance expense checks and $7,853.15 in EFTS for a total of $153,788.82
   Motion made by Finance Chairman Miller, Seconded by Trustee Wethington.
   Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee

Wethington, Trustee Cheek

ADMINISTRATION & ZONING, TRUSTEE QUIMBY

6. Motion to approve **Ordinance 2021-22** an ordinance granting a special use for indoor entertainment sales/service within the GB, General Business District (100 East Grove Street)
   Motion made by Admin Chairman Quimby, Seconded by Finance Chairman Miller.
   Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek
   Mark stefancic and Robert Calgave came to answer in questions the board might have with for the applicant.
   Clerk Anderberg did reach out to DelRose and DelRose stated that she left the term structure in the ordinance so that if applicant needs to replace something through the whole building the special use covers that. The applicant will be bringing the building up to code as businesses move into each space.
7. Motion to approve **Resolution 21-46** a resolution of the Village of Poplar Grove, Illinois approving amended building permit fee schedule
   Motion made by Admin Chairman Quimby, Seconded by Finance Chairman Miller.
   Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek
   Clerk Anderberg stated that the blue line are what was added and red is what is changed. a clean version will be up on the website and attached to the resolution. Anderberg wanted the trustees to see what is changing.

NEW BUSINESS

8. Motion to approve **Ordinance 2021-23** an Ordinance transferring unappropriated fund balance to established corporate objects and purposes for the Village of Poplar Grove, Illinois for the fiscal year beginning May 1, 2020 ending April 30, 2021 (FY2021)
   Motion made by Finance Chairman Miller, Seconded by Trustee Cheek.
   Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek
   Treasurer Boyd informed the board that the village income tax revenue was higher for FY2021.
9. Motion to approve 114 E Grove agreement Street.
   Motion made by Finance Chairman Miller, Seconded by Trustee Cheek.
   Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek
   Clerk Anderberg informed the board that the homeowners at 114 e grove have already paid the first payment.
10. Motion to Discuss possible purchase of a snow plow truck not to exceed in the amount of $180,000.00

Motion made by Finance Chairman Miller, Seconded by Admin Chairman Quimby.

Public Works Director Mitch Hilden explained that one of the snow plows has some major repairs and it is a 2011. It is no longer worth to fix it and would like to purchase a new one. Hilden ask for consensus from the board to purchase a snow plow that he found that is a exactly like the one we bought in 2020. Trustees all agreed that it is worth the investment and gave Hilden the go ahead to contact the dealer.

11. Motion to approve commercial electricity agreement bids
Motion made by Finance Chairman Miller, Seconded by Admin Chairman Quimby.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek
Chad Hageman from Rock River Energy explained the bids that came in. Due to increase in prices in 2021, it will be cheaper for the village to go with a 3 year contract which is Summer.
Staff has had a great deal of issues with the villages current contract. Mr. Hageman stated he has not heard of any issues with Summer.
Motion made by Finance Chairman Miller, Seconded by Trustee Wethington to amend the motion to approve Summer for a 36 month contract.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek

GOOD OF THE VILLAGE

Village Hall Closed for Labor Day September 6, 2021

Committee of the Whole-Monday September 13, 2021 6:30 pm
Board of Trustees - Wednesday September 15, 2021 7:00 pm
Planning and Zoning - Wednesday September 22, 2021 6:00 pm

ADJOURNMENT (Voice Vote)

KJA 08/16/2021
Motion made by Admin Chairman Quimby, Seconded by Trustee Cheek.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek
meeting adjourned at 7:46pm

Village of Poplar Grove

APPLICATION FOR LICENSE TO SELL ALCOHOLIC LIQUOR AT RETAIL

Check Class of License Applied for:

○ Class A (6 Day, On Premise, Full Kitchen) $900	○ Class F (BYOB with Food) $150	**OFFICE USE ONLY**
○ Class B (6 Day, Retail off Premise) $500	○ Class G (Golf) $900	License No:
☒ Class BB (Boutique) $5000	○ Class H (Local Catering) $250	Date Issued:
○ Class C (6 Day, Less 12% on Premise) $700	○ Class I (Non-Local Cater) $350	License Expires:
○ Class D (Sunday) $100	○ Class J (Beer Garden) $100	Liquor: 5000 Gaming:
○ Class E (Event) $100		Tobacco: Fees: 100
		Cash: Check #: 1068

Initial Application will include a $100 administrative fee.

SECTION 1: Applicant Information:

Applicant Name: Poplar Entertainment, Inc. Date of Birth: N/A

Address: 303 N. Main St-8th Floor, Rockford, IL 61101 Phone: [redacted]

Primary Contact Person: Robert A. Calgaro Phone: [redacted]

Business Name: _____ Phone: (_____) _____

d/b/a Name: Grove Gaming

Premise Address: 100 E. Grove Street, Poplar Grove, IL 61065

Entity Information (if applicable):

Date of formation: 06/08/2021 Illinois Secretary of State Number: [redacted]

Assumed Name; If any: Grove Gaming

Is Entity in good standing with Illinois Secretary of State: Yes ROT Registration #: _____

If foreign Entity, date registered to do business in Illinois: _____

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

Owner of Premises: Peter & Heather Provenzano Charitable Land Trust DTD 12/28/2015 (*if leased, attach a copy of the lease to the application*)

Renter of Premises: _____ Illinois Liquor License No.: _____

[ ] 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: SEE ATTACHED Policy Number: _____

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.

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

1) Name: Peter [redacted] Provenzano
First Middle Last

[redacted] President -0-
Date of Birth Driver's License No. State Title % Ownership

2) Name: Heather Provenzano
First Middle Last

[redacted] Secretary -0-
Date of Birth Driver's License No. State Title % Ownership

3) Name: Peter & Heather Provenzano Charitable Land Trust DTD 12//28/2015
First Middle Last

Sole Shareholder 100%
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

Date of Birth Driver's License No. State Title % Ownership

6) Name:
First Middle Last

Date of Birth Driver's License No. State Title % Ownership

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.

(SIGNATURE OF APPLICANT OR AUTHORIZED AGENT)	(SIGNATURE OF APPLICANT OR AUTHORIZED AGENT)
PRESIDENT	
(TITLE OR POSITION)	(TITLE OR POSITION)
08/19/21	
(DATE SIGNED)	(DATE SIGNED)

STATE OF Illinois)

COUNTY OF Winnebago) SS

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 19 DAY OF August, 2021

John R Delia JR

NOTARY PUBLIC

OFFICIAL SEAL
JOHN R DELIA JR
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/11/21

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

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.

	EMPLOYEE NAME	BASSET TRAINING PROVIDER	CERTIFICATION DATE
1.	CURRENTLY NO EMPLOYEES		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Lloyd's Certificate

LIQUOR LIABILITY INSURANCE

This Insurance is effected with certain Underwriters at Lloyd's, London (not incorporated).

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

In the event of a claim under this Certificate, please notify the following Correspondent:

Donald Gaddis Company, Inc
21 S. Evergreen Ave
Suite 220
Arlington Hts
IL
60005

ILLINOIS LIQUOR
CERTIFICATE
LII 12 (01/07)

LLOYD'S ILLINOIS, INC.
Attorney-in-Fact for
Underwriters at Lloyd's, London (not incorporated)
181 W. Madison Street, Suite 3870. Chicago, Illinois 60602-4541

This Schedule of Warranties is attached to and forms part of LII 12 (01/07) – Location One
UNDERWRITERS AT LLOYD'S, LONDON (not incorporated)

Previous No. Authority Ref. No. [redacted] Certificate No [redacted]

Statement 1. (A) Name and Address of Assured (Licensee)

POPLAR ENTERTAINMENT DBA:
GROVE GAMING
303 N. MAIN STREET
8TH FLOOR
ROCKFORD
Illinois
61101

ILLINOIS LICENSED
Lloyd's Illinois, Inc. for Underwriters at Lloyd's, London
11 August 2021

(B) Name and Address of Assured (Owner)

PETER PROVENZANO & HEATHER PROVENZANO, AS CO-TRUSTEES OF THE PETER AND HEATHER PROVENZANO CHARITABLE LEAD TRUST DTD 12/28/2015
303 N. MAIN STREET -8TH FLOOR
ROCKFORD
Illinois
61101

Statement 2. This Insurance is limited to sales or gifts of alcoholic liquor made by the Licensee(s) named in Statement 1(A) at the following premises:

100 E. GROVE STREET
-
POPLAR GROVE
Illinois
61065

which are **inside** the corporate limits of such city, town or village

Statement 3. The insured premises will close **before 2am** which time represents the latest closing time of the insured premises on any day of the week during the Insurance period.

Statement 4. The classification of risk, amount of gross annual receipts from sales of alcoholic liquor, and the premium for the Insurance period are as stated below:

Classification of Risk	Amount of Gross Annual Receipts	Premium	Fee	Total
TAVERN	**$15,000**	**$500.00**	**$25.00**	**$525.00**

Statement 5. No company nor Underwriters at Lloyd's, London has cancelled or refused to issue or renew Liquor Liability Insurance on the risk herein described during the past five years, except as follows:
No Reason: **N/A**

INSURANCE PERIOD
The Insurance period shall be from **11 August 2021** to **11 August 2022** both days at 12:01 a.m. Central Standard Time.

LIMIT OF LIABILITY
Combined Single Limit **$1,000,000**

FORMS ATTACHED:
LII 12 (01/07)

By:

Donald Gaddis Company, Inc

THE ASSURED WARRANTS THAT THE FOREGOING WARRANTY STATEMENTS ARE FULL, TRUE AND COMPLETE AND THAT THE BREACH OF ANY OF SAID WARRANTIES SHALL RENDER THIS INSURANCE NULL AND VOID.

IT IS AGREED, by and between the Assured(s) named and described in Statement I of the attached Schedule of Warranties (hereinafter called the "Assured") and Underwriters, that the Statements contained in the attached Schedule of Warranties (hereinafter called the "Schedule"), together with the Insurance period and limits of liability set forth therein, are made a part of this Insurance and constitute and are the basis of this Contract of Insurance, and that the Assured has warranted, and by the acceptance of this Insurance, does warrant that the Statements contained in the Schedule are full, true and complete.

INSURING AGREEMENT

In consideration of the foregoing and payment of the premium, Underwriters agree, subject to all the terms, conditions, limits and exclusions herein set forth, to indemnify the Assured against all sums for which the Assured shall become legally liable, by reason of Section 6-21 of An Act of the General Assembly of the State of Illinois, entitled "An Act relating to alcoholic liquors" in force February 1, 1934, and all laws amendatory thereof (hereinafter called the "Illinois Liquor Control Act"), to anyone who, during the Insurance period, shall be injured in person or property by any intoxicated person, or shall suffer injury to society or means of support by any intoxicated person, or in consequence of the intoxication of any person.

Underwriters will defend and pay Claim Expenses for any civil action seeking damages to which this Insurance applies under Section 6-21 of the Illinois Liquor Control Act, even if groundless, false or fraudulent. Underwriters further agree to make such investigation or settlement of any claim or civil action that Underwriters deem expedient, but Underwriters shall not be obligated to pay any claim or judgment or to defend any civil action after the limit of Underwriters' liability has been exhausted by payment of judgments or settlements or the tender of said limit to the Assured or into court.

LIMIT OF LIABILITY

Combined Single Limit. The liability of Underwriters shall not exceed the amount set forth in the Schedule as the "Combined Single Limit" which shall be the aggregate limit for all the Assured's legal liability under this Insurance arising out of the intoxication of any one person.

Past Sales. In respect to any injury resulting from the selling or giving of alcoholic liquor prior to the Insurance period, the liability of Underwriters shall not exceed the amount of insurance provided nor shall such liability in any event exceed the amount of the Assured's prior insurance which was applicable to such injury and in force at the time of such selling or giving, covering the type of risks covered hereunder and applying to the premises described in Statement 2 of the Schedule (hereinafter called the "Premises")

EXCLUSIONS

Exclusions To Owner And Licensee. Underwriters do not agree to indemnify the Assureds named in Statements I(A) and 1(B) of the Schedule (hereinafter called the "Licensee" and "Owner," respectively) against sums said Assured may become liable to pay:

(1) to anyone who owns or controls any interest in the business of selling or giving alcoholic liquor at the Premises whether or not such person is named on the license; or

(2) to anyone for injury to property belonging to, or leased to, or in the care, custody or control of the Owner or the Licensee.

Exclusions To Licensee. Underwriters do not agree to indemnify the Assured named in Statement 1(A) of the Schedule against sums said Licensee may become liable to pay:

(1) to any employee of the Licensee or person acting on behalf of the Licensee who shall be injured in person, or property, or who shall suffer injury to society or means of support as a result of his consumption of alcoholic liquor while engaged in the business of the Licensee; or

(2) to anyone who shall be injured in person, or property, or who shall suffer injury to society or means of support caused by or in consequence of intoxication resulting from alcoholic liquor sold or given to an employee or person acting on behalf of the Licensee which are consumed while such employee or person is engaged in the business of the Licensee; or

(3) to anyone who shall be injured in person, or property, or who shall suffer injury to society or means of support caused by or in consequence of intoxication resulting from alcoholic liquor sold or given to the Licensee or to a person who owns or controls any interest in the business of selling or giving alcoholic Liquors at the Premises whether or not such person is named on the license.

DEFINITIONS

As used in this Insurance and the Schedule

(1) "Owner" means any person, firm, corporation or entity owning, renting, leasing or permitting the occupation of the Premises, either in his own right or in any fiduciary capacity, or having charge thereof as agent, general lessee, or receiver, but does not include any person engaged in the selling or giving of alcoholic liquors. The provisions and exclusions contained in this Insurance applicable to a Licensee shall apply to an Owner engaged in selling or giving alcoholic liquors at the Premises.

(2) "Licensee" means any person, firm, corporation or entity duly licensed to carry on the business of selling or giving alcoholic liquors at the Premises in accordance with all laws and ordinances in force where such Premises are located.

(3) "Insurance period" means the inception date of this insurance to the insurance expiration date set forth in the Schedule or the earlier termination date, if any.

(4) "Claim Expenses" means:
   (a) fees charged by any lawyer designated by Underwriters:
   (b) all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a claim, if incurred by Underwriters; and
   (c) interest upon that part of any judgment for which Underwriters are liable.
   The payment of Claims Expenses will not reduce the Combined Single Limit of Liability set forth in the Schedule of Warranties.

(5) "Society" means the mutual benefits that each family member receives from the other's continued existence, including love, affection, care, attention, companionship, comfort, guidance, and protection.

(6) "Family" means spouse, children, parents, brothers and sisters

CONDITIONS

This Insurance is subject to all the conditions hereinafter set forth or endorsed hereon, all of which are to be deemed conditions precedent to the liability of underwriters.

(1) **Assured's Duties in Event of Claim or Suit-Cooperation Clause.**

(a) **Notice.** Upon the happening of any circumstance likely to give rise to a claim under this Insurance, or upon the receipt by the Assured of notice or knowledge of any claim, the Assured shall give immediate written notice to the Correspondent of all facts and circumstances. The written notice should identify the claimants and time and place of the incident.

(b) **Claims and Civil Actions.** The Assured shall immediately forward to the Correspondent every demand, summons or other legal process received by the Assured or his representative if a claim is made or a civil action is brought against the Assured.

(c) **Cooperation.** The Assured shall cooperate with Underwriters and at Underwriters' request will submit to examination and interrogation by a representative of Underwriters, under oath if required, and shall assist in effecting settlement, securing and giving evidence, in obtaining the attendance of witnesses and in the conduct of civil actions and give a written statement or statements to Underwriters' representatives and attend meetings with such representatives for the purpose of investigation and or defense, all without charge to Underwriters.

(d) **Admissions.** The Assured shall not voluntarily assume or admit any liability nor, without Underwriters' prior consent, settle any claim or civil action or incur any expenses except at his own cost.

(2) **Premium.** Underwriters or the Correspondent shall have the right to require of the Assured at any time within the Insurance period or one year thereafter a sworn statement of the entire amount of gross annual receipts from the sale of alcoholic liquor during the whole or any specified part of the Insurance period and the Assured shall furnish said statement within ten days after request. The statement referred to shall be subject to verification and audit by a duly authorized representative of Underwriters who shall have the right and opportunity to examine the books and records of the Assured as respect such gross annual receipts and such examination may be made at any time during the Insurance period and within one year thereafter.

(3) **Appeal from Judgment Exceeding Limit of Liability**. If the amount of any judgment from which Underwriters shall elect to appeal exceeds the amount for which Underwriters are liable and Underwriters or their attorneys shall give notice to the Assured of their intention to appeal from such judgment, designating in such notice the surety upon the bond required to be filed to stay the effect of such judgment, then unless the Assured shall within five days thereafter deposit with such surety cash, or securities, or other form of indemnity acceptable to such surety, equal to that portion of such judgment in excess of the amount for which Underwriters are liable. Underwriters may undertake proceedings to review said judgment to be conducted without giving any bond, and until the termination of such proceedings, Underwriters shall not be liable to pay to anyone any amount of money by reason of such judgment, or to protect the Assured against the levy of any execution issued upon said judgment, or any proceeding taken to enforce or collect said judgment or to reimburse the Assured for any moneys paid upon said judgment pending such appeal, if such judgment shall be reversed.

(4) **Assignment of Interest**. No assignment of this Insurance, or of any interest under it, shall bind Underwriters unless their consent shall be endorsed hereon. If death, bankruptcy or insolvency of the Assured shall occur while this Insurance is in force, and written notice thereof is furnished to the Correspondent, within thirty days thereafter, this Insurance shall cover the legal representative of the Assured.

(5) **Other Insurance.** If any claim under this Insurance is also covered in whole or in part, by any other insurance, the liability of Underwriters hereunder for loss and claim expenses shall be limited to their pro rata proportion of the total limit of liability applicable to the claim.

(6) **Subrogation.** Underwriters shall be entitled, if they so desire, to prosecute in the name of the Assured to the extent of Underwriters' loss, for their own benefit, any claim for indemnity or damages or otherwise against any person.

INSURANCE PROVISIONS

(1) **Forfeiture**. This entire insurance contract shall be void if, whether before or after a loss, the Assured has wilfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the Assured therein, or in case of any fraud or false swearing by the Assured relating thereto.

(2) **Signatures Required.** This Insurance shall not be valid unless signed by the Correspondent and countersigned by the Attorney-in-Fact on the Schedule.

(3) **Correspondent and Attorney-in-Fact Not Insurers**. Neither the Correspondent nor the Attorney-in-Fact is an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those individual Underwriters at Lloyd's, London whose names can be ascertained as herein before set forth

(4) **Cancellation.**

(a) **Cancellation Notice**. If this Insurance is cancelled after the inception date, earned premium must be paid for the time the Insurance has been in force. Subject to the Notice Period provision contained in part (bl) below, this Insurance may be cancelled by the Assured at any time by written notice or by surrender of this Contract of Insurance to the Correspondent issuing this Insurance, in which case Underwriters shall retain the short rate premium in accordance with the table set forth herein as the earned premium, but in no event less than $100: This Insurance may also be cancelled with or without the return or tender of the unearned premium by Underwriters by mailing notice of cancellation to the Assured at the last mailing address known by Underwriters. If cancelled by Underwriters or the Assured when the Assured is retiring from business, Underwriters shall receive earned premium on a pro rata basis. The Correspondent shall maintain proof of mailing of such notice on a recognized US Post Office form or a form acceptable to the US Post Office or other commercial mail delivery service and a copy of such notice shall be sent to the Assured's insurance producer and to the mortgagee or lienholder; if known, at the last mailing address known by Underwriters. The mailing of such notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice subject to the Notice Period provision contained in part (b) below.

(b) **Notice Period.** (i) Notice of Cancellation by Underwriters: notice of cancellation must be mailed at least 30 days prior to the date cancellation is effective during the first 60 days of coverage. After coverage has been in effect for 61 days or more, all notices must be mailed at least 60 days prior to the date cancellation is effective. Where cancellation is for nonpayment of premium, 10 days' notice shall be given.

In addition, where required by law, Underwriters or the Correspondent on behalf of Underwriters, shall mail to the Local Liquor Control Commissioner or other state, city or local public official as required by law, notice of cancellation at least 30 days prior to the date cancellation is effective except where cancellation is for nonpayment of premium, in which case, 10 days' notice shall be given unless a longer period is required by law.

(ii) Notice of Cancellation by the Assured: if this Insurance is cancelled by the Assured, cancellation shall be effective on the date specified by the Assured, except that if required by law, cancellation shall be effective only after the Assured has provided Underwriters with satisfactory proof that the Assured gave the Local Liquor Control Commissioner or other state, city or local public official as required by law, 30 days prior notice of cancellation or if the Assured does not provide Underwriters with such satisfactory proof, cancellation shall be effective only after Underwriters or the Correspondent on behalf of underwriters has given the required 30 days prior notice of cancellation on behalf of the Assured to the Local Liquor Control Commissioner or other state, city or local public official as required by law.

(c) **Return Premium.** Underwriters shall refund the premium less the earned portion thereof on demand subject always to the retention by Underwriters of any minimum premium stipulated herein in the event of cancellation by Underwriters or the Assured.

(d) **Reason for Cancellation**. If this Insurance has been in effect for 60 days, Underwriters can cancel only for one of the following reasons; (i) nonpayment of premium; (ii) the Insurance was obtained through material misrepresentations; (iii) the Assured violated any of the terms and conditions of the Contract of Insurance; (iv) the risk originally accepted has measurably increased; (v) certification to the Director of Insurance of the State of Illinois of the loss of reinsurance by Underwriters which provided coverage to Underwriters for all or a substantial part of the underlying risk insured; (vi) a determination by the Director of Insurance of the State of Illinois that the continuation of this Insurance could place Underwriters in violation of the insurance laws of the State of Illinois.

(5) **Service of Suit**. In the event of any litigation arising out of insurance assumed hereunder, the Attorney in Fact named on the front hereof and the Director of Insurance of the State of Illinois and his successors in office are hereby appointed agents to accept service of process for Underwriters.

(6) **Assured's Insolvency**. The insolvency or bankruptcy of the Assured shall not release Underwriters from any of their obligations under this Insurance.

(7) **Complaints**. If you have any complaints concerning your Insurance, please contact the Correspondent. If he is unable to resolve the matter, you may contact the Attorney-in-Fact. You may also seek the assistance of the Public Service Section. Illinois Department of Financial and Professional Regulation, Division of Insurance Springfield, Illinois 62767

Short Rate Cancellation Table For Term of One Year.

Days Insurance in Force	Percent of one year Premium	Days Insurance in Force	Percent of one year Premium	Days Insurance in Force	Percent of one year Premium	Days Insurance in Force	Percent of one year Premium
1	5%	66 - 69	29%	154 - 156	53%	256 - 260	77%
2	6	70 - 73	30	157 - 160	54	261 - 264	78
3 - 4	7	74 - 76	31	161 - 164	55	265 - 269	79
5 - 6	8	77 - 80	32	165 - 167	56	270 - 273 (9 mos)	80
7 - 8	9	81 - 83	33	168 - 171	57	274 - 278	81
9 - 10	10	84 - 87	34	172 - 175	58	279 - 282	82
11 - 12	11	88 - 91 (3 mos)	35	176 - 178	59	283 - 287	83
13 - 14	12	92 - 94	36	179 - 182 (6 mos)	60	288 - 291	84
15 - 16	13	95 - 98	37	183 - 187	61	292 - 296	85
17 - 18	14	99 - 102	38	188 - 191	62	297 - 301	86
19 - 20	15	103 - 105	39	192 - 196	63	302 - 305 (10 mos)	87
21 - 22	16	106 - 109	40	197 - 200	64	306 - 310	88
23 - 25	17	110 - 113	41	201 - 205	65	311 - 314	89
26 - 29	18	114 - 116	42	206 - 209	66	315 - 319	90
30 - 32 (1 mos)	19	117 - 120	43	210 - 214 (7 mos)	67	320 - 323	91
33 - 36	20	121 - 124 (4 mos)	44	215 - 218	68	324 - 328	92
37 - 40	21	125 - 127	45	219 - 223	69	329 - 332	93
41 - 43	22	128 - 131	46	224 - 228	70	333 - 337 (11 mos)	94
44 - 47	23	132 - 135	47	229 - 232	71	338 - 342	95
48 - 51	24	136 - 138	48	233 - 237	72	343 - 346	96
52 - 54	25	139 - 142	49	238 - 241	73	347 - 351	97
55 - 58	26	143 - 146	50	242 - 246 (8 mos)	74	352 - 355	98
59 - 62 (2 mos)	27	147 - 149	51	247 - 250	75	356 - 360	99
63 - 65	28	150 - 153 (5 mos)	52	251 - 255	76	361 - 365 (12 mos)	100

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

Coverage for acts of terrorism is already included in the policy (including any quotation for insurance) to which this notice applies. You should know that, under the policy, any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% (85% in respect of losses occurring after 31 December 2006) of covered terrorism losses exceeding the statutorily established deductible paid by the insurer providing the coverage. The portion of your annual premium that is attributable to coverage for certified acts of terrorism as defined in the Terrorism Risk insurance Act is: **$NIL.**

I ACKNOWLEDGE THAT I HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT OF 2002, AS AMENDED, ANY LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM UNDER MY POLICY COVERAGE WILL BE PARTIALLY REIMBURSED BY THE UNITED STATES AND I HAVE BEEN NOTIFIED OF THE AMOUNT OF MY PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.

Name: **POPLAR ENTERTAINMENT DBA:**

Date: **11 August 2021**

Insurer: **Certain Underwriters at Lloyd's**

Policy Number: [redacted]

22/12/05
LMA9005
Form approved by Lloyd's Market Association

ORDINANCE NO. 2021-24

AN ORDINANCE OF THE VILLAGE OF POPLAR GROVE AUTHORIZING A TWELVE-MONTH EXTENSION OF THE SPECIAL USE PERMIT FOR A SOLAR FARM AT 4324 ILLINOIS ROUT 173 (EAST HALF) PREVIOUSLY APPROVED BY ORDINANCE 2020-25

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

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

WHEREAS, the applicant, Poplar Grove Solar, LLC P.O. Box 310, Highland Park, IL 60035 on behalf of the property owner, DYN 173, LLC, 6801 Spring Creek Road, Rockford, IL 61114 petitioned the Village for a special use permit for a solar farm at 4324 Illinois Route 173 (East Half); and

WHEREAS, after due notice by publication pursuant to the Illinois State Statutes, the Village of Poplar Grove Planning and Zoning Commission held a public hearing on September 23, 2020 concerning the proposed special use; and

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

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

WHEREAS, the corporate authorities by passage of Ordinance 2020-25 did approve the special use permit request; and

WHEREAS, pursuant to the Village of Poplar Grove Zoning Code, special uses if not commenced within twelve months following approval are invalid unless an extension is approved by the Village Board; and

WHEREAS, the applicant, Poplar Grove Solar, LLC, now requests a twelve-month extension of the original special use permit approval under the same terms and conditions of the original approval; and

WHEREAS, the corporate authorities desire to approve the request of a twelve-month extension of the original special use permit approval under the same terms and conditions of the original approval.

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

Section 1. That the special use in the LI, Light Industrial District, for a solar farm at the property legally described in Ordinance 2020-25 is hereby granted a twelve-month extension which extension will expire on October 21, 2022, subject to the following conditions:

A. Substantial compliance with the narrative and site plan submitted, unless otherwise noted. (Attachment B to Ordinance 2020-25)

B. All vegetation shall be approved by the Boone County Conservation District. Pollinator friendly vegetation shall be used.

C. A decommissioning and reclamation plan shall be submitted to and approved by the Village of Poplar Grove prior to the commencement of the development.

D. A surety, covering the complete execution of the decommissioning and reclamation plan for when the project ends shall be posted prior to the commencement of the development.

E. An agricultural drainage tile system survey shall be conducted prior to commencement of the project. All identified drain tile shall be protected and repaired if damaged.

F. The applicant shall provide training to Boone County Fire District 3 pertaining to the hazards in conducting fire control and extinguishment of the proposed solar system.

G. Inspection risers shall be installed between PINs: 03-14-300-001 and 03-14-300-002 and Illinois Route 173.

Section 2. That acceptance of benefits of this special use shall be deemed acceptance to the terms and conditions contained herein.

Section 3. The premises shall be used in accordance with the Village of Poplar Grove Zoning Code and shall not be used except as expressly authorized by the special use.

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

Section 5. 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.

PASSED this ____ day of _____, 2021.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

_____
President of the Board of Trustees
Of the Village of Poplar Grove

ATTEST:

_____
Village Clerk

ORDINANCE NO. 2021-25

AN ORDINANCE OF THE VILLAGE OF POPLAR GROVE AUTHORIZING A TWELVE-MONTH EXTENSION OF THE SPECIAL USE PERMIT FOR A SOLAR FARM AT 4324 ILLINOIS ROUT 173 (WEST HALF) PREVIOUSLY APPROVED BY ORDINANCE 2020-26

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

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

WHEREAS, the applicant, Poplar Grove Solar, LLC P.O. Box 310, Highland Park, IL 60035 on behalf of the property owner, DYN 173, LLC, 6801 Spring Creek Road, Rockford, IL 61114 petitioned the Village for a special use permit for a solar farm at 4324 Illinois Route 173 (West Half); and

WHEREAS, after due notice by publication pursuant to the Illinois State Statutes, the Village of Poplar Grove Planning and Zoning Commission held a public hearing on September 23, 2020 concerning the proposed special use; and

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

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

WHEREAS, the corporate authorities by passage of Ordinance 2020-26 did approve the special use permit request; and

WHEREAS, pursuant to the Village of Poplar Grove Zoning Code, special uses if not commenced within twelve months following approval are invalid unless an extension is approved by the Village Board; and

WHEREAS, the applicant, Poplar Grove Solar, LLC, now requests a twelve-month extension of the original special use permit approval under the same terms and conditions of the original approval; and

WHEREAS, the corporate authorities desire to approve the request of a twelve-month extension of the original special use permit approval under the same terms and conditions of the original approval.

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

Section 1. That the special use in the LI, Light Industrial District, for a solar farm at the property legally described in Ordinance 2020-26 is hereby granted a twelve-month extension which extension will expire on October 21, 2022, subject to the following conditions:

A. Substantial compliance with the narrative (with an amended setback table to mirror those on the site plan) and site plan submitted, unless otherwise noted. (Attachment B to Ordinance 2020-26).

B. All vegetation shall be approved by the Boone County Conservation District. Pollinator friendly vegetation shall be used.

C. A decommissioning and reclamation plan shall be submitted to and approved by the Village of Poplar Grove prior to the commencement of the development.

D. A surety, covering the complete execution of the decommissioning and reclamation plan for when the project ends shall be posted prior to the commencement of the development.

E. An agricultural drainage tile system survey shall be conducted prior to commencement of the project. All identified drain tile shall be protected and repaired if damaged.

F. The drainage way located in Phase II shall be left unobstructed.

G. The applicant shall provide training to Boone County Fire District 3 pertaining to the hazards in conducting fire control and extinguishment of the proposed solar system.

H. Inspection risers shall be installed between PINs: 03-14-300-001 and 03-14-300-002 and Illinois Route 173.

Section 2. That acceptance of benefits of this special use shall be deemed acceptance to the terms and conditions contained herein.

Section 3. The premises shall be used in accordance with the Village of Poplar Grove Zoning Code and shall not be used except as expressly authorized by the special use.

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

Section 5. 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.

PASSED this ____ day of _____, 2021.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

_____
President of the Board of Trustees
Of the Village of Poplar Grove

ATTEST:

_____
Village Clerk

ORDINANCE NO. 2021- 28

AN ORDINANCE OF THE VILLAGE OF POPLAR GROVE, ILLINOIS AMENDING TITLE 1—ADMINISTRATION, CHAPTER 5—VILLAGE BOARD OF TRUSTEES, SECTION 1-5-4 OF THE VILLAGE'S CODE OF ORDINANCES

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

WHEREAS, the current Code of Ordinances, Title 1, "Administration," Chapter 5 "Village Board of Trustees provides for the general obligations and operations of the Village's Board of Trustees; and

WHEREAS, the Section 1-5-4 establishes committees for the Village of Poplar Grove; and

WHEREAS, the Board of Trustees and Village President of the Village of Poplar Grove desire to amend Section 1-5-4 to allow the Village Board of Trustees to appoint the Chairman of the Finance Committee to serve as Village Board liaison and spokesperson for matters pertaining to all new construction and economic development projects within the Village limits; and

WHEREAS, the Village Board has determined this ordinance is in the best interest of the Village and its citizens.

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

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

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

   "1-5-4. – Committees

   L. The member of Village Board of Trustees appointed as the Chairperson of the Finance Committee shall serve as the board spokesperson/liaison for all new construction and economic development projects taking place within the Village limits. The Finance Chairperson as Board Spokesperson/Liaison shall serve in the role for a term concurrent with his/her term as Trustee, unless otherwise determined by the Board of Trustees and until a new Finance Chairperson is appointed.

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

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

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

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2021

ATTEST:

_____ _____

CLERK PRESIDENT

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AGREEMENT FOR CONNECTION TO VILLAGE WATER SUPPLY

THIS AGREEMENT FOR CONNECTION TO VILLAGE WATER SUPPLY ("Agreement") is entered into as of this_____ day of_____, 2021 ("Effective Date"), by and between OAK LAWN MHP LLC, a DELAWARE LLC, ("Oak Lawn Estates") and the VILLAGE OF POPLAR GROVE, an Illinois municipal corporation, (the "Village").

RECITALS:

WHEREAS, Oak Lawn Estates is the owner of real property commonly known as 13150 IL Route 76, Poplar Grove, IL and with PIN 03-26-300-018 (the "Property"); and

WHEREAS, the Property is improved with a mobile home park commonly known as the Oak Lawn Estates Mobile Home Park; and

WHEREAS, water service for the mobile home park is currently provided for by a private well located on the Property; and

WHEREAS, Oak Lawn Estates has expressed a desire to have water service for the mobile home park be provided for by the Village's public water system; and

WHEREAS, Village and Oak Lawn Estates have reached an accord as to the terms and conditions upon which Oak Lawn Estates will connect the mobile home park to the Village's water system; and

WHEREAS, the Village and Oak Lawn Estates have memorialized such terms and conditions herein.

NOW THEREFORE, in consideration of the covenants, agreements, mutual promises and other provisions herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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

2. Connection to Village Water System. Oak Lawn Estates shall connect to the Village's water system within two years of the date of this Agreement. Oak Lawn Estates shall be responsible for completing any necessary work required to connect to the Village's water system and for the costs of such work. Oak Lawn Estates shall obtain any and all necessary permits and approvals required to connect to the Village's water system, including but not limited to, IEPA and Village approval.

3. Connection Fees. Oak Lawn Estates shall be obligated to pay water connection fees (as set forth herein) for connection of the mobile home park to the Village's water system (i.e. 189 mobile home units). The parties hereto agree that the connection fees for 189 units

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shall be a total of $391,842.23 (the "Connection Fee"). The Connection Fee shall be paid in equal annual installments over a term of ten years and shall be interest free (i.e. $39,184.22 per year) with the first installment payment being due and payable after the Property is connected to the Village water system and yearly thereafter. The Connection Fee was calculated as shown in Exhibit A, attached hereto and incorporated herein.

4. Special Service Area. As a mechanism to collect the annual installment payments on the Connection Fee, the Village will go through the statutory process to establish a Special Service Area over the Property which will allow the annual installment payments to be paid as a part of property tax bill for the Property. The ordinance creating the Special Service Area will not be filed with the County Clerk until after the Property is connected to the Village water system. In the event Oak Lawn Estates desires to sell the Property prior to the Connection Fee being paid in full, any balance owed on the Connection Fee shall be paid off in full at the time of the closing on the sale of the Property. Such payment may be from the proceeds of the sale.

   The parties hereto acknowledge that the formation of a Special Services Area may be objected to and that if a petition objecting to the formation of the Special Service Area, signed by at least 51% of the owners of record of the land included within the boundaries of the Special Service Area and 51% of the electors residing within the Special Service Area, is filed with the Village Clerk, the Special Services Area shall not be established.

   Oak Lawn Estates, as the owner of record of all the land proposed to be within the Special Services Area, agrees not to object to the establishment of the Special Service Area. Further, Oak Lawn Estates shall take steps to provide notice of the Special Service Area to the residents of the mobile home park and inform them of the purpose for and the benefits of the Special Services Area in an effort to minimize objection by electors residing within the Special Service Area.

   In the event a Special Service Area cannot be established, Oak Lawn Estates agrees to make the required annual payments directly to the Village, on or before January 1st of each year until such time as the Connection Fee has been paid in full. The Village shall have the right to record a lien against the Property evidencing Oak Lawn Estates obligation to pay the Connection Fee. Upon full payment of the Connection Fee, the Village shall release such lien.

5. Easement. Concurrent with the execution of this Agreement, Oak Lawn Estates agrees to grant to the Village a permanent easement to locate, install, access, maintain, repair, and/or replace a metering manhole and a new meter on the sanitary sewer lift station on the Property. Said permanent easement will be approximately 625 square feet in area. Oak Lawn Estates further agrees to grant the Village a temporary construction easement so that

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the Village can get equipment to the permanent easement area. The Village will create the necessary easement documents effectuating the grant of the easements and showing their location and size. All of the work to install the manhole and the meter will be the responsibility of the Village, as well as the costs thereof. Any areas of the Property disturbed by construction activity will be reasonably restored by the Village, including new topsoil, seeding, fertilizer and erosion control blanket.

6. Term. The term of this Agreement shall be from the Effective Date until full payment of the Connection Fee.
7. Acceleration. Oak Lawn Estates may accelerate the payments on the Connection Fees at any time. The Village may not assess any prepayment penalties or fees.
8. Assignment. This Agreement shall be deemed to be exclusive between Village and Oak Lawn Estates. This Agreement shall not be assigned without first obtaining permission in writing from the Village.
9. Insurance. Upon execution of this Agreement, and prior to Oak Lawn Estates commencing any work or services under this Agreement, Oak Lawn Estates shall obtain and maintain during the term of this Agreement, commercial general liability insurance and umbrella liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and Oak Lawn Estates shall provide the Village with a Certificate of Insurance and Additional Insured Endorsementon ISO form CG 20 10 11 85 (or substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming the Village as additional Insured thereunder. Additional insured coverage shall apply as primary insurance and be noncontributory with respect to any other insurance afforded to the Village. All coverage shall be placed with an insurance company duly admitted in the State of Illinois and shall be reasonably acceptable to the Village. All vendor insurance carriers must maintain an A.M. Best rating of "A" or better. Coverage shall be afforded to the additional insured whether or not a claim is in litigation.

   The insurance coverage required above shall be of sufficient type, scope and duration to ensure coverage for the Village for all liability concerns related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by, or on behalf of the Village, in relation to the contract. The following insurance requirements shall apply to Oak Lawn Estates for the duration of this Agreement unless explicitly waived by the Village:

   - Commercial General Liability. The coverage available to the Village, as Additional Insured, shall not be less than $1 million each occurrence, $2 million general aggregate (subject to a per project general aggregate provision applicable to the project), $1 million products/completed operations aggregate and $1 million

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personal injury limits. Such insurance shall cover liability arising from premises, operations, independent vendors, products-completed operations, personal injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

- Umbrella or Excess Liability Insurance: Oak Lawn Estates shall maintain umbrella or excessliability insurance coverage in an amount not less than $2 million.

Oak Lawn Estates shall provide the Village with a Certificate of Insurance evidencing compliance with this paragraph. Each Certificate of Insurance shall provide that the insurer must give the Village at least thirty (30) days prior written notice of cancellation or termination of Oak Lawn Estates's coverage thereunder.

10. Indemnification. To the fullest extent permitted by law, each Party (the "Indemnifying Party") shall pay, indemnify, defend and hold harmless the other, and their respective officers, representatives, elected and appointed officials, agents, employees, volunteers, sponsors, and vendors, ("Indemnified Parties") from and against any and all third party claims, causes of action, loss, expense, liability, damage or cost (including, without limitation, judgments, attorneys' fees and costs, court costs and the cost of appellate proceedings), (collectively referred to as "Losses"), whether known or unknown, foreseen or unforeseen, presently asserted or otherwise, actual, contingent or otherwise, direct or indirect, which any of the Indemnified Parties incur because of injury to or death of any person or on account of damage to property belonging to a third-party, and for which the Indemnifying Party is liable as a result of the negligent or willful act or omission of the Indemnified Party or its employees, agents or subcontractors in connection with or as a consequence of the Equipment operated in connection with this Agreement. Notwithstanding anything provided however, that if such Losses arises in whole or in part from an Indemnified Party's negligence, gross negligence or intentional misconduct or inaction, then the amount of the Losses subject to indemnification shall be reduced by an amount in proportion to the percentage of the Indemnified Party's responsibilities for such Loss.

11. Default and Remedies. If either party fails to perform its obligations as required by this Agreement or otherwise defaults under this Agreement, the non-defaulting Party may, in its sole discretion and in addition to any other rights at law or in equity, (1) send notice of the default; or (2) cancel this Agreement by notice to the defaulting party. In the event of a default and/or litigation arising out of enforcement of this Agreement, the Parties hereto acknowledge and agree that, to the extent permitted by law, the prevailing party shall be entitled to recover all reasonable costs, charges, expenses, and their reasonable attorneys' fees arising as a result thereof.
12. Notices. All notices, demands, requests, consents, approvals or other instruments required

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or permitted to be given under this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be given by any of the following means (i) personal service; (ii) telecopy or facsimile; (iii) overnight courier; or (iv) registered or certified mail, return receipt requested:

To Oak Lawn Estates:	Oak Lawn Estates Attn: Christopher Howard 4181 Rose Crescent West Vancouver, B.C. V7V 2N6 Canada
With Copy To:	N/A
To Village:	Village of Poplar Grove Attn: Village President 200 N. Hill Street Poplar Grove, Illinois 61065
With Copy To:	Sosnowski Szeto, LLP Attn: Aaron N. Szeto 6735 Vistagreen Way, Suite 300 Rockford, Illinois 61107

13. Entirety and Binding Effect: This Agreement represents the entirety of the Agreement between the Parties and shall be binding upon them and inure to the benefit of and be enforceable by and against their respective successors, personal representatives, heirs, legatees, and assigns.

14. Survival of Provisions: If any of the provisions of this Agreement are invalid with any statute or rule of law of the State of Illinois or of any judicial district in which it may be so brought to be enforced, then such provisions shall be deemed null and void to the extent that they may conflict herewith, but the remainder of this instrument and any other application of such provision shall not be affected thereby.

15. Use of Headings: The clause headings appearing in this agreement 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.

16. Amendments and Modifications: Except as otherwise provided for herein, this Agreement 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.

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17. Counterparts: This Agreement 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.

18. Previous Agreements: The foregoing is the agreement between the Parties hereto as it now exists at the execution hereof and it is expressly understood, agreed and distinctly acknowledged that all previous communications and negotiation between the Parties, either written or oral, that are not contained herein are hereby withdrawn, nullified, and void.

19. Miscellaneous. No failure of Village or Oak Lawn Estates to enforce the terms of this Agreement shallconstitute a waiver by Village or Oak Lawn Estates of any contractual right under this Agreement. The rights and duties arising under this Agreement shall be governed by the law of the State ofIllinois. Any action against Oak Lawn Estates or the Village shall be brought in Circuit Court of the 17thJudicial Circuit, Boone County, Illinois.

[Signature Page Follows]

DocuSign Envelope ID: 75D161FF-4B61-4FB5-9022-FC3CEDED392C

IN WITNESS WHEREOF, the parties hereto have set their hand as of the date first referencedabove.

OAK LAWN MHP, LLC

DocuSigned by:

By: Christopher Howard
12BA0EEF53B3467...

Christopher Howard

Its: President

VILLAGE OF POPLAR GROVE, ILLINOIS

By: _____

Don Sattler

Its: Village President

ATTEST:

_____

Karri Anderberg, Village Clerk

DocuSign Envelope ID: 75D161FF-4B61-4FB5-9022-FC3CEDED392C

EXHIBIT A

In 2020, the average day consumption for Oak Lawn was 25,252 gallons and it was found that there were 174 units in service during the year. One ERU is defined as 350 gallons per day. Dividing the number of gallons per day (25,252) by the number of gallons per ERU (350) yields 72.15 ERUs. Dividing the number of ERU's by the number of units in service provides for an ERU for the park of 0.414648 ERU/Unit. The connection fee is then calculated by multiplying the total number of potential units in the park (189) times the number of ERUs per unit (0.414648) times the base connection fee of $5,000/ERU which totals $391,842.23.

One Equivalent Residential Unit (ERU):	350 Gallons/Day
Poplar Grove's Connection Fee/ERU	$5,000.00
Total number of Gallons Used in in Oak Lawn Mobile Home Park in 2020	9217000
Average Use Per Day in 2020	25252.05
Average ERUs in 2020	72.15
Number of Units in Service in 2020	174
ERU/Unit	0.414648
Total Number of Units in the Park	189
Connection Fee	$391,842.23

RESOLUTION NUMBER: 2021-47

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS TO APPROVE AND AUTHORIZE THE VILLAGE PRESIDENT TO EXECUTE AN AGREEMENT FOR CONNECTION TO VILLAGE WATER SUPPLY WITH OAK LAWN MHP, LLC

WHEREAS, the Village of Poplar Grove, Illinois ("Village") owns and operates a municipal water system; and

WHEREAS, Oak Lawn MHP, LLC ("Oak Lawn") is the owner of the real property commonly known as 13150 IL Route 76, Poplar Grove, IL and with PIN 03-26-300-018 (the "Property"); and

WHEREAS, the Property is improved with a mobile home park commonly known as the Oak Lawn Estates Mobile Home Park; and

WHEREAS, water service for the mobile home park is currently provided for by a private well located on the Property; and

WHEREAS, Oak Lawn has expressed a desire to have water service for the mobile home park be provided for by the Village's municipal water system; and

WHEREAS, Village and Oak Lawn have reached an accord as to the terms and conditions upon which Oak Lawn will connect the mobile home park to the Village's water system and have memorialized such terms and conditions in the Agreement for Connection to Village Water Supply 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 _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

APPROVED_____, 2021

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

EXHIBIT A- AGREEMENT

History Detail Report

Friday, September 10, 2021

[redacted]

Service Address: 14023 ASHWIN [redacted]
Customer Name: NICHOLAS PAPPALARDO

Posted	Created	Action Read	Item - or - User Usage	Amount Other Info	Balance
09/07/21	09/07/21 15:55	Payment Posted	R21-085198	$180.00	$697.16
08/27/21	08/27/21 11:05	Bill Calculated	07/16/21-08/15/21	$406.43	$877.16
08/16/21	08/16/21 13:02	Meter Read 1466000	Water 30000	 Auto	$470.73
07/28/21	07/28/21 13:49	Bill Calculated	06/16/21-07/15/21	$470.73	$470.73
07/26/21	07/23/21 16:27	Payment Posted	R21-083312	$181.37	$0.00
07/20/21	07/20/21 9:54	Bill Adjustment	110.00 BILLED AGAIN	-$110.00 Adj	$181.37
07/20/21	07/20/21 9:18	Bill Adjustment	MISCALULATION	-$235.23 Adj	$291.37
07/15/21	07/15/21 11:24	Meter Read 1436000	Water 35000	 Auto	$526.60
06/29/21	06/29/21 12:44	Bill Calculated	05/16/21-06/15/21	$481.60	$526.60
06/16/21	06/16/21 17:00	Meter Read 1401000	Water 9000	 Auto	$45.00
06/01/21	06/01/21 13:03	Bill Adjustment	WATER TURN OFF	$45.00	$45.00
12/15/20	01/07/21 14:20	Meter Read-Initial 1392000	Water	 A	$0.00

Total Usage: 74,000.00

Report Generated: 9/10/2021 9:21 AM
Report Options: Posted From: 9/10/2019 To: 9/10/2021

To whom it may concern,

My named is Nicholas Pappalardo and I am the homeowner at 14023 Ashwin Lane here in town. Recently there has been a great deal of confusion regarding my water bill however I have been working with the water department to resolve said issue. In a nutshell, the readings on my meter took a drastic and so far unexplained jump for the previous two months. It had been reading a level of water usage that I have never even approached at any time in the past (30,000 gallons!) It was first thought it may be explained by a leak, however a leak that serere would be rather obvious and I did check all drains as well and found nothing. There was also mention of a software issue that affected the meter reading itself and to my knowledge that was the assumed culprit at the time. I paid $180.00 for that first month and assumed the issue

was taken care of and was settled.
Then the next month's reading was
also outragously high so the issue is
still open. I must stress that neither I
or any member of my household is using
any more water than usual and I
believe there must have been
another innacurate read. That is reflected
in the fact that my read so far this
month is back to normal levels. As I
said previously, I have been working
with the water department and am
trying to get this squared away.
I once again made a $180.00 payment
for last month so I'm hoping that is
sufficient. Barb had mentioned that
I may be required to speak before
a board meeting about this to
get it finally resolved. I am willing
to do this, however, I would prefer
not to do that if possible. I hope
this letter and whatever information
the water department is sufficient.
I will follow up with Barb as
needed.

regards,

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

September 10, 2021

To: Village of Poplar Grove Board

From: Barb Resch – Billing Clerk

Water & Sewer account at 14023 Ashwin Lane, Poplar Grove IL.

Issue 1.

His bill for 9000 should have been $136.37 but it billed him $481.60, and he had a past due amount of $45.00 = making the total for his June bill $526.60

The system billed him in error:

$110.00 – Water shut off / On

$235.23 – Water and Sewer Base

I called BS&A and they reversed the amounts that were billed in error.

After the correction was made his bill was $136.37 + $45.00 past due amount for a total of $181.37

He paid on 07/23/21.

Issue 2.

July read was 35000 for 06-16-21 – 07-15-21 = $470.73

Katie Jaster called and left a message for him regarding his high consumption.

Resident returned her call and talked with me, and I asked if there was a toilet leak, did extra watering outside, water softener re-generating too often? He said no but did say that back in May he had a service come and deal with a water issue. I told him that I would check into to it and call him back.

Talked with Katie and she said that everything looked fine and that the meter was working fine.

Called him back twice and had to leave a message.

Did not hear back from him.

Issue 3

August read was 30000 for 07-16-21 – 08-15-21 = $406.43

Katie Jaster called and had to leave a message regarding the high consumption again.

He called back and was upset about the high consumption and that he did not get a call back regarding the previous month's read. I talked to him, let him know that I did call back and left 2 messages. He was adamant that it was something with our meter or billing software and that there was no leak. I told him that everything was billing correctly and asked him if he would like to come in and get toilet tablets to check for leaks.

Also told him that he could write a letter to the board, and I would need to have it by 09/09/21. I also told him to come and speak to the board and explain his situation on 9-13-21 or 09-15-21. He said that he would do it.

9-1-21 – public works took a read of the meter. It was reading 5000 gal for 2 weeks which seems to be back to a normal usage.

Gave this information to him and asked if he would be able to pay something towards his account. I reminded him about the writing a letter and speaking in front of the board.

He paid $180.00 on 09/07/21.

I called him in 09/09/21 reminding him that I needed to have his letter by the end of the day if he was still planning on writing one. He dropped it off and gave it to Karri and Karri also told him about coming and speaking to the board.

We were getting ready to do door notices and shut offs, but we were waiting on his due to some information that was given to us about a personal issue. Just as a reminder that we needed some sort of payment and his letter, we did have public works go put a door notice on his door. He left us a message about this, and I called him back to let him know it was only as a reminder that we needed a payment and his letter and that we are still working with him.

ORDINANCE NO. 2021-29

AN ORDINANCE ESTABLISHING THE VILLAGE OF POPLAR GROVE SPECIAL SERVICE AREA NUMBER 1

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

Section 1. Authority. The Village of Poplar Grove (the "Village") is authorized, pursuant to Article VII, Section 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Tax Law, 35 ILCS 200/27-5 et seq. (the "Act"), to establish special service areas for the provision of special governmental services in portions of the Village and to levy or impose a special tax for the provision of such special services.

Section 2. Findings. (a) The question of establishment of the area hereinafter described as a special service area (the "Special Service Area") was considered by the Village Board of the Village pursuant to "An Ordinance Proposing the Establishment of Special Service Area Number 1 in the Village of Poplar Grove and Providing for Other Procedures in Connection Therewith," being Ordinance No. 2020-16, adopted on May 20, 2020. The establishment of the Area was considered at a public hearing held on July 22, 2020 (the "Public Hearing"). The Public Hearing was held pursuant to notice duly published in the Boone County Journal, a newspaper of general circulation within the Village, on June 26, 2020, which publication was at least fifteen (15) days prior to the Public Hearing, and also pursuant to notice by mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Area. Said notice by mail was given by depositing said notice in the United States mail not less than ten (10) days prior to the date set for the Public Hearing. In the event taxes for the last preceding year were not paid, said notice was sent to the person last listed on the tax rolls prior to that year as the owner of said property. A certificate of publication of notice and evidence of mailing of notice are attached to this Ordinance as Exhibit A and Exhibit B, respectively. Said notices conform in all respects to the requirements of the Act.

(b) At the Public Hearing, all interested persons were given an opportunity to be heard on the question of the cost of construction, reconstruction and installation of sanitary sewer mains and laterals, related engineering, surveying, soil testing and appurtenant work, mass grading, site clearing, other related improvements and other eligible costs (collectively, the "Improvements"), on the question of the conditions for participating in the Special Service Area as more particularly set forth herein, and on the question of financing the eligible costs due from time to time by a levy of a special tax on real property within the Area.

(c) After considering the data as presented to the Corporate Authorities of the Village and at the Public Hearing, the President and Board of Trustees of the Village find that it is in the best interests of the Village and of the residents and property owners of the Village of Poplar Grove Special Service Area Number 1, as hereinafter described, be established.

(d) More than 60 days have elapsed since the final adjournment of the Public Hearing. No owners of record of the taxable property lying within the Special Service Area or electors residing within the Special Service Area have filed a petition with the Village Clerk

objecting to the creation of the Special Service Area, the levy of the Special Tax as described herein or the financing of the Improvements.

(e) The Special Service Area is compact and contiguous as required by the Act.

(f) An annual special tax based upon a special tax roll levied against each residential lot and each parcel in the Special Service Area as herein described does not exceed the tax rate or method proposed in the notice of public hearing referred to herein and such special tax, taking into account the direct and indirect special service benefits to current and future owners of property within the Special Service Area, bears a rational relationship between the amount of tax levied against each lot, block, tract and parcel of land in the Special Service Area and the special service benefit conferred.

(g) It is in the best interests of the Village that the Special Service Area be created for the financing of the Improvements within the Special Service Area, that the up-front financing of the Improvements' costs be advanced by the Village, and that taxes be levied on real property within the Special Service Area to repay the Village for such up-front financing and to cover costs and expenses connected with the financing of the Improvements within the Special Service Area.

(h) It is in the best interests of the Village of Poplar Grove Special Service Area Number 1 that the furnishing of the Improvements proposed be considered for the common interests of the Special Service Area and that the Special Service Area will benefit specially from the Improvements.

Section 3. Village of Poplar Grove Special Service Area Number 1 Established. A special service area to be known and designated as "Village of Poplar Grove Special Service Area Number 1" is hereby established and shall consist of the contiguous territory legally described in Exhibit C hereto, and outlined on the map of a portion of the Village attached as Exhibit D hereto, which description and map are by this reference incorporated herein and made a part hereof. The public streets and highways shown within Exhibit D are also included in the Special Service Area.

Section 4. Purpose of Area. Village of Poplar Grove Special Service Area Number 1 is established to provide special services to the Special Service Area in addition to services provided in the Village generally. Village of Poplar Grove Special Service Area Number 1 is also created so that the up-front financing of the Improvements by the Village may be payable from taxes levied on real property in the Special Service Area in accordance with the special tax roll established by this Ordinance for a period of three (3) years. Such taxes shall be levied in addition to all other Village taxes so levied, provided repayment shall not be in excess of the amount of $5,413.54 which includes administrative expenses relating to the proposed special service area.

Section 5. Special Tax Roll for Re-Payment. In lieu of an ad valorem tax to be levied and extended for the re-payment of principal of and interest advanced on behalf of the Special Service Area, a special tax roll is hereby established. Such special tax roll shall be used only for levying and extending taxes for the re-payment of the costs of the Improvements paid for in advance by the Village for the purposes set forth in Section Four hereof and the administration and maintenance expenses of the Special Service Area. The special tax roll shall be substantially in

the form attached as Exhibit E hereto, which special tax roll is by this reference incorporated herein and made a part hereof.

Section 6. Supersede Conflicting Ordinance. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed to the extent of such conflict.

Section 7. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED by the Corporate Authorities this _____, 2021.

Voting Aye (list names): _____
Voting Nay (list names): _____
Abstaining (list names): _____
Absent (list names): _____

SIGNED by the Village President this _____, 2021.

_____
Village President

ATTEST:

_____
Village Clerk

Published in pamphlet form _____, 2021.

EXHIBIT A

Proof of Publication and Notice

EXHIBIT
A

NOTICE IS HEREBY GIVEN that on July 22, 2020 at 7:00 p.m. at the Village of Poplar Grove Village Hall, 200 N. Hill Street, Poplar Grove IL 61065, a hearing will be held by the Village of Poplar Grove (the "Village") to consider forming a special service area, to be called "Village of Poplar Grove Special Service Area Number 1" consisting of the territory legally described in Exhibit 1 to this Notice.

The approximate location and boundaries of the proposed special service area is the parcel commonly known as: 206 S. State Street with PIN: 04-19-154-004 located in the Village of Poplar Grove, and is more fully described in Exhibit 1 of this Notice.

The general purpose of the formation of the Village of Poplar Grove Special Service Area Number 1 is to provide special municipal services to the area which include, but are not be limited to, sewer mains and/or laterals and related engineering, surveying, soil testing and appurtenant work, mass grading, site clearing and other eligible costs. The special services include new construction and maintenance and repair activities.

There will also be considered at the hearing the following method of financing improvements within the proposed special service area: the Village has provided the up-front financing for the costs associated with providing special municipal services to the proposed special service area and administrative expenses relating to the proposed special service area. The special municipal services to be provided to the proposed special service area will include sewer mains and/or laterals and related engineering, surveying, soil testing and appurtenant work, mass grading, site clearing and other eligible costs. The up-front payment of the costs associated with providing the special municipal services to the proposed special service area and administrative expenses relating to the proposed special service area have be advanced by the Village from legally available funds of the Village. Such costs are anticipated to be approximately $5,413.54. The Village will be repaid for such costs by and through the levy of an annual special tax levied against certain parcels of property within the special service area for a period of three (3) years. This tax is to be levied upon certain specific and identified taxable properties within the proposed special service area. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied is anticipated to be $1,804.51.

At the hearing, all interested persons affected by the formation of such special service area, including all persons owning taxable real estate therein, may file written objections to and be heard orally regarding the formation of and the boundaries of the special service area and the levy of taxes affecting the area. The hearing may be adjourned by the Village Board without further notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the Village of Poplar Grove Special Service Area Number 1 and by at least 51% of the owners of record of the land included within the boundaries of the Village of Poplar Grove Special Service Area Number 1 is filed with the Village Clerk of the Village of Poplar Grove within 60 days following the final adjournment of the public hearing objecting to the creation of the special service area or the levy of taxes affecting the area, no such area may be created or taxes levied or imposed.

Members of the public are invited to attend this public hearing at which time an opportunity will be given to address the members of the Village Board of the Village of Poplar Grove.

Dated: June 23, 2020

/s/ Karri Anderberg, Village Clerk

Exhibit 1 to Notice

Boundaries of Special Service Area

Legal Description of Property

Beginning at the Southwest corner of the Northwest Quarter (1/4) of Section 19, Township 45 North, Range 4 East of the Third Principal Meridian; thence East along the South line of said Quarter (1/4) Section, 10 rods to an iron stake; thence North and parallel with the West line of said Quarter (1/4) Section, 7 rods to an iron stake; thence West and parallel with the said South Quarter (1/4) Section line 10 rods to a point in the West line of the Northwest Quarter (1/4) of said Section 19; thence South along said West Quarter (1/4) line, 7 rods to the place of beginning; situated in the County of Boone and State of Illinois.

Commonly known as 206 S. State Street, Poplar Grove, IL

PIN: 04-19-154-004

Published in the Boone County Journal on June 26, 2020.

RECEIVED
JUL 08 2020
BY: .....

COUNTY OF BOONE)
STATE OF ILLINOIS) SS

CERTIFICATE OF PUBLICATION

David C. Larson being first duly sworn on his oath deposes and says that the BOONE COUNTY JOURNAL is a secular newspaper of general circulation published in the city of Belvidere, in the County of Boone and State of Illinois and printed elsewhere and that said newspaper has been so published and printed and of general circulation in said city and county for more than one year continuously last past.

Affiant further says that said newspaper is published by The Boone County Journal.

Affiant further says that he is empowered by said company, as proprietor, to make and execute Certificates of Publication as to and concerning notices and publications appearing or published in said newspaper required by law to be published or certified.

Affiant newspaper further says and certifies that the public notice of which the printed copy is attached to this certificate is true and correct copy, was duly published in one issue of said Boone County Journal beginning on the June 26, 2020 in conformity to the statute in such case made.

Publication fee to be invoiced

David C. Larson

David Larson, Publisher
The Boone County Journal

Dated June 26, 2020

EXHIBIT B

Proof of Mailing and Notice

PROOF OF SERVICE

The undersigned, being first duly sworn on oath deposes and states that a copy of the NOTICE OF HEARING – VILLAGE OF POPLAR GROVE SPECIAL SERVICE AREA NUMBER 1 was served upon:

Vincent Anderson
206 S. State Street
Poplar Grove, IL 61065

Abagail E. Hofbauer
206 S. State Street
Poplar Grove, IL 61065

by placing a true and correct copy of said documents in an envelope, addressed as is shown above; that I sealed said envelope and places sufficient U.S. postage on said envelope; that I deposited said envelope so sealed and stamped in the United States mail in Poplar Grove, Illinois on the 23rd day of June, 2020.

Karri Anderberg, Village Clerk

Subscribed and sworn to before me
this 23rd day of June, 2020.

Notary Public

"OFFICIAL SEAL"
KATELYN JASTER
Notary Public, State of Illinois
My Commission Expires 3/5/2022

EXHIBIT C

Legal Description of Special Service Area

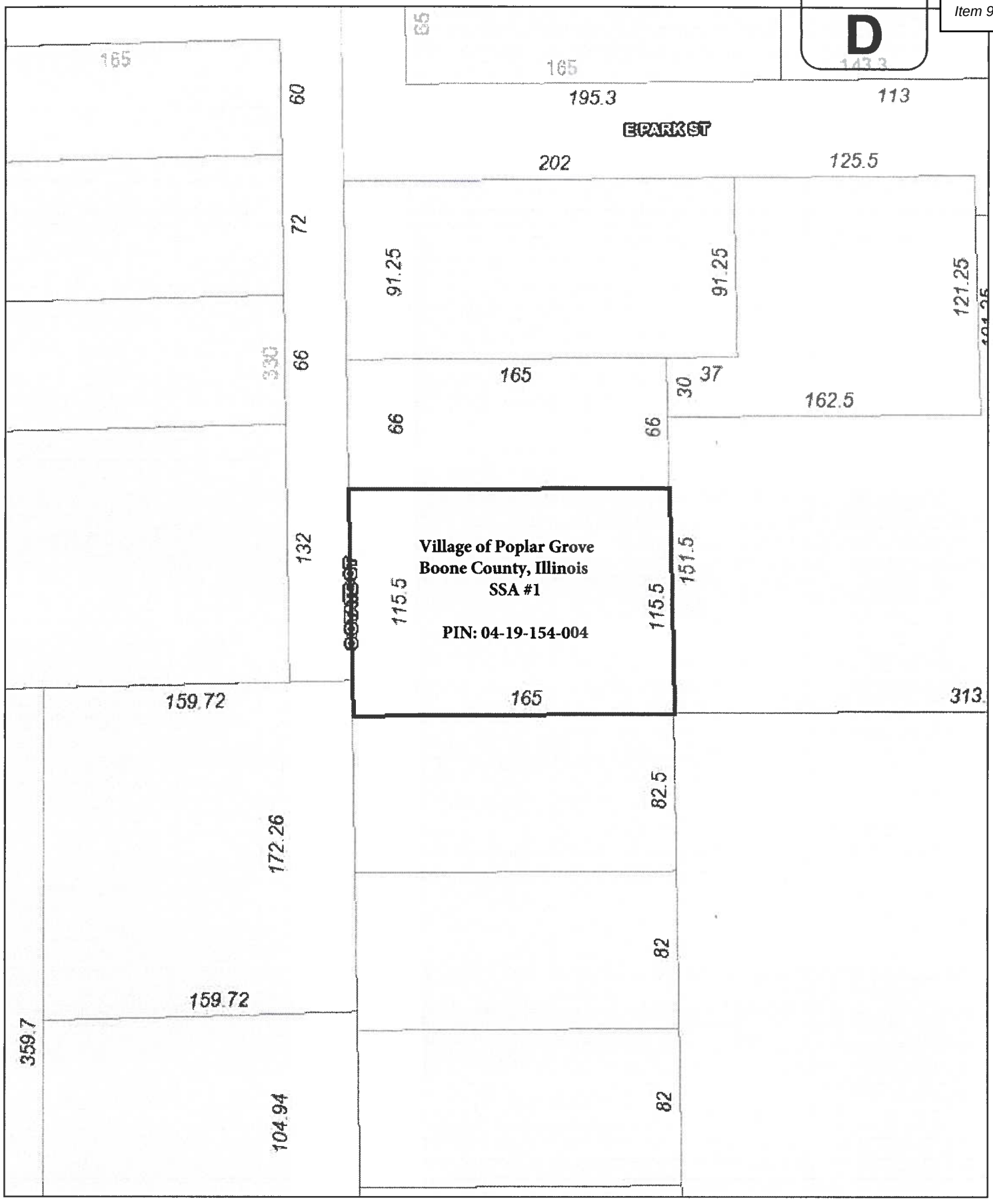
Beginning at the Southwest corner of the Northwest Quarter (1/4) of Section 19, Township 45 North, Range 4 East of the Third Principal Meridian; thence East along the South line of said Quarter (1/4) Section, 10 rods to an iron stake; thence North and parallel with the West line of said Quarter (1/4) Section, 7 rods to an iron stake; thence West and parallel with the said South Quarter (1/4) Section line 10 rods to a point in the West line of the Northwest Quarter (1/4) of said Section 19; thence South along said West Quarter (1/4) line, 7 rods to the place of beginning; situated in the County of Boone and State of Illinois.

Commonly known as 206 S. State Street, Poplar Grove, IL
PIN: 04-19-154-004

EXHIBIT D

Map of Special Service Area

EXHIBIT D



Map of Special Service Area

N
W E
S

0 65 130 Feet

SCALE: 1:788

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

WINGIS
Winnebago County Geographic Information System

EXHIBIT E

Special Tax Roll

EXHIBIT
E

VILLAGE OF POPLAR GROVE
SPECIAL SERVICE AREA NUMBER 1
TAX ROLL

PIN	PROPERTY OWNER	PROPERTY TAX PAYER	PROPERTY ADDRESS	TOTAL SSA TAX PER LOT	NUMBER OF INSTALLMENTS (YEARS)	ANNUAL SSA TAX PAYMENT AMOUNT
04-19-154-004	HOFBAUER, ABAGAIL E 206 S STATE ST POPLAR GROVE, IL, 61065	HOFBAUER, ABAGAIL E 206 S STATE ST POPLAR GROVE, IL, 61065	206 S. State Street, Poplar Grove, IL 61065	$5,413.54	3.00	$1,804.51

NOTE: The special services to be provided consist of the reconstruction of sanitary sewer lines and laterals and other related improvements which service the properties within the special service area. The special service area tax was spread across the above referenced lots based on the rational relationship between the amount of the tax levied and the special service benefit rendered and pursuant to this special tax roll. The total cost of the improvements along with the proportional share of administrative fees associated with the SSA totaled $5,413.54. These total costs were then divided bewteen the lots based on the actual costs of the improvements to each lot plus each lots proportional share of administrative fees to arrive at the total SSA tax per lot. The total SSA tax per lot was that divided by 3 to arrive at the annual SSA tax payment amount.

TAX LEVY SCHEDULE: The SSA tax should be levied for 3 years with the first annual SSA tax levy being for tax year 2021 (which is to be collected in 2022) and the last year that the SSA tax is levied being 2023 (which is to be collected in 2024).

RESOLUTION NUMBER: 21-48

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS APPROVING THE ANNUAL AUDIT FOR FISCAL YEAR MAY 1, 2020 – APRIL 30, 2021

WHEREAS, the Village of Poplar Grove, Illinois ("Village") is required to have an annual audit performed; and

WHEREAS, the Village previously engaged the services of Lauterbach & Amen LLP to perform the annual audit for fiscal year May 1, 2020 – April 30, 2021; and

WHEREAS, Lauterbach & Amen LLP has completed said audit and a report of the same is attached hereto as Exhibit A, and incorporated herein; and

WHEREAS, Lauterbach & Amen LLP has presented said audit for approval before the Village Board at the September 15, 2021 Village Board Meeting; and

WHEREAS, the Village now desires to approve said audit report.

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

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

2. The Village hereby approves the annual audit report for fiscal year May 1, 2020 – April 30, 2021 attached hereto as Exhibit A.

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

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2021

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

EXHIBIT A- AUDIT REPORT

ORDINANCE NUMBER: 2021-26

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 _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2021

ATTEST:

_____ _____

CLERK PRESIDENT

ORDINANCE NUMBER: 2021-27

AN ORDINANCE OF THE VILLAGE OF POPLAR GROVE ESTABLISHING THE COMPENSATION FOR THE OFFICE OF THE VILLAGE COLLECTOR

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

WHEREAS, the Village Code Section 1-6K-1 creates the office of Village Collector; and

WHEREAS, the Village Code Section 1-6K-2 provides that the compensation of the Village Collector shall be as fixed by the Village Board from time to time; and

WHEREAS, the Village Board desires to fix the compensation of the Village Collector at Thirty Thousand and 00/100th Dollars ($30,000.00) per year.

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. The Village Board hereby fixes the compensation of the Village Collector at Thirty Thousand and 00/100th Dollars ($30,000.00) per year to be paid in bi-weekly installments in accordance with the Village's customary payroll procedures.

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 _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2021

ATTEST:

_____ _____

CLERK PRESIDENT