



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, October 11, 2023 - 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 June 21, 2023, July 12, 2023, August 16, 2023, September 13, 2023, September 20, 2023 Board of Trustee Meeting and the September 13, 2023 Public Hearing

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

NEW BUSINESS

2. Discuss and possible action regarding a request to reduce the water and sewer connection fees for 120 Boeing Trail
3. Discuss and possible action required regarding acceptance of quotes for video recording for Village Board meetings

4. Discussion and action on **Ordinance 2023-17** An Ordinance if the Village of Poplar Grove, Illinois approving and authorizing the Village to enter into a lease agreement with Kelly A. Kolec D/B/A Majestic Cuts Dog Grooming for a portion the real property located at 100 S. State Street, Poplar Grove

GOOD OF THE VILLAGE

Board of Trustee Meeting October 18,2023 - 7:00 pm

Planning and Zoning Meeting October 25, 2023 - 6:00 pm

Trick or Treating Hours October 31, 2023 4pm-7pm

Board of Trustee Meeting November 8, 2023 - 7:00 pm

Board of Trustee Meeting November 15, 2023 - 7:00pm

ADJOURNMENT (Voice Vote)

KJA 10/09/2023



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, June 21, 2023 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

MINUTES

CALL TO ORDER

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

ROLL CALL

PRESENT

President Don Sattler
 Finance Chairman Eric Miller
 Admin Chairman Owen Costanza
 Trustee Dan Cheek
 Trustee Betsy Straw
 Trustee Kristi Richardson
 Clerk Karri Anderberg
 Attorney Joe Kurlinkus
 Engineer Chris Dopkins
 Treasurer Carina Boyd

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

APPROVAL OF AGENDA (Voice Vote)

Motion made by Finance Chairman Miller, Seconded by Admin Chairman Costanza. Motion passed by voice vote

Motion made by Finance Chairman Miller, Seconded by Admin Chairman Costanza to move items 11 and 12 before 6.

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.

Ron Maxey- upset over the current village expenditures

DEPARTMENT REPORTS

1. Clerk Report, Karri Anderberg
Verbal report by Clerk Anderberg stated to please email her if trustee want to go to IML it just opened today and Clerk Anderberg will register everyone
2. Engineer Report, McMahon
3. Public Works Report, David Howe
4. Treasurer Report, Carina Boyd
5. Wastewater, TEST

NEW BUSINESS

6. Motion to discuss/approve check disbursement for payments scheduled to be paid prior to June 30, 2023, in the amount of \$298,002.71 in AP checks, \$14,461.77 in insurance expense checks, and \$3,797.94 EFTS for a total of \$316,262.42.
Motion made by Finance Chairman Miller, Seconded by Admin Chairman Costanza.
Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Goings, Trustee Cheek, Trustee Straw, Trustee Richardson
7. Motion to discuss/approve **Ordinance 2023-10** An Ordinance granting a special use for indoor entertainment sales/service within the GB, General Business District (13521 IL Route 76).
Motion made by Finance Chairman Miller, Seconded by Trustee Cheek.
Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Goings, Trustee Cheek, Trustee Straw, Trustee Richardson
Trustees asked questions
8. Motion to discuss/approve Felker Pharmacy, Inc. d/b/a Snyder's Pharmacy Class C liquor license
Motion made by Finance Chairman Miller, Seconded by Admin Chairman Costanza.
Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Goings, Trustee Cheek, Trustee Straw, Trustee Richardson
9. Motion to discuss **Ordinance 2023-11** An Ordinance granting a special use for indoor entertainment sales/service within the GB, General Business District (13535 IL Route 76).
Motion made by Finance Chairman Miller, Seconded by Trustee Goings.
Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Goings, Trustee Cheek, Trustee Richardson
Voting Abstaining: Trustee Straw
10. Motion to discuss/approve DPGL Enterprises, Inc. d/b/a Boone's Bar & Slots Class C Liquor application

Motion made by Finance Chairman Miller, Seconded by Admin Chairman Costanza.
 Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Goings,
 Trustee Cheek, Trustee Richardson
 Voting Abstaining: Trustee Straw

11. Motion to discuss/approve **Ordinance 2023-09** An Ordinance of the Village of Poplar Grove, Illinois amending Ordinance 2014-22A, designating an Enterprise Zone for the Village of Poplar Grove, the City of Belvidere, Boone County and the Village of Capron
 Motion made by Finance Chairman Miller, Seconded by Admin Chairman Costanza.
 Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Goings,
 Trustee Cheek, Trustee Richardson
 Voting Abstaining: Trustee Straw
 Pam Lopez-Fetes and Heather Wick from Growth Dimensions answered questions and explained the Enterprise Zone.
12. Motion to discuss/approve upgrade to ADT Security System
 Motion made by Admin Chairman Costanza, Seconded by Trustee Cheek.
 Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Goings,
 Trustee Cheek, Trustee Straw, Trustee Richardson
 Ted Fischer from ADT came and answered questions on the new camera system.
 Motion made by Trustee Goings, Seconded by Trustee Straw to postpone August 16, 2023 meeting.
 Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Goings,
 Trustee Cheek, Trustee Straw, Trustee Richardson

GOOD OF THE VILLAGE

13. Village Hall Closed July 4, 2023 Fourth of July
 Board of Trustees Meeting July 12, 2023 - 7:00 pm

 Board of Trustees Meeting July 19, 2023 - 7:00 pm

ADJOURNMENT (Voice Vote)

SWeMotion made by Trustee Goings, Seconded by Trustee Richardson.
 Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Goings, Trustee Cheek, Trustee Straw, Trustee Richardson
 Meeting adjourned at 8:10pm



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, July 12, 2023 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

MINUTES

CALL TO ORDER

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

ROLL CALL

PRESENT

President Don Sattler
Finance Chairman Eric Miller
Admin Chairman Owen Costanza
Trustee Jeff Goings
Trustee Dan Cheek
Trustee Betsy Straw via phone
Trustee Kristi Richardson
Attorney Roxanne Sosnowski
Clerk Karri Anderberg

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

Motion made by Finance Chairman Miller, Seconded by Admin Chairman Costanza to approve Trustee Betsy Straw.

Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Goings, Trustee Cheek, Trustee Straw, Trustee Richardson

APPROVAL OF AGENDA (Voice Vote)

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

Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Goings, Trustee Cheek, Trustee Straw, Trustee Richardson

APPROVAL OF MINUTES (Voice Vote)

1. Motion to approve Special Board of Trustees meeting minutes from May 1, 2023 and Board of Trustee meeting minutes June 14, 2023
 Motion made by Finance Chairman Miller, Seconded by Admin Chairman Costanza.
 Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Goings, Trustee Cheek, Trustee Straw, Trustee Richardson
 Motion made by Trustee Richardson, Seconded by Admin Chairman Costanza to fix 2 grammar mistakes.
 Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Goings, Trustee Cheek, Trustee Straw, Trustee Richardson

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.*

Ron Maxey - Wants to ban burning in the Village from April to October. Mr. Maxey feels it spells and states that residents are burning trash. Mr. Maxey had questions about construction.

NEW BUSINESS

2. Discussion and report from Chairman Costanza about current building permit fees and building permit process
 Motion made by Finance Chairman Miller, Seconded by Trustee Richardson.
 Trustee Costanza stated he and Trustee Richardson looked at area permit fees and fines.
 Trustee Costanza stated Poplar Grove is very similar to others.
 Trustees discussed discounts on permit fees for seniors, veterans and active military.
 Trustee Costanza also discussed a discounts for the month of April.
3. Discussion and any possible action on Chicken Pilot Program, possible Ordinance, and possible non-binding Referendum
 Board discussed allowing chickens in Poplar Grove
 Trustee Costanza asked if the Village would be interested to put a question on the next ballot asking residents if they would like chickens in Poplar Grove
 Trustee Miller felt because we have many HOA subdivisions that don't allow chickens in their CCRs that a question on the ballot would not be proactive
 Becky Coulson - asked if we want a question on the ballot that the village put "HOA does not apply"
 Tim Yurs - Voting ballots for community is irrelevant based on HOA and when we don't have to vote for a dog
4. Discussion and any possible action on participation in Growth Dimensions
 Motion made by Trustee Richardson, Seconded by Trustee Cheek.
 Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Goings, Trustee Cheek, Trustee Straw, Trustee Richardson

5. Discussion and Motion to approve the following appointments to Community Relations Committee

Amelia Watkins, Denise Rottmann, Judy Fiene, Angela Williams

Motion made by Admin Chairman Costanza, Seconded by Trustee Cheek.

Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Goings, Trustee Cheek, Trustee Straw, Trustee Richardson

ADJOURNMENT (Voice Vote)

KJ 07/10/2023

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

Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Goings, Trustee Cheek, Trustee Straw, Trustee Richardson

adjourned at 8:02pm



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, August 16, 2023 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

MINUTES

CALL TO ORDER

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

ROLL CALL

PRESENT

President Don Sattler

Finance Chairman Eric Miller via phone

Admin Chairman Owen Costanza

Trustee Jeff Goings

Trustee Dan Cheek

Trustee Kristi Richardson

Attorney Roxanne Sosnowski

Clerk Karri Anderberg

ABSENT

Trustee Betsy Straw

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

Motion made by Trustee Goings, Seconded by Trustee Cheek to allow Trustee Miller to participate via phone.

Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Goings, Trustee Cheek, Trustee Richardson

APPROVAL OF AGENDA (Voice Vote)

Motion made by Trustee Cheek, Seconded by Trustee Goings.

Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Goings, Trustee Cheek, Trustee Richardson

Motion made by Admin Chairman Costanza, Seconded by Trustee Cheek to add agenda item 13.A Discussion on Roberts rule work shop.

Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Goings, Trustee Cheek, Trustee Richardson

APPROVAL OF MINUTES (Voice Vote)

1. Motion to approve Board of Trustee meeting minutes from July 19, 2023.

Motion made by Admin Chairman Costanza, Seconded by Trustee Richardson.

Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Goings, Trustee Cheek, Trustee Richardson

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

no public comment

DEPARTMENT REPORTS

2. Clerk Report, Karri Anderberg
Trustee Constanza ask for the clerk dept to look into the buying a camera for the board room to tape meetings
3. Engineer Report, McMahon
No questions
4. Public Works Report, David Howe
Public Works Director Howe stated that he is spraying for weeds next week.
5. Treasurer Report, Carina Boyd
no questions
6. Wastewater Report, TEST
No questions

NEW BUSINESS

7. Motion to continue discussion and possible action on Lion's Club/Lion's Park Agreement
Motion made by Admin Chairman Costanza, Seconded by Trustee Cheek.
Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Goings, Trustee Cheek, Trustee Richardson
Trustee agreed that their should be an agreement

NEW BUSINESS

8. Motion to discuss/approve check disbursement for payments scheduled to be paid prior to August 31, 2023, in the amount of \$659,356.28 in AP checks, \$14,504.38 in insurance expense checks, and \$4,253.14 EFTS for a total of \$678,113.80.

Motion made by Finance Chairman Miller, Seconded by Admin Chairman Costanza.
Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Goings,
Trustee Cheek, Trustee Richardson

9. Motion to discuss/approve **Ordinance 2023-15** An Ordinance proposing the establishment of Village of Poplar Grove Special Service Area number 2 in the Village of Poplar Grove, Illinois and providing for other procedures in connection therewith
Motion made by Admin Chairman Costanza, Seconded by Trustee Cheek.
Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Goings,
Trustee Cheek, Trustee Richardson
10. Motion to discuss a Memorandum of Understanding between Poplar Grove Township and the Village of Poplar Grove for Orth Road Improvements.
Motion made by Finance Chairman Miller, Seconded by Admin Chairman Costanza.
Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Goings,
Trustee Cheek, Trustee Richardson
11. Motion to discuss/approve **Resolution 2023-24** A Resolution of the Village of Poplar Grove resolving to award construction contract for the Orth Road Improvements for section number 23-00000-00-GM
Motion made by Admin Chairman Costanza, Seconded by Trustee Cheek.
Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Goings,
Trustee Cheek, Trustee Richardson
12. Motion to discuss/approve **Resolution 2023-23** A Resolution of the Village of Poplar Grove, Illinois approving purchase of a Ram reg cab 4x4 pickup from Riverfront CDJR
Motion made by Admin Chairman Costanza, Seconded by Trustee Goings.
Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Goings,
Trustee Cheek, Trustee Richardson
Public Works Director Howe explained the need for the new truck. Trustees asked questions.
13. Motion to discuss/approve **Resolution 2023-22** A Resolution of the Village of Poplar Grove appointing an individual to fill a vacancy in the Planning and Zoning Commission - Austin Davies
Motion made by Trustee Cheek, Seconded by Admin Chairman Costanza.
Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Goings,
Trustee Cheek, Trustee Richardson
Trustee Miller asked why there was no posting of the vacancy. Trustee Goings feels like a notice should be posted on the website and social media. Trustee Miller asked why no email was sent to the Trustees.
President Don Sattler stated that Austin Davies resume was sent to the Clerk and the Attorney and it's not his fault if they did not send it to the Trustees.
Motion made by Admin Chairman Costanza, Seconded by Trustee Goings to postpone item until October 18 and have Clerk's office post vacancy on the Village website and

Facebook.

Voting Yea: Admin Chairman Costanza, Trustee Goings, Trustee Cheek, Trustee Richardson

Voting Nay: Finance Chairman Miller

13.A Discussion on Roberts Rule Workshop

Motion made by Admin Chairman Costanza, Seconded by Trustee Richardson
Trustees and President Sattler discusses the need for a workshop. Discussion only

GOOD OF THE VILLAGE

- 14. Village Hall Closed, Labor Day September 4, 2023
- Poplar Grove Community Market September 17, 2023 - 10am to 4pm
- Board of Trustees Meeting September 13, 2023 - 7:00 pm
- Board of Trustees Meeting September 20, 2023 - 7:00 pm

ADJOURNMENT (Voice Vote)

KJ 08/14/2023

Motion made by Admin Chairman Costanza, Seconded by Trustee Richardson.

Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Goings, Trustee Cheek, Trustee Richardson



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

Minutes – PUBLIC HEARING

Wednesday, September 13, 2023 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

MINUTES

ROLL CALL

PRESENT

President Don Sattler
 Finance Chairman Eric Miller
 Admin Chairman Owen Costanza
 Trustee Dan Cheek
 Trustee Kristi Richardson
 Clerk Karri Anderberg
 Attorney Dave Kurlinkus
 Treasurer Carina Boyd
 Engineer Chris Dopkins

ABSENT

Trustee Jeff Goings
 Trustee Betsy Straw

APPROVAL OF AGENDA

Motion made by Finance Chairman Miller, Seconded by Admin Chairman Costanza to open public hearing. Motion passed by voice vote

Public hearing opened at 7:02pm

Treasurer Carina Boyd explained the need for the public hearing

CONVENE PUBLIC HEARING

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

Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Goings, Trustee Cheek, Trustee Straw, Trustee Richardson

Public hearing opened at 7:02pm

Finance Chairman Miller explained the need for the public hearing.

PUBLIC COMMENT

No public comment

CLOSE PUBLIC HEARING

Motion made by Admin Chairman Costanza, Seconded by Finance Chairman Miller to close public hearing. Motion passed by vote.

Cheek, Trustee Straw, Trustee Richardson Public Hearing closed at 7:07pm

ADJOURNMENT

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

Motion passed by voice vote.

Public hearing adjourned at 7:07 pm



VILLAGE OF POPLAR GROVE

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VILLAGE BOARD OF TRUSTEES

Wednesday, September 13, 2023 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

MINUTES

CALL TO ORDER

Meeting called to order at 7:07pm by President Sattler

ROLL CALL

PRESENT

President Don Sattler
Finance Chairman Eric Miller
Admin Chairman Owen Costanza
Trustee Dan Cheek
Trustee Kristi Richardson
Clerk Karri Anderberg
Attorney Dave Kurlinkus
Treasurer Carina Boyd
Engineer Chris Dopkins

ABSENT

Trustee Jeff Goings
Trustee Betsy Straw

APPROVAL OF PHONE PARTICIPATION (Roll Call)

No phone participation

APPROVAL OF AGENDA (Voice Vote)

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

APPROVAL OF MINUTES (Voice Vote)

1. Motion to approve minutes from August 9, 2023 meeting.

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

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

Larry Snyder - Wants to know who is taking care of the Ravenscrest sign and entry way. Also would like for his neighbors fence to be looked at and fixed.

DEPARTMENT REPORTS

2. Administration Committee Report
Admin Chairman Costanza explained that the admin committee put together a "When is a permit not required" information handout that can go on the website and be handed out to residents.
3. Finance Report
Finance Chair Miller went over the audit. Chairman Miller stated that Launderbach would be at the September 20th meeting. President Sattler asked to see the full report. Clerk Anderberg explained that it can not be emailed out until the packet goes out for the September 20 meeting but if anyone wants to look at it before hand they can see Treasurer Boyd.
4. Attorney Report
Attorney Kurlinkus went over the airport timeline and where the Village stands with the zoning issues.

NEW BUSINESS

5. Motion to approve a Event Liquor License for Mortimer Enterprises LLC d/b/a Mortimer's Roadhouse & Grill from August 27th, 2023.
Motion made by Finance Chairman Miller, Seconded by Trustee Cheek.
Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Cheek, Trustee Richardson
Clerk Anderberg explained special event license and that ordinance allows the President and Clerk to sign off on the license with out going to a board of trustee meeting before hand and then putting the license on a future agenda.
6. Motion to discuss/approve RFP for Comprehensive Land Use Plan
Motion made by Admin Chairman Costanza, Seconded by Finance Chairman Miller.
Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Cheek, Trustee Richardson

ADJOURNMENT (Voice Vote)

KJ 09/11/2023

Motion made by Finance Chairman Miller, Seconded by Admin Chairman Costanza. Motion passed by voice vote.

meeting adjourned at 7:28pm



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, September 20, 2023 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

MINUTES

CALL TO ORDER

Meeting called at 7:00 pm by President Sattler

ROLL CALL

PRESENT

President Don Sattler
 Finance Chairman Eric Miller
 Admin Chairman Owen Costanza
 Trustee Dan Cheek
 Trustee Kristi Richardson
 Trustee Jeff Goings
 Trustee Betsy Straw
 Clerk Karri Anderberg
 Attorney Roxanne Sosnoski
 Treasurer Carina Boyd
 Public Works Director David Howe

APPROVAL OF PHONE PARTICIPATION (Roll Call)

None

APPROVAL OF AGENDA (Voice Vote)

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

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

Martha Suhr - Commented on how nice the community market turned out. Would like to see more handicap parking.

MoriJo Konkrite with Remax - seeking a reduction in the connection fees for the single family lot at 120 Boeing Trail.

DEPARTMENT REPORTS

1. Public Works Report, David Howe
Jeff Goings asked about Comcast laying there lines and Public Works Howe gave an update on Orth Rd & State Street project.
2. Engineer Report, McMahon
no questions
3. Treasurer Report, Carina Boyd
no questions
4. Wastewater, TEST
no questions
5. Attorney Report, Sosnowski Szeto
Attorney Sosnowski gave an update on 201 S. State Street and the Airport Zoning

NEW BUSINESS

6. Motion to discuss/approve **Resolution 2023-26** A Resolution of the Village of Poplar Grove, Illinois approving the annual audit for fiscal year May 1, 2022 - April 30, 2023
Motion made by Finance Chairman Miller, Seconded by Admin Chairman Costanza.
Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Goings, Trustee Cheek, Trustee Straw, Trustee Richardson
Jennifer Martinson from Lauterbach and Amen presented the Audit. Ms. Martinson stated that the Village of Poplar Grove had a clean audit and there was no issues.
7. Motion to discuss/approve check disbursement for payments scheduled to be paid prior to September 30, 2023, in the amount of \$174,644.71 in AP checks, \$16,567.91 in insurance expense checks, and \$4,253.14 EFTS for a total of \$195,465.76
Motion made by Finance Chairman Miller, Seconded by Trustee Richardson.
Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Goings, Trustee Cheek, Trustee Straw, Trustee Richardson
8. Motion to discuss/approve **Ordinance 2023-16** An Ordinance of the Village of Poplar Grove, Illinois authorizing the disposal of certain personal property owned by the Village of Poplar Grove.
Motion made by Admin Chairman Costanza, Seconded by Trustee Richardson.
Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Goings, Trustee Cheek, Trustee Straw, Trustee Richardson
Public Works Director Howe explained that the mini excavator that was previously approved to be put on IBID did not get the minimum bid that the Village was hoping for.
9. Motion to discuss/approve **Resolution 2023-25** A Resolution of the Village of Poplar Grove resolving to accept the estimate from Foss Landscapes, Inc. for landscaping materials and services at Mansfield Park

10. Motion to discuss/approve Nancy Sylvester's training proposal on Robert's Rule of Order.
 Motion made by Admin Chairman Costanza, Seconded by Trustee Richardson.
 Voting Yea: Finance Chairman Miller, Admin Chairman Costanza, Trustee Cheek, Trustee Straw, Trustee Richardson
 Voting Abstaining: Trustee Goings
11. Motion to discuss Planning and Zoning vacancies
 Trustee Miller asked if Dean Svarac had resigned as of the meeting. President Sattler and Clerk Anderberg stated that they had not received an email as of the email.

Trustee Miller would like a official hearing if Dean Sarvac has not resigned to vacant the position so President Sattler can appoint someone since Dean Sarvac did not turn in Economic Statement of Interest.

GOOD OF THE VILLAGE

Board of Trustees Meeting October 11, 2023 - 7:00 pm

Board of Trustees Meeting October 18, 2023 - 7:00 pm

Trick or Treating Hours October 31, 2023 - 4:00 pm to 7:00 pm

ADJOURNMENT (Voice Vote)

KJ 09/18/2023

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

Meeting adjourned at 8:16pm

ORDINANCE NUMBER: 2018-029

**AN ORDINANCE OF THE VILLAGE OF POPLAR GROVE, ILLINOIS AMENDING
TITLE 6, PUBLIC WAYS AND PROPERTY, CHAPTER 2, COMBINED
WATERWORKS AND SEWERAGE SYSTEM, SECTION 6-2-2-3, CONNECTION FEES
OF THE VILLAGE OF POPLAR GROVE CODE OF ORDINANCES**

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

WHEREAS, Title 6 of the Code governs Public Ways and Property; and

WHEREAS, Chapter 2 of Title 6 governs Combined Waterworks and Sewerage System; and

WHEREAS, Section 6-2-2-3 of said Chapter 2 governs Connection Fees to the combined waterworks and sewerage system; and

WHEREAS, there is currently ambiguity as to what the connection fee is for water and sewer connections; and

WHEREAS, the Village has determined it is in the best interest of the Village and its citizens to amend Section 6-2-2-3 to clarify what the connection fees for water and sewer connections are within the Village; and

WHEREAS, the Village has determined it is in the best interest of the Village and its citizens to enact an ordinance providing for the foregoing.

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. Section 6-2-2-3 of the Code regarding Connection Fees is hereby amended to read as follows:

"6-2-2-3: CONNECTION FEES:

- A. Water: The fee to connect to the Village's water system shall be \$5,000.00 per Equivalent Residential Unit (ERU).

1. The ERU for residential uses shall be defined as follows:

- a. Efficiency of Studio Apartment 0.30 ERU
- b. 1 Bedroom Apartment 0.45 ERU
- c. 2 Bedroom Apartment 0.85 ERU
- d. 3 Bedroom Apartment 0.90 ERU
- e. Single Family Dwelling 1.00 ERU
- f. Single Family Dwelling w/ Lawn Sprinkling System 1.50 ERU

- g. Mobile Home 0.65 ERU
- h. Duplex 2.0 ERU (1.0 ERU per dwelling unit)

2. Water- Other Land Use: Land uses other than residential shall supply the Village with the expected daily water demand based on generally accepted engineering practices, which shall be converted to an ERU value by using the conversion factor of 350 gallons/day/ERU. The connection fee shall be then calculated by multiplying the number of ERU's by \$5,000.00/ERU. The Village shall monitor water consumption for said use for the first 12 months of operation and calculate the actual ERU based off of 12 months of consumption data. If it is found that the actual ERU is greater than 10% of the calculated ERU, the owner shall pay the difference as an additional connection fee. If it is found that the actual ERU is greater than 10% less than the calculated ERU, then the Village shall issue a refund for the amount between the calculated connection fee and the connection fee based off of actual consumption.

- B. Sanitary Sewer: The fee to connect to the sanitary sewer system shall be \$5,000.00 per Equivalent Residential Unit (ERU).

1. The ERU for residential uses shall be defined as follows:

- a. Efficiency of Studio Apartment 0.30 ERU
- b. 1 Bedroom Apartment 0.45 ERU
- c. 2 Bedroom Apartment 0.85 ERU
- d. 3 Bedroom Apartment 0.90 ERU
- e. Single Family Dwelling 1.00 ERU
- f. Mobile Home 0.65 ERU
- g. Duplex 2.0 ERU (1.0 ERU per dwelling unit)

2. Sanitary Sewer- Other Land Use: Land uses other than residential shall supply the Village with the expected daily water demand based on generally accepted engineering practices, which shall be converted to an ERU value by using the conversion factor of 350 gallons/day/ERU, 0.60 lbs.BOD/day/ERU, 0.70 lbs. TSS/day/ERU and 0.09 lbs. NH₃/day/ERU. The connection fee shall be then calculated by first determining the highest number of ERU's from either hydraulic load or organic load, and multiplying the number of ERU's by \$5,000.00/ERU. The Village shall monitor water consumption for said use for the first 12 months of operation and calculate the actual ERU based off of 12 months of consumption data. If it is found that the actual ERU is greater than 10% of the calculated ERU, the owner shall pay the difference as an additional connection fee. If it is found that the actual ERU is greater than 10% less than the calculated ERU, then the Village shall issue a refund for the amount between the calculated connection fee and the connection fee based off of actual consumption.

- C. Building Additions: To the extent any addition or expansion is made to any existing building or structure that will increase water or sewer usage but does not require the addition of a new service connection or upsize to the existing service connection, the Village shall recalculate the ERU pursuant to paragraphs A. 2. and B. 2. above to account for the addition or expansion and a supplemental connection fee shall be paid by the property owner/user for such increase water or sewer usage. The amount to be

paid for such supplemental connection fee shall be calculated by taking the difference between what the connection fee would be for the building based on the recalculated ERU minus the connection fee that was previously paid based off of the original ERU.

- D. Annexation Required: Any property desiring to be connected to the Village water or sewer systems must be annexed into the Village or enter into a pre-annexation agreement with the Village if such property is not contiguous to the Village limits at the time of application for connection.

 - E. Reduced Fee For Specific Addresses: The connection fees for single-family residences connecting to the sewer system or water system shall be fifty percent (50%) of the amount specified in subsection A or B of this section for the following property addresses provided the property owners hook up within twelve (12) months after the water or sewer facilities become available to the property:
 - 5445 Highway 173
 - 402 North State Street
 - 480 South State Street
 - 500 South State Street”
3. Except as amended in this Ordinance, all other provisions and terms of the 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 Stetter

SECONDED BY Bawden

BY ROLL CALL VOTE THIS 10 DAY OF Sept, 2012

AS FOLLOWS:

VOTING "AYE": Bawden, Zieg, Joergs
Reisby, Stetter Zangs

VOTING "NAY": 0

ABSENT, ABSTAIN, OTHER 0

APPROVED Sept 10, 2012

ATTEST:

CLERK

Martha Luhn

[Signature]
VILLAGE PRESIDENT

From: Roxanne Sosnowski
Sent: Monday, October 9, 2023 9:24 AM
To: Katie Jaster; Karri Anderberg
Subject: Fwd: 120 Boeing Trail - Lot

Here is the email from York and the response.

Please include this in the board packet.

Get [Outlook for Android](#)

From: Roxanne Sosnowski <roxanne@sosnowskiszeto.com>
Sent: Friday, September 22, 2023 2:09:00 PM
To: Kyle York <kyley@dickersonnieman.com>; dsattler@villageofpoplargrove.com
 <dsattler@villageofpoplargrove.com>; jgoings@villageofpoplargrove.com
 <jgoings@villageofpoplargrove.com>; dcheek@villageofpoplargrove.com
 <dcheek@villageofpoplargrove.com>; estraw@villageofpoplargrove.com
 <estraw@villageofpoplargrove.com>; krichardson@villageofpoplargrove.com
 <krichardson@villageofpoplargrove.com>; ocostanza@villageofpoplargrove.com
 <ocostanza@villageofpoplargrove.com>; emiller@villageofpoplargrove.com
 <emiller@villageofpoplargrove.com>
Cc: Neeley Erickson <nerickson@illinoisrealtors.org>; Aaron Szeto <aaron@sosnowskiszeto.com>
Subject: RE: 120 Boeing Trail - Lot

Mr. York –

Thank you for your communication. As you stated, the buyer's agent, Mori Jo Conkrite, for 120 Boeing Trail, Poplar Grove, did come to the Village Board meeting this past Wednesday to discuss the connection fees for water and sewer for that lot. Due to the fact that the item was not on the agenda (items must be placed on an agenda 48 hours prior to the actual meeting per the Illinois Open Meetings Act) the Board was prohibited from taking any action on the request. The Board did, however, hear the request as it was stated in public comment by Ms. Conkrite, which was a request for a reduction in the fees.

This property was the subject of a development agreement which has since expired, in 2019. The Development Agreement, while in effect, specified the amounts for the water and sewer connection fees. When Development Agreements expire, or if there is no development agreement in place, water and sewer connection fees are set by local ordinance. In this case, the Village of Poplar Grove adopted Ordinance 2012 -29 establishing a \$5,000 connection fee for water and a \$5,000 connection fee for sewer back in September 2012. These rates have been in place now for 11 years and have not increased. Prior to the passage of Ordinance 2012-29, the connection fees for water and sewer dating back to 2003 were \$1,500 and \$2,500 respectively. Again, Ordinance 2012-29 adopted the increased connection fees which Village staff accurately quoted to the buyer's agent on Wednesday.

At this point, any request for a reduction would require an amendment to the ordinance. This item will be placed on the next Board meeting agenda, October 11th at 7:00 p.m. for the Board to discuss the request. I do not have an e-mail address for Ms. Conkrite, if you could possibly forward this communication to her, I would appreciate it.

Thanks -

Roxanne Sosnowski
Partner
 Sosnowski Szeto, LLP
 6735 Vistagreen Way, Suite 300
 Rockford, IL 61107
 Phone: 815-900-7272
 Fax: 815-900-7444
roxanne@sosnowskiszeto.com
www.sosnowskiszeto.com



SOSNOWSKI | SZETO

CONFIDENTIALITY NOTICE: The content of this e-mail is confidential and proprietary and may be attorney-client privileged. If you are not the intended recipient, please destroy it and notify megan@sosnowskiszeto.com.

From: Kyle York <[kyle@dickersonnieman.com](mailto:kyle@ dickersonnieman.com)>
Sent: Friday, September 22, 2023 12:13 PM
To: dsattler@villageofpoplargrove.com; jgoings@villageofpoplargrove.com; dcheek@villageofpoplargrove.com; estraw@villageofpoplargrove.com; krichardson@villageofpoplargrove.com; ocostanza@villageofpoplargrove.com; emiller@villageofpoplargrove.com
Cc: Neeley Erickson <nerickson@illinoisrealtors.org>; Aaron Szeto <aaron@sosnowskiszeto.com>; Roxanne Sosnowski <roxanne@sosnowskiszeto.com>
Subject: 120 Boeing Trail - Lot

Trustees and Attorneys for The Village of Poplar Grove,

My name is Kyle York and I am a local real estate agent with Dickerson & Nieman Realtors, as well as a local commercial banker with Illinois Bank & Trust. I am a resident of the Village for the last 6 years and currently have a lot under contract at 120 Boeing Trail, Poplar Grove. The buyers agent came to your most recent Board meeting, as instructed from Village Hall, to address and request a reduction of the \$5,000 tap fee for water and \$5,000 tap fee for sewer on that respective lot. It was communicated to her earlier that day from an employee at Village Hall that those were the fees and that it was \$1,500 each prior, but expired in 2019.

Now, yes we can probably agree the fees are the cost of building, but we are not looking to waive the fees, just to get them reduced to a more reasonable price point. My seller, the

current owners of 120 Boeing Trail, were able to recover a quote from their would be builder, and there was only a \$2,300 TOTAL cost for water AND sewer. This price was provided in February of 2020. If this much lower price point was offered in February 2020, after the \$1,500 price for each had expired in 2019, then I am sure we can negotiate a price point closer to that of the \$2,300-\$3,000 total price point to tap the water/sewer.

The likelihood that this deal falls apart if we cannot get these fees reduced is great. The Village/County will then continue to only collect a far less property tax bill from 120 Boeing Trail, than it would if a home is built on this lot. For example, the property at 103 Boeing Trail had a tax bill of only \$852.79 for 2021 and now that there is a home built, that tax bill has increased by \$5,367 to \$6,219.78 for 2022.

If we want the Village of Poplar Grove to continue to have a passion to strive for excellence and take advantage of our community's strengths and call Poplar Grove a great place to call home, let's work together to make it inviting and attractive for individuals to build.

Thank you for your time and consideration and I hope we can work together for these future homeowners of 120 Boeing Trail and future tax paying residents of The Village of Poplar Grove.

Kyle York

Kyle J York | Real Estate Broker

Mobile [\(815\) 721-4178](tel:8157214178)

kyley@dickersonnieman.com

Dickerson & Nieman Realtors

6277 E. Riverside Blvd. | Rockford, IL 61114

<http://www.dickersonnieman.com>

ORDINANCE NO. 2023-17**AN ORDINANCE OF THE VILLAGE OF POPLAR GROVE, ILLINOIS APPROVING AND AUTHORIZING THE VILLAGE TO ENTER INTO A LEASE AGREEMENT WITH KELLY A. KOLEC D/B/A MAJESTIC CUTS DOG GROOMING FOR A PORTION OF THE REAL PROPERTY LOCATED AT 100 S. STATE STREET, POPLAR GROVE**

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

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

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

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

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

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

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

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

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

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

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

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

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2023

AS FOLLOWS:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2023

ATTEST:

CLERK

PRESIDENT

EXHIBIT A-

REAL ESTATE LEASE AGREEMENT

REAL ESTATE LEASE AGREEMENT

THIS REAL ESTATE LEASE AGREEMENT ("Lease") is made this ____ day of October, 2023, by and between THE VILLAGE OF POPLAR GROVE, an Illinois municipal corporation ("Lessor"), and KELLY A. KOLEC d/b/a MAJESTIC CUTS DOG GROOMING ("Lessee").

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

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

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

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

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

- Recitals. The above recitals are incorporated herein and made a part hereof.
- Prior Lease. Upon commencement of this Lease, the prior lease between the Lessor and Lessee, a copy of which is attached hereto as Exhibit B and incorporated herein, shall automatically terminate on December 31, 2023 ("Prior Lease").
- Leased Premises. Lessor hereby leases to Lessee, and Lessee hereby leases and rents from Lessor, the Premises (and building located thereon) which is described in Exhibit A, attached hereto and incorporated herein. Lessee shall not be entitled to have access to or occupy those portions of the Property utilized for the municipal well, well house and appurtenances thereto.
- Term.

- 4.1 The term of this Lease shall commence on January 1, 2024, and shall continue for one (1) year thereafter expiring on December 31, 2024

("Term"). Lessee shall be permitted to continue occupancy of the Premises on January 1, 2024.

- 4.2 At least 60 days prior to the expiration of the Term, the Parties will notify one another of its intent to renew the lease or not. To the extent both Parties desire to renew the lease, they will memorialize the terms and conditions of such renewal in writing. In the event this lease is not renewed and if Lessee holds over and continues in possession of the Premises after expiration of the Term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month-to-month tenancy, subject to all of the terms and conditions of this Lease as they were in effect immediately prior to the expiration of the Term, except however that the Rent payable by Lessee for its possession during the holdover tenancy provided for under this Section 4.2 shall be double the Rent that was in effect immediately prior to the expiration of the Term.
- 4.3 Upon expiration of the Term of this Lease, or upon any earlier termination of this Lease, Lessee shall surrender the Premises to Lessor in at least substantially as good a condition as the Premises existed upon occupancy, ordinary wear and tear excepted, with all areas cleaned to broom clean condition, and with all personal property of Lessee removed from the Premises.
- Rent. The rent payable hereunder shall be Four Hundred and No/100ths Dollars (\$400.00) per month in addition to a sum of Seventy Five and No/100ths Dollars (\$75.00) per month to be utilized towards the payment of property taxes, for a total of Four Hundred and Seventy Five and No/100ths Dollars (\$475.00) per month during the Term of this Lease. Such monthly payments shall be payable in advance of the 1st day of January, 2024, and continuing on the 1st day of each month thereafter during the Term of this Lease. Payments shall be made payable to the "Village of Poplar Grove" and mailed or delivered to 200 N. Hill Street, Poplar Grove, IL 61065, or any other address that Lessor may designate from time to time in writing to Lessee.
- If rent is not received by the Lessor on or before the fifth day of each month, Lessee shall pay to the Lessor a late fee of \$50.00. The late fee is not a grace period and the Lessor is entitled to make written demand for any rent unpaid on the second day of the rental period.
- Deposit. Upon signing of this Lease, Lessee shall pay to Lessor a security deposit in the amount of Four Hundred and No/100ths Dollars (400.00). Lessor acknowledges that such amount was previously deposited by the Lessee as a term and condition of the Prior Lease and the Parties agree that such amount shall continue to be held by the Lessor as the security deposit under this Lease. Lessor may apply all or any portion of the security deposit in payment of any amounts due Lessor from Lessee, and upon Lessor's demand, Lessee shall in such case during the Term of this Lease promptly deposit with Lessor such additional amounts as may then be required to bring the

Security Deposit up to the full stated amount. Upon termination of the Lease, full performance of all matters and payment of all amounts due by Lessee, so much of the Security Deposit as remains unapplied shall be returned to the Lessee. Where all or a portion of the Security Deposit is applied by Lessor as compensation for property damage, Lessor, when and as required by law, shall provide to Lessee an itemized statement of such damage and of the estimated or actual costs of repairing the same. Lessor may pursue a cause of action to recover damages in excess of the Security Deposit.

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

10.1 Lessee shall not permit any lien or claim for lien of any mechanic, laborer or supplier or any other lien to be filed against the Property, or any part thereof arising out of work performed, or alleged to have been performed by, or at the direction of, or on behalf of Lessee. If any such lien or claim for lien is filed, Lessee, within thirty (30) days thereafter, either shall have such lien or claim for lien released of record or Lessee shall deliver to Lessor either: (i) a bond in form, content, amount, and issued by surety, satisfactory to Lessor, indemnifying Lessor against all costs and liabilities resulting from such lien or claim for lien and the foreclosure or attempted foreclosure thereof, or (ii) endorsements to the title policies of Lessor and Lessor's mortgagee "insuring over" such liens satisfactory to Lessor and Lessor's mortgagee respectively. If Lessee fails to have such lien or claim for lien so released or to deliver such bond or title endorsement to Lessor, Lessor, without after reasonably investigating the validity of such lien, and upon at least thirty (30) days' prior written notice to Lessee, may pay or discharge the same and Lessee shall reimburse Lessor within ten (10) days for the amount so paid by Lessor, including Lessor's expenses and attorneys' fees.

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

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

- Indemnification. Lessee assumes liability for and shall indemnify, protect, save and hold harmless Lessor from and against any and all losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements including attorneys' fees and expenses and court costs incurred by Lessor in defending claims of whatsoever kind and nature imposed upon, incurred by or asserted against the Lessor in any way relating to or arising out of this Lease and from the possession, use, operation and maintenance of the Premises by the Lessee. The indemnities contained in this paragraph shall continue in full force and effect, notwithstanding the termination of this Lease.
- Inspection and Exhibition of Premises. Lessee, upon paying Rent and performing the covenants and agreements of this Lease, shall quietly have, hold and enjoy the Premises and all rights granted to Lessee in this Lease. Lessor or any agent of Lessor may enter the Premises at all reasonable times and upon reasonable notice to inspect the Premises. When conveniently possible, Lessor shall give prior notice before such entry. Lessor may retain at all times keys to Premises. In the event of an apparent or actual emergency, Lessor may enter the Premises at any time without notice. Lessor shall have the right to place signage on the Premises for the purposes of advertising to prospective tenants, purchasers or others. Lessor shall not be liable to Lessee in any manner for any such action nor shall the exercise of such right be deemed an eviction or disturbance of Lessee's use or possession. Lessor shall at all times, and in its sole discretion, have full and complete access to the municipal well and appurtenances thereto.
- Use of Premises. The Premises shall be used by Lessee for commercial dog/cat grooming business purposes, and for such other purposes for which the Lessor may from time to time consent to in writing. Lessee shall use and maintain the Premises in a clean, sanitary, safe, careful and proper manner. Lessee shall comply with all applicable laws, ordinances and regulations as to the use, occupancy, maintenance and condition of the Premises. Lessee will not allow the Premises to be used for any purposes or in any manner that will damage the reputation of, increase the rate of insurance, increase the hazard of fire, or otherwise be injurious to Premises. The Lessee shall keep the Premises free of rodents, insects, pest and any obnoxious or noxious odors. The Premises shall not be used for any extra hazardous use. Lessee shall dispose of all rubbish, trash, garbage and other waste in a clean and sanitary manner from the Premises. Lessee shall properly use and operate all appliances, electrical, gas and plumbing fixtures and shall not destroy, deface, damage, impair nor remove any part of the building, equipment or appurtenances thereto. Lessee shall not permit any of its agents, employees, representatives, guests or invitees to violate any of Lessee's obligations under this Lease.

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

PROMISE TO DECORATE, ALTER, REPAIR OR IMPROVE, EITHER BEFORE OR AT THE EXECUTION HEREOF, NOT CONTAINED HEREIN, HAS BEEN MADE BY LESSOR OR ITS REPRESENTATIVES, OFFICERS OR AGENTS.

- Lessee's Default and Lessor's Remedies.

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

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

15.2 If a default by Lessee occurs under this Lease, Lessor shall have the right to pursue any and all rights and remedies it may have available to it at equity or at law, including, but not limited to, the following remedies, which shall be cumulative (and not exclude any other remedy) and exercisable in the Lessor's

discretion, without the necessity of any further notice other than that which may be required in any given case by the provisions of the Illinois Forcible Entry and Detainer Act, 735 ILCS 5/9-101 *et seq.*, or any successor law thereto, and shall be entitled to recover reasonable court costs and attorneys' fees:

- Lessor may enforce the provisions of this Lease and Lessor's rights by suit or suits in equity or at law for specific performance of any covenant or agreement, or for enforcement of any other legal or equitable remedy, including, without limitation, injunctive relief and recovery of moneys due or becoming due from Lessee hereunder;
- Lessor may terminate Lessee's right to possession of the Premises, in which case this Lease shall terminate and Lessee shall immediately and peaceably surrender possession of the Premises to Lessor. In such event, Lessor shall have the immediate right to re-enter and remove all persons and property remaining on the Premises. Lessor shall also have the right, whether or not Lessee peaceably surrenders possession, to obtain an order of possession and judgment for unpaid rent, additional rent, and reasonable court costs and attorneys' fees pursuant to the provisions of the Illinois Forcible Entry and Detainer Act (or any successor law thereto), in which case Lessor shall also have the right to remove all persons and property remaining on the Premises. Whether the Lessor obtains possession of the Premises peaceably or by judicial process, any property remaining on the Premises at the time Lessor takes possession may, at Lessor's election, either (a) be discarded, destroyed, or disposed of, (b) be sold by Lessor, or (c) be removed from the Premises and stored by Lessor at the cost of, at the risk of, and for the account of Lessee; in each event without Lessor being deemed guilty of trespass, conversion or any other tort, or becoming liable for any loss or damage that may be occasioned thereby;
- In the event that Lessor elects to terminate the Lessee's right to possession pursuant to the provisions of Section 15.(b), Lessor will be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default, including without limitation (a) reasonable court costs and attorneys' fees incurred in enforcing Lessor's rights hereunder, and (b) the difference between (i) the equivalent of the amount of the rent that would otherwise be payable under this Lease by Lessee if this Lease were still in effect, less (ii) the net proceeds of any reletting effected pursuant to the provisions of Section 15.2(d) after deducting all of Lessor's reasonable expenses in connection with such reletting, including without limitation, all repossession costs, brokerage commissions, legal expenses, reasonable attorneys' fees and costs, alteration costs, and expenses of preparation of the Premises, or any portion thereof, for such reletting; and/or
- In the event that Lessor should elect to terminate the Lessee's right to possession pursuant to the provisions of Section 15.2(b), Lessor may relet the

Premises and execute any new lease as lessor in its own name. Lessee shall have no right or authority whatsoever to collect any rent or other charge from such new lessee. The proceeds arising from any such reletting for the period of the reletting that coincides with the term of this Lease agreement shall be a credit toward the amounts due from Lessee as follows:

- First, to the payment of any indebtedness or other obligation other than rent due hereunder from Lessee to Lessor, including without limitation storage charges or brokerage commissions owing from Lessee to Lessor as a result of such reletting;
 - Second, to the payment of the costs and expenses of reletting the Premises, including alterations and repairs that Lessor, in its sole and absolute discretion deems reasonably necessary and advisable and reasonable attorneys' fees incurred by Lessor in connection with the retaking of such Premises and such reletting;
 - Third, to the payment of rent, and other charges due and unpaid under this Lease; and
 - Fourth, to the payment of future rent and other damages payable by Lessee under this lease.
- It is expressly agreed by Lessee that after service of notice or commencement of a suit or after final judgment for possession of the Premises, Lessor may receive and collect any rent due and the payment of said rent shall not waive or affect said notice, said suit or said judgment.
- 16) Waiver. No party shall be deemed to have waived any right, power or privilege under this Lease, unless such waiver shall have been executed in writing and expressly acknowledged by the parties to be charged with such waiver.
- 17) No Assignment or Sublease. Lessee shall not enter into a sublease for the Premises or in any other way assign its rights under this Lease without the express written consent of Lessor which consent may be withheld for any reason in the sole discretion of Lessor.
- 18) Surrender of Leased Premises. At the expiration or earlier termination of the Lease, Lessee shall immediately and peaceably surrender the Premises, together with alterations, installations and improvements to the Premises, to Lessor. Lessee shall surrender the Premises to the Lessor in as good condition as when the Lease commenced, ordinary wear and tear excepted, and shall then return all keys/means of access to Lessor and provide Lessor with Lessee's forwarding address.
- 19) Notices to Parties. Any notices, demands or other communications required or permitted hereunder shall be in writing and delivered to the other party or the other

party's authorized agent, either in person or by United States Certified Mail, Return Receipt Requested, postage fully prepaid, to the address set forth hereinafter, or to such other addresses as either party may designate in writing and deliver as herein provided:

LESSOR:
Village of Poplar Grove
200 N. Hill Street.
Poplar Grove, IL 61065

LESSEE:
Kelly A. Kolec
d/b/a Majestic Cuts Dog Grooming
305 Candlewick Blvd. SE
Poplar Grove, IL 61065

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

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

LESSOR:

VILLAGE OF POPLAR GROVE

By: _____
Don Sattler, Village President

ATTEST:

By: _____
Karri Anderberg, Village Clerk

LESSEE:

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

By: _____
Kelly Kolec

Exhibit A

Description of Premises

EXHIBIT B

Prior Lease