VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

ADMINISTRATION & ZONING COMMITTEE

Monday, April 08, 2019 - 6:30 PM

or immediately following Finance and Public Works Committee Meeting
200 N. Hill Street, Poplar Grove, IL 61065

AGENDA

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 March 11, 2019 meeting.

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

DEPARTMENT REPORTS

2. Code Enforcement & Building Permits, B&F Construction

NEW BUSINESS

3. Discussion and Possible Recommendation to the Village Board to approve **Ordinance 2019-10** An Ordinance granting a Special Use for a Discontinued Use (Livestock) within the GB, General Business District (5445 IL Route 173)

4. Discussion and Possible Recommendation to the Village Board to approve new liquor license for Class A, B, and D for Good JuJu, LLC

5. Discussion and Possible Recommendation to the Village Board to approve amending the Hours of Sale for Title 2 Business and License Regulations, Chapter 2 Liquor Control Class D License from 9am to 7am

ADJOURNMENT (Voice Vote)

KJ 04/04/2019

VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

ADMINISTRATION & ZONING COMMITTEE

Monday, March 11, 2019 - 7:00 PM

or immediately following Finance and Public Works Committee Meeting
200 N. Hill Street, Poplar Grove, IL 61065

MINUTES

ROLL CALL
PRESENT
President Owen Costanza
Trustee Jeff Goings
Trustee Neeley Erickson
Trustee Sophia Ramdass
Trustee Eric Miller
Attorney Kristine Gibbons
Deputy Clerk Katie Jaster
Mitch Hilden
Carina Boyd
Chris Dopkins
Attorney Roxanne Sosnowski
ABSENT
Chairman Ron Quimby
Trustee Erin Walsh
Clerk Karri Anderberg

APPROVAL OF PHONE PARTICIPATION (Roll Call)
None.

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

APPROVAL OF MINUTES (Voice Vote)

1. Motion to approve minutes from February 11, 2019 meeting.

Motion made by Trustee Erickson, Seconded by Trustee Miller. Motion carried by voice vote.

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

None.

DEPARTMENT REPORTS

2. Code Enforcement and Building Permits, B&F Construction
   No questions.

NEW BUSINESS

3. Discussion and Possible Recommendation to the Village Board to approve **Resolution 19-10** A Resolution directing the Belvidere Community Development Department (Planning Department) to publish the Zoning Map of the Village of Poplar Grove

   Motion made by Trustee Miller, Seconded by Trustee Erickson. Motion carried by voice vote.

4. Discussion and Possible Recommendation to the Village Board to approve changes to the Village of Poplar Grove Employee Handbook.
   Motion made by Trustee Miller, Seconded by Trustee Erickson. Motion carried by voice vote.
   Attorney Sosnowski explained to the Trustees the changes that Sosnowski Szeto office changed. Attorney Sosnowski stated at this time their office only changed the State and Local Law updates, some verbiage changes and some changes recommended by the Village President. Attorney Sosnowski will make more changes after she sits down with the Treasurer Boyd and President Costanza.
5. Discussion and Possible Recommendation to the Village Board to approve **Ordinance 2019-07** An Ordinance Granting a Special Use for a Drive-Through Window and Liquor Sales with Video Gaming within the GB, General Business District (13561 Julie Drive)

   Motion made by Trustee Miller, Seconded by Trustee Erickson.
   Voting Yea: Trustee Goings, Trustee Erickson, Trustee Miller
   Voting Nay: Trustee Ramdass
   Discussion amongst Trustees and President Costanza regarding the Special Use and what type of Liquor and Video Gaming business will be moving into the Village.
   Discussion about the Drive-Through Window within the General Business District at 13561 Julie Drive.

6. Discussion and Possible Recommendation to the Village Board for the Revision of Title 4 Motor Vehicle and Traffic Chapter 1 Traffic Regulations
Motion made by Trustee Miller, Seconded by Trustee Goings. Motion carried by voice vote.
Public Works Director Mitch Hilden explained to the Board what Roads were recommended to post for Weight Limited Vehicles. Attorney Gibbons will draft Ordinance for Village Board meeting.

ADJOURNMENT (Voice Vote)

Motion made by Trustee Goings, Seconded by Trustee Erickson.
Adjournment at 7:47pm.

KJ 04/02/2019

April 3, 2019

TEST Inc.
2323 Fourth Street
P.O. Box 483
Peru, Illinois 61354
815-224-1650
800-659-4659
FAX 815-224-1688
www.testinc.com

Client: Village of Poplar Grove
Attn: Owen Costanza, Village President
200 Hill Street
P.O. Box 01
Poplar Grove, IL 61065

Plant Type: Wastewater Treatment Plants: North: Class II Sequential batch reactors (SBR).
South: Class I Sequential batch reactors (SBR).
Water Treatment Plants: Well Supply with Chemical Addition in all three locations

Enclosed you will find the daily inspection and monitoring reports for each water plant, the distribution system testing record.

Outlined below is the flow at each wastewater plant and the actions taken during the past month in Poplar Grove to improve the facilities equipment.

Wastewater flow information:

South Wastewater Plant Discharge Totals (February 2019)

Influent:	Total:	10.106	MG	**Effluent:**	Total:	10.323	MG
	Ave:	0.326	MGD		Ave:	0.333	MGD
	Max:	1.05	MGD		Max:	0.560	MGD
	Min:	0	MGD		Min:	0.157	MGD

North Wastewater Plant Discharge Totals (February 2019)

Influent:	Total:	11.284	MG	**Effluent:**	Total:	13.888	MG
	Ave:	0.364	MGD		Ave:	0.448	MGD
	Max:	0.750	MGD		Max:	0.869	MGD
	Min:	0	MGD		Min:	0	MGD

Improvements Completed March 2019

General:

- We still have not received the IEPA reports.
- Plant have been running smooth and everything is working as it should.
- We took the plants out of winter operation and making adjustments to the facilities as the weather continues to get warmer.
- We took some water and wastewater classes to further our water and waste water education.

Lift Stations:

- All pumps manually tested.
- Dry wells have been inspected.
- Inspected wet well areas & floats and cleaned as needed.
- All routine checks and tests performed for the month.
- Tested all alarm functions on lift stations to insure there working as they should.
- Test ran all generators under load to insure they will work when needed.
- Changed a bad float at countryside lift station.

North WWTP:

- Fixed well booster pump, water it back working normal.
- Fixed a couple of water lines and a check valve that froze when it got so cold. (we didn't know they were broke until they had water back flowing to them.
- Put disk filter back online because the backwash pump for one of the sand filters had a seal failure.
- Pulled pump from sand filter.
- Cleaned EQ tanks at north Plant.
- Lowered EQ tank and pump levels back to summer settings.
- Cleaned sand filter scum off surface
- Fixed and adjusted main gate so lock lines up easily and gate doesn't open by its self.
- Greased all blowers as scheduled.
- Lubed and adjusted chains on sand filters.
- Cleaned rags and build up out of inlet screen.
- Cleaned sand filters.
- Decanted digesters.
- Exercised portable generators.
- All Required IEPA testing was completed for the month.

South WWTP:

- Received the rest of our Filter sand, finished the filter rehab, and put the sand filter back online.
- Put plant levels back to summer operation.
- Cleaned and removed cob webs from blower room when normal maintenance was done.
- Greased all blowers as scheduled.
- We did have some more freezing issues with the air lines. We basically put a band aid on it until warmer weather gets here and we will complete rehab the airline system so we don't have issues in the cold again.
- We received out new UV bulbs and by the time you guys are reading this they will be installed and ready to use. We will run a test Fecal to insure there are no issue. Last year we were running on 13 bulbs, now we have 40 new bulbs and sleeves. We shouldn't have any issues this year.
- Hawkins came and filled up the alum supply.
- Transferred sludge to Digester #3 from Digester 1 and 2 to thicken.
- Decanted all 3 digesters.
- All Required IEPA testing was completed for the month.

Water System:

- Changed a couple fitting at well 5/6 on the chlorine line because it had a slight drip.
- water plant numbers and chemicals were checked daily and adjusted if necessary.
- Hawkins came and filled up all of our chemicals.
- All required IEPA testing was completed during the past month.
- All normal checks and cleaning was done at the well house and towers, garbage emptied, Thermostats checked for working order.

All operations and plant inspections have been performed by me or under my direct supervision. If you have any questions concerning the above, please do not hesitate to contact me.

Submitted by,
Total Environmental Service Technologies, Inc.

Ion Stear
Certified Operator/Manager

TEST Inc.

VILLAGE OF POPLAR GROVE - WEST **IL0070350**
FOR THE MONTH OF FEB 2019 **MONTHLY OPERATING REPORT**
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
DIVISION OF PUBLIC WATER SUPPLIES

		Flow Meter		Hour Meter Well 4		Chlorine Feed			Phosphate Feed			Flouride Feed		Operator
Date	Time	Reading	Pumpage	Reading	Hours	Scale	lbs Used	Free	Scale	lbs Used	PO4 mg/L	Scale	lbs Used	Initials
31-Jan		280147	52	6263.18	1.04	150.00	0.0	0.41	91	1.00	0.83	412.10	2.20	JGS
1	09:00	280197	101	6264.22	1.17	150.00	0.0	0.40	90	2.00	0.78	409.90	0.80	JW
2	10:00	280248	68	6265.39	1.48	150.00	1.0		88	3.00	0.48	408.30	0.60	JW
3	08:52	280316	51	6266.87	1.08	149.00	1.5	0.39	85	3.00	0.58	406.40	0.50	JW
4	09:28	280367	56	6267.95	1.19	147.50	0.0	0.50	82	0.00	0.63	405.10	1.00	JW
5	09:05	280423	55	6269.14	1.25	147.50	0.5	0.38	82/124	2.00	1.07	403.50	0.40	MS
6	09:37	280478	53	6270.39	1.16	147.00	0.5	0.46	122	1.00	0.98	402.00	0.40	MS
7	09:32	280531	49	6271.55	1.06	147.00	0.0	0.44	121	3.00	0.60	400.50	0.80	JW
8	09:47	280580	42	6272.61	0.92	146.00	0.0	0.43	118	1.00	0.78	400.00	0.10	JW
9	09:05	280622	65	6273.53	1.31	146.00	0.0	0.73	117	3.00	1.24	397.70	0.40	JW
10	10:35	280687	52	6274.84	1.16	146.00	2.0	0.29	114	2.00	0.93	396.00	1.30	JW
11	10:44	280739	30	6276	0.68	145.00	1.0	0.40	114	2.00	0.91	394.70	1.70	JW
12	09:51	280769	51	6276.68	0.45	145.00	1.0	0.41	113	3.00	0.76	393.70	1.20	IS
13	09:23	280820	64	6277.13	2.07	144.00	0.0	0.47	110/120	4.00	0.71	391.70	1.80	IS
14	09:46	280884	48	6279.2	1.06	144.00	1.0	0.40	116	2.00	0.88	389.90	1.20	JW
15	09:00	280932	45	6280.26	0.96	143.00	0.0	0.34	114	0.00	0.87	388.70	1.20	JW
16	10:30	280977	69	6281.22	1.55	143.00	0.0	0.60	114	4.00	1.17	387.50	1.90	JW
17		281046	50	6282.77	1.03	143.00	1.0	0.34	110	0.00	0.94	385.60	1.20	JW
18	09:54	281096	55	6283.8	1.22	142.00	0.5	0.30	110	1.00	0.62	384.40	1.10	JW
19	10:06	281151	45	6285.02	1.01	141.50	0.5	0.46	108	1.00	0.86	383.00	1.20	JW
20	08:47	281196	48	6286.03	1.01	141.00	0.0	0.44	107	2.00	0.64	381.70	1.10	JW
21	08:55	281244	49	6287.04	1.05	141.00	1.0	0.39	105	1.00	0.65	380.60	1.10	JW
22	08:21	281293	53	6288.09	1.18	140.00	1.0	0.27	104	1.00	0.33	379.50	1.40	JW
23	09:06	281346	47	6289.27	0.99	139.00	0.0	0.69	103	2.00	1.26	378.10	2.00	MS
24	09:19	281393	73	6290.26	1.6	139.00	1.0	0.55	101	3.00	0.89	376.10	0.90	MS
25	01:00	281466	43	6291.86	0.85	138.00	0.0	0.40	98	2.00	0.90	375.20	1.20	MS
26	09:16	281509	34	6292.71	0.78	138.00	0.0	0.46	96	1.00	1.01	374.00	1.00	JW
27	09:01	281543	75	6293.49	1.59	137.00	0.0	0.51	95	3.00	0.97	373.00	1.80	MS
28		281618		6295.08		137.00		0.50	92	92.00	0.87	371.20	1.60	MS
29														
30														
31														
TOT			1523					12.36			24.14			
AVE			54					0.44			0.83			
MAX			101					0.73			1.26			
MIN			30					0.27			0.33			

SIGNATURE: Jon Stear
PHONE: 815-224-165[illegible]

VILLAGE OF POPLAR GROVE - SOUTH
FOR THE MONTH OF FEB 2019
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
DIVISION OF PUBLIC WATER SUPPLIES

IL0070300
MONTHLY OPERATING REPORT

		Flow Meter		Hour Meter Well 5		Hour Meter Well 6		Chlorine Feed			Phosphate Feed			Flouride Feed		Operator
Date	Time	Reading	Pumpage	Reading	Hours	Reading	Hours	Scale	lbs Used	Free	Scale	lbs Used	PO4 mg/L	Scale	lbs Used	Initials
31-Jan	08:30	459435	89	2151.3	1.4	4765.40	0	137.00	2.0	1.70	102	3.00	0.32	423.70	4.70	JGS
1	10:20	459524	35	2152.7	0.6	4765.40	0	135.00	0.0	1.10	99	1.00	0.85	419.00	0.60	JGS
2	09:00	459559	60	2153.3	0.9	4765.40	0	135.00	1.0	1.13	98	0.00	0.99	418.40	1.80	JGS
3	09:36	459619	70	2154.2	1.1	4765.40	0	134.00	1.0	0.82	98	3.00	0.45	416.60	2.20	JGS
4	10:42	459689	58	2155.3	0.9	4765.40	0	133.00	1.0	1.03	95	2.00	0.72	414.40	2.00	JGS
5	10:15	459747	61	2156.2	1.1	4765.40	0	132.00	2.0	0.61	93	1.03	0.32	412.40	1.40	MS
6	11:05	459808	56	2157.1	0.9	4765.40	0	130.00	1.0	1.16	89	6.00	1.02	411.00	2.00	MS
7	10:42	459864	68	2158	1.4	4765.40	0	129.00	1.0	1.00	87	2.00	0.83	409.00	2.60	JGS
8	11:23	459932	51	2159.4	0.4	4765.40	0	128.00	0.0	0.89	82	0.00	0.40	406.40	1.00	JGS
9	09:38	459983	65	2159.9	1	4765.40	0	128.00	1.0	0.23	82	2.00	1.41	405.40	2.60	JGS
10	10:00	460048	99	2160.9	1.5	4765.40	0	127.00	2.0	0.93	80	#VALUE!	1.79	403.20	2.26	JGS
11	11:37	460147	37	2162.4	0.6	4765.40	0	125.00	0.0	1.24	76/120	#VALUE!	0.94	400.20	1.00	JGS
12	11:19	460184	83	2163	2.1	4765.40	0	125.00	2.0	0.17	119	3.00	0.29	399.20	2.40	IS
13	10:47	460267	40	2164.3	0.6	4765.40	0	123.00	0.0	1.31	116	1.00	0.93	396.80	1.40	IS
14	08:30	460307	47	2164.9	0.7	4765.40	0	123.00	1.0	0.41	115	3.00	0.56	395.40	0.60	JGS
15		460354	60	2165.6	1	4765.40	0	122.00	1.0	0.63	112	2.00	0.44	394.80	1.80	JGS
16		460414	62	2166.6	0.5	4765.40	0	121.00	1.0	1.05	110	2.00	0.92	393.00	2.00	JGS
17		460476	69	2167.1	1.7	4765.40	0	120.00	1.0	1.06	108	3.00	1.02	391.00	1.80	JGS
18	11:35	460545	88	2168.8	1.2	4765.40	0	119.00	1.0	1.18	105	3.00	0.60	389.20	2.80	JGS
19	10:54	460633	35	2170	0.5	4765.40	0	118.00	1.0	1.15	102	-5.00	0.51	386.40	1.60	JGS
20	11:14	460668	83	2170.5	1.3	4765.40	0	117.00	1.5	1.08	107	10.00	0.73	384.80	2.20	JGS
21	10:06	460751	36	2171.8	1.1	4765.40	0	115.50	0.5	1.13	97	4.00	0.70	382.60	1.00	JGS
22	08:12	460787	51	2172.4	0.8	4765.40	0	115.00	1.0	1.06	96/120	0.00	0.94	381.60	1.80	
23	08:54	460838	63	2173.2	0.9	4765.40	0	114.00	0.5	1.00	119	3.00	0.87	379.80	1.40	MS
24	09:46	460901	97	2174.1	1.6	4765.40	0	113.50	1.5	0.95	116	3.00	0.95	378.40	4.00	MS
25	10:47	460998	35	2175.7	0.5	4765.40	0	112.00	1.0	0.88	113	1.00	0.74	374.40	0.20	MS
26	08:38	461033	85	2176.2	1.3	4765.40	0	111.00	1.0	0.68	112	4.00	1.27	374.20	2.60	
27	10:32	461118	36	2177.5	0.6	4765.40	0	110.00	0.0	0.81	108	1.00	0.69	371.60	1.00	JGS
28	10:38	461154		2178.1		4765.40		110.00	110.0	0.88	107	107.00	0.81	370.60	370.60	
29																
30																
31																
TOT			1719				0			27.27			23.01			
AVE			61				0			0.94			0.79			
MAX			99				0			1.70			1.79			
MIN			35				0			0.17			0.29			

SIGNATURE: Jon Stear
PHONE: 815-224-1650

VILLAGE OF POPLAR GROVE - NORTH
FOR THE MONTH OF FEB 2019
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
DIVISION OF PUBLIC WATER SUPPLIES

IL0070150
MONTHLY OPERATING REPORT

		Flow Meter		Hour Meter Well 2		Hour Meter Well 3		Chlorine Feed			Phosphate Feed			Flouride Feed		Operator
Date	Time	Reading	Pumpage	Reading	Hours	Reading	Hours	Scale	lbs Used	Free	Scale	lbs Used	PO4 mg/L	Scale	lbs Used	Initials
31-Jan		17507223.5	157677385	20465.2	5.1	10161.00	0.00	139.00	0.0	0.92	114	2.00	0.11	43.50	0.5	JGS
1	08:29	175184608	109754	20470.3	4.9	10161.00	0.00	139.00	1.0	0.83	112	2.00	0.65	43.00	0.0	JGS
2		175294362	119418.7	20475.2	5.3	10161.00	0.00	138.00	1.0	0.51	110	6.00	0.82	43.00	1.0	JGS
3	08:34	175413780.7	120366	20480.5	5.3	10161.00	0.00	137.00	1.5	0.84	104	4.00	0.47	42.00	0.0	JGS
4	09:04	175534146.7	107025.5	20485.8	4.7	10161.00	0.00	135.50	0.5	0.82	100	4.00	0.83	42.00	0.5	JGS
5	08:24	175641172.2	66297.5	20490.5	2.9	10161.00	0.00	135.00	1.0	0.85	96	2.00	0.31	41.50	0.5	JGS
6	08:55	175707469.7	108380.1	20493.4	4.6	10161.00	0.00	134.00	0.5	0.72	94	3.00	1.69	41.00	0.5	JGS
7	08:34	175815849.8	107111.5	20498	4.9	10161.00	0.00	133.00	0.0	0.92	91	6.00	0.82	40.50	0.5	JGS
8	08:58	175922961.3	65915.8	20502.9	2.9	10161.00	0.00	132.00	1.0	0.98	85	1.00	0.42	40.00	0.0	MS
9	08:48	175988877.1	119298.9	20505.8	5.3	10161.00	0.00	131.00	0.0	0.37	84	4.00	2.09	40.00	0.5	MS
10		176108176	109584	20511.1	4.8	10161.00	0.00	130.00	0.0	0.93	80	5.00	0.70	39.50	0.0	JGS
11	10:25	176217760	104075	20515.9	4.6	10161.00	0.00	130.00	1.0	0.79	75/120	4.00	0.99	39.00	0.0	JGS
12	09:05	176321835	109932.8	20520.5	4.7	10161.00	0.00	129.00	1.0	0.87	116	4.00	1.02	39.00	0.5	JGS
13	08:49	176431767.8	66147.5	20525.2	3	10161.00	0.00	128.00	0.0	0.91	112	2.00	0.62	38.50	0.5	JGS
14	10:21	176497915.3	102632.7	20528.2	4.5	10161.00	0.00	128.00	1.0	0.84	110	4.00	0.62	38.00	0.0	JGS
15		176600548	116891	20532.7	5.2	10161.00	0.00	127.00	1.0	0.80	106	3.00	0.86	38.00	0.5	MS
16		176717439	105821	20537.9	4.6	10161.00	0.00	126.00	1.0	1.18	100	2.00	0.90	37.50	0.5	JGS
17		176823260	70043	20542.5	3.1	10161.00	0.00	125.00	1.0	0.96	98	4.00	0.70	37.00	0.0	JGS
18	09:07	176893303	106900.4	20545.6	4.7	10161.00	0.00	124.00	0.0	0.83	94	3.00	1.61	37.00	0.5	JGS
19	08:48	177000203.4	115569.2	20550.3	5.1	10161.00	0.00	124.00	1.0	0.76	91	5.00	1.08	36.50	0.5	JGS
20	09:20	177115772.6	62630	20555.4	2.7	10161.00	0.00	123.00	0.0	0.78	86	2.00	0.59	36.00	0.0	JGS
21	08:19	177178402.6	110158.8	20558.1	4.9	10161.00	0.00	123.00	1.0	0.78	84	5.00	0.58	36.00	1.0	JGS
22	08:30	177288561.4	106380.3	20563	4.7	10161.00	0.00	122.00	2.0	0.71	79/120	4.00	0.64	35.00	0.0	JGS
23	08:05	177394941.7	111211	20567.7	4.8	10161.00	0.00	120.00	0.0	0.71	116	4.00	0.59	35.00	0.5	JGS
24	08:48	177506152.7	118534.7	20572.5	5.3	10161.00	0.00	119.00	1.0	0.71	112	5.00	1.08	34.50	0.5	MS
25	08:40	177624687.4	105240	20577.8	4.6	10161.00	0.00	118.00	0.0	0.11	107	3.00	1.65	34.00	0.0	MS
26	10:37	177729927.4	106221.1	20582.4	4.6	10161.00	0.00	118.00	3.0	0.70	104	4.00	0.74	34.00	0.5	JGS
27	08:37	177836148.5	105733	20587	4.6	10161.00	0.00	115.00	0.0	0.78	100	4.00	1.02	33.50	0.5	JGS
28	08:28	177941881.5		20591.6		10161.00		115.00	115.0	0.70	96	3.00	1.01	33.00	33.0	JGS
29																
30																
31																
TOT			160434658				0			22.61			25.21			
AVE			5729809				0			0.78			0.87			
MAX			157677385				0			1.18			2.09			
MIN			62630				0			0.11			0.11			

SIGNATURE: Jon Stear
PHONE: 815-224-1650

VILLAGE OF POPLAR GROVE **DAILY DISTRIBUTION MONITORING REPORT**
FOR THE MONTH OF FEB 2019
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
DIVISION OF PUBLIC WATER SUPPLIES

	North System (Wells 2 & 3)				West System (Well 4)				South System (Wells 5 & 6)					Flouride Analysis				
Date	Site #	Free Cl_2	Total Cl_2	PO_4	Site #	Free Cl_2	Total Cl_2	PO_4	Site #	Free Cl_2	Total Cl_2	PO_4	Operator Initials	1.0 mg.L Standard	Well #2	Well #3	Well #4	Well#5-6
1	Village	0.15		1.84	Tower	0.17		1.01	Tower	0.97		0.35		1.00		0.82	0.55	0.61
2																0.66	0.54	1.00
3													JW			0.41	0.61	3.70
4	School	0.65		1.47	Gas Station	0.18		0.77	Tower	0.96		0.32	JW			0.53	0.50	0.67
5	Village	0.11		1.94	Tower	0.32		0.84	Tower	0.97		0.23	JW			0.48	0.61	0.86
6	Fire Station	0.62		1.18	Tower	0.45		0.95	Tower	0.88		0.18	JW	1.00		1.20	0.92	0.87
7	Fire Station	0.56		0.99	Auto Garag	0.3		0.79	Tower	0.91		0.31	JW			0.92	0.86	0.86
8	Village	0.16		0.91	Gas Station	0.26		0.53	Tower	0.8		0.31				0.71	1.40	0.97
9																0.96	0.78	0.93
10													JW			0.90	0.77	0.79
11	School	0.6		0.99	Tower	0.36		0.95	Tower	0.93		0.57	JW			0.85	0.75	0.93
12	Village	0.09		2.03	Gas Station	0.15		1.02	Tower	1.01		0.5	JW	1.00		0.82	0.80	0.74
13	Fire Station	0.62		1.17	Auto Garag	0.16		0.93	Tower	0.9		0.94	JW			0.84	0.70	0.75
14	Village	0.16		1.97	Tower	0.15		0.87	Tower	0.84		0.84	JW			0.63	0.63	0.83
15	Arturos	0.69		0.91	Tower	0.21		0.58	Tower	0.88		0.31				0.84	0.92	0.42
16																0.65	0.88	0.76
17													JW			0.99	0.71	0.84
18	Village	0.1		2.33	Tower	0.23		0.63	Tower	0.88		0.32	JW			0.82	0.77	0.79
19	School	0.53		1.21	Gas Station	0.17		0.5	Tower	0.91		0.27	JW			0.80	0.75	0.78
20	Village	0.07		1.74	Auto Garag	0.14		0.72	Tower	0.9		0.55	JW	1.00		0.68	0.69	0.89
21	Fire Station	0.47		1.07	Tower	0.28		0.59	Tower	0.86		0.59	JW			0.49	0.63	0.70
22	Village	0.04		0.39	Tower	0.34		0.8	Tower	0.82		0.37				0.82	0.53	0.73
23																0.61	1.00	3.20
24																0.59	0.55	0.79
25	School	0.4		2	Gas Station	0.02		0.48	Tower	0.77		0.4				0.60	0.67	0.80
26	Village	0.7		2.06	Tower	0.2		1	Tower	0.11		0.11	JW	1.00		0.46	0.73	0.38
27	Fire Station	0.49		1.07	Auto Garag	0.24		0.51	Tower	0.74		0.79	JW			0.56	0.62	0.77
28	Village	0.1		1.92	Tower	0.31		1.02	Tower	0.79		0.42	JW			0.51	0.60	0.80
29																		
30																		
31																		
1																		

Signature: Jon Stear
PHONE: 815-224-1650

DMR Copy of Record

Permit

Permit #:	**IL0071447**	**Permittee:**	**POPLAR GROVE, VILLAGE OF**	**Facility:**	**POPLAR GROVE SOUTH STP, VILLAGE OF**
Major:	**Yes**	**Permittee Address:**	**200 HILL ST POPLAR GROVE, IL 61065**	**Facility Location:**	**12211 STATE ROUTE 76 POPLAR GROVE, IL 61065**
Permitted Feature:	**001 External Outfall**	**Discharge:**	**001-0 STP OUTFALL**		

Report Dates & Status

Monitoring Period:	**From 02/01/19 to 02/28/19**	**DMR Due Date:**	**03/25/19**	**Status:**	**NetDMR Validated**

Considerations for Form Completion

BOW ID: W0070150006; DMF LOAD LIMITS DISPLAYED.

Principal Executive Officer

First Name:	**Christopher**	**Title:**	**Certified Operator**	**Telephone:**	**815-224-1650**
Last Name:	**Perra**				

No Data Indicator (NODI)

Form NODI: –

Parameter Code	Parameter Name	Monitoring Location	Season #	Param. NODI		Quantity or Loading Qualifier 1	Value 1	Qualifier 2	Value 2	Units	Quality or Concentration Qualifier 1	Value 1	Qualifier 2	Value 2	Qualifier 3	Value 3	Units	# of Ex.	Frequency of Analysis	Sample Type
00300	Oxygen, dissolved [DO]	1 - Effluent Gross	1	–	Sample						=	9.43	=	8.66	=	8.43	19 - mg/L		03/DW - 3 Days Every Week	GR - GRAB
					Permit Req.						>=	6 MO AV MN	>=	4.5 MN WK AV	>=	4 DAILY MN	19 - mg/L	0	03/DW - 3 Days Every Week	GR - GRAB
					Value NODI															
00400	pH	1 - Effluent Gross	0	–	Sample						=	7.13			=	7.83	12 - SU		03/DW - 3 Days Every Week	GR - GRAB
					Permit Req.						>=	6 MINIMUM			<=	9 MAXIMUM	12 - SU	0	03/DW - 3 Days Every Week	GR - GRAB
					Value NODI															
00530	Solids, total suspended	1 - Effluent Gross	0	–	Sample	<	4.39	=	8.33	26 - lb/d			<	1.58	=	3	19 - mg/L		03/DW - 3 Days Every Week	CP - COMPOS
					Permit Req.	<=	250 MO AVG	<=	500 DAILY MX	26 - lb/d			<=	12 MO AVG	<=	24 DAILY MX	19 - mg/L	0	03/DW - 3 Days Every Week	CP - COMPOS
					Value NODI															
00600	Nitrogen, total [as N]	1 - Effluent Gross	0	–	Sample								=	10.16			19 - mg/L		01/30 - Monthly	CP - COMPOS
					Permit Req.									Req Mon MO AVG			19 - mg/L	0	01/30 - Monthly	CP - COMPOS
					Value NODI															
00610	Nitrogen, ammonia total [as N]	1 - Effluent Gross	2	–	Sample	<	1.92	=	11.3	26 - lb/d			<	0.693	=	4.07	19 - mg/L		03/DW - 3 Days Every Week	CP - COMPOS
					Permit Req.	<=	83 MO AVG	<=	108 DAILY MX	26 - lb/d			<=	4 MO AVG	<=	5.2 DAILY MX	19 - mg/L	0	03/DW - 3 Days Every Week	CP - COMPOS
					Value NODI															
00665	Phosphorus, total [as P]	1 - Effluent Gross	0	–	Sample	=	0.797			26 - lb/d			=	0.287			19 - mg/L		03/DW - 3 Days Every Week	CP - COMPOS
					Permit Req.	<=	21 MO AVG			26 - lb/d			<=	1 MO AVG			19 - mg/L	0	03/DW - 3 Days Every Week	CP - COMPOS
					Value NODI															
50050	Flow, in conduit or thru treatment plant	1 - Effluent Gross	0	–	Sample	=	0.333	=	0.56	03 - MGD									99/99 - Continuous	
					Permit Req.		Req Mon MO AVG		Req Mon DAILY MX	03 - MGD								0	99/99 - Continuous	
					Value NODI															
50060	Chlorine, total residual	1 - Effluent Gross	0	–	Sample										=	0	19 - mg/L		CL/OC - Chlorination/Occurances	GR - GRAB
					Permit Req.										<=	.05 DAILY MX	19 - mg/L	0	CL/OC - Chlorination/Occurances	GR - GRAB
					Value NODI															
80082	BOD, carbonaceous [5 day, 20 C]	1 - Effluent Gross	0	–	Sample	<	3.7	=	13.89	26 - lb/d			<	1.333	=	5	19 - mg/L		03/DW - 3 Days Every Week	CP - COMPOS
					Permit Req.	<=	209 MO AVG	<=	417 DAILY MX	26 - lb/d			<=	10 MO AVG	<=	20 DAILY MX	19 - mg/L		03/DW - 3 Days Every Week	CP - COMPOS
					Value NODI															

Submission Note

If a parameter row does not contain any values for the Sample nor Effluent Trading, then none of the following fields will be submitted for that row: Units, Number of Excursions, Frequency of Analysis, and Sample Type.

Edit Check Errors

No errors.

Comments

Attachments

No attachments.

Report Last Saved By

POPLAR GROVE, VILLAGE OF

User:	**ebumgarner**
Name:	**Elaine Bumgarner**
E-Mail:	**ebumgarner@testinc.com**
Date/Time:	**2019-03-25 11:07 (Time Zone: -05:00)**

Report Last Signed By

DMR Copy of Record

Permit

Permit #:	**IL0071447**	Permittee:	POPLAR GROVE, VILLAGE OF	Facility:	POPLAR GROVE SOUTH STP, VILLAGE OF
Major:	Yes	Permittee Address:	200 HILL ST POPLAR GROVE, IL 61065	Facility Location:	12211 STATE ROUTE 76 POPLAR GROVE, IL 61065
Permitted Feature:	INF Influent Structure	Discharge:	**INF-L** INFLUENT MONITORING		

Report Dates & Status

Monitoring Period:	**From 02/01/19 to 02/28/19**	DMR Due Date:	**03/25/19**	Status:	**NetDMR Validated**

Considerations for Form Completion

BOW ID: W0070150006

Principal Executive Officer

First Name:	Christopher	Title:	Certified Operator	Telephone:	815-224-1650
Last Name:	Perra				

No Data Indicator (NODI)

Form NODI: –

Parameter Code	Parameter Name	Monitoring Location	Season #	Param. NODI		Quantity or Loading Qualifier 1	Value 1	Qualifier 2	Value 2	Units	Quality or Concentration Qualifier 1	Value 1	Qualifier 2	Value 2	Qualifier 3	Value 3	Units	# of Ex.	Frequency of Analysis	Sample Type
00310	BOD, 5-day, 20 deg. C	G - Raw Sewage Influent	0	–	Sample						=	105					19 - mg/L		03/DW - 3 Days Every Week	CP - COMPOS
					Permit Req.							Req Mon MO AVG					19 - mg/L	0	03/DW - 3 Days Every Week	CP - COMPOS
					Value NODI															
00530	Solids, total suspended	G - Raw Sewage Influent	0	–	Sample						=	444					19 - mg/L		03/DW - 3 Days Every Week	CP - COMPOS
					Permit Req.							Req Mon MO AVG					19 - mg/L	0	03/DW - 3 Days Every Week	CP - COMPOS
					Value NODI															
50050	Flow, in conduit or thru treatment plant	G - Raw Sewage Influent	0	–	Sample	=	0.326	=	1.085	03 - MGD									99/99 - Continuous	
					Permit Req.		Req Mon MO AVG		Req Mon DAILY MX	03 - MGD								0	99/99 - Continuous	
					Value NODI															

Submission Note

If a parameter row does not contain any values for the Sample nor Effluent Trading, then none of the following fields will be submitted for that row: Units, Number of Excursions, Frequency of Analysis, and Sample Type.

Edit Check Errors

No errors.

Comments

Attachments

No attachments.

Report Last Saved By

POPLAR GROVE, VILLAGE OF

User:	ebumgarner
Name:	Elaine Bumgarner
E-Mail:	ebumgarner@testinc.com
Date/Time:	2019-03-25 10:43 (Time Zone: -05:00)

Report Last Signed By

User:	CHRISPERRA
Name:	Chris Perra
E-Mail:	cperra@testinc.com
Date/Time:	2019-03-26 06:17 (Time Zone: -05:00)

DMR Copy of Record

Permit

Permit #:	IL0023451	Permittee:	POPLAR GROVE, VILLAGE OF	Facility:	POPLAR GROVE - NORTH WWTP, VILLAGE OF
Major:	No	Permittee Address:	PO BOX 1 POPLAR GROVE, IL 61065	Facility Location:	205 EDSON RD POPLAR GROVE, IL 61065
Permitted Feature:	INF Influent Structure	Discharge:	INF-L INFLUENT MONITORING		

Report Dates & Status

Monitoring Period:	From 02/01/19 to 02/28/19	DMR Due Date:	03/25/19	Status:	NetDMR Validated

Considerations for Form Completion

BOW ID: W0070150007

Principal Executive Officer

First Name:	Christopher	Title:	Certified Operator	Telephone:	815-224-1650
Last Name:	Perra				

No Data Indicator (NODI)

Form NODI: --

Parameter Code	Parameter Name	Monitoring Location	Season #	Param. NODI		Quantity or Loading Qualifier 1	Value 1	Qualifier 2	Value 2	Units	Quality or Concentration Qualifier 1	Value 1	Qualifier 2	Value 2	Qualifier 3	Value 3	Units	# of Ex.	Frequency of Analysis	Sample Type
00310	BOD, 5-day, 20 deg. C	G - Raw Sewage Influent	0	--	Sample						=	90					19 - mg/L		02/DA - 2 Days Every Week	CP - COMPOS
					Permit Req.												19 - mg/L	0	02/DA - 2 Days Every Week	CP - COMPOS
					Value NODI							Req Mon MO AVG								
00530	Solids, total suspended	G - Raw Sewage Influent	0	--	Sample						=	258					19 - mg/L		02/DA - 2 Days Every Week	CP - COMPOS
					Permit Req.												19 - mg/L	0	02/DA - 2 Days Every Week	CP - COMPOS
					Value NODI							Req Mon MO AVG								
50050	Flow, in conduit or thru treatment plant	G - Raw Sewage Influent	0	--	Sample	=	0.384	=	0.75	03 - MGD									99/99 - Continuous	
					Permit Req.		Req Mon MO AVG		Req Mon DAILY MX	03 - MGD								0	99/99 - Continuous	
					Value NODI															

Submission Note

If a parameter row does not contain any values for the Sample nor Effluent Trading, then none of the following fields will be submitted for that row: Units, Number of Excursions, Frequency of Analysis, and Sample Type.

Edit Check Errors

No errors.

Comments

Attachments

No attachments.

Report Last Saved By

POPLAR GROVE, VILLAGE OF

User:	ebumgarner
Name:	Elaine Bumgarner
E-Mail:	ebumgarner@testinc.com
Date/Time:	2019-03-25 09:04 (Time Zone: -05:00)

Report Last Signed By

User:	CHRISPERRA
Name:	Chris Perra
E-Mail:	cperra@testinc.com
Date/Time:	2019-03-26 06:17 (Time Zone: -05:00)

DMR Copy of Record

Permit

Permit #:	IL0023451	Permittee:	POPLAR GROVE, VILLAGE OF	Facility:	POPLAR GROVE - NORTH WWTP, VILLAGE OF
Major:	No	Permittee Address:	PO BOX 1 POPLAR GROVE, IL 61065	Facility Location:	205 EDSON RD POPLAR GROVE, IL 61065
Permitted Feature:	001 External Outfall	Discharge:	001-0 STP OUTFALL		

Report Dates & Status

Monitoring Period:	From 02/01/19 to 02/28/19	DMR Due Date:	03/25/19	Status:	NetDMR Validated

Considerations for Form Completion

BOW ID: W0070150007; DMF LOAD LIMITS DISPLAYED.MONITORING LOCATION "1" IS FORMONTHLY AVERAGE AND DAILY MAXIMUM.MONITORING LOCATION "8" IS FORWEEKLY AVERAGE.

Principal Executive Officer

First Name:	Christopher	Title:	Certified Operator	Telephone:	815-224-1650
Last Name:	Perra				

No Data Indicator (NODI)

Form NODI: --

Parameter Code	Parameter Name	Monitoring Location	Season #	Param. NODI		Quantity or Loading Qualifier 1	Quantity or Loading Value 1	Quantity or Loading Qualifier 2	Quantity or Loading Value 2	Quantity or Loading Units	Quality or Concentration Qualifier 1	Quality or Concentration Value 1	Quality or Concentration Qualifier 2	Quality or Concentration Value 2	Quality or Concentration Qualifier 3	Quality or Concentration Value 3	Quality or Concentration Units	# of Ex.	Frequency of Analysis	Sample Type
00300	Oxygen, dissolved [DO]	1 - Effluent Gross	1	--	Sample						=	8.935	=	7.8	=	6.46	19 - mg/L		02/DA - 2 Days Every Week	GR - GRAB
					Permit Req.						>=	6 MO AV MN	>=	4.5 MN WK AV	>=	4 DAILY MN	19 - mg/L	0	02/DA - 2 Days Every Week	GR - GRAB
					Value NODI															
00400	pH	1 - Effluent Gross	0	--	Sample						=	7.29			=	7.86	12 - SU		02/DA - 2 Days Every Week	GR - GRAB
					Permit Req.						>=	6 MINIMUM			<=	9 MAXIMUM	12 - SU	0	02/DA - 2 Days Every Week	GR - GRAB
					Value NODI															
00530	Solids, total suspended	1 - Effluent Gross	0	--	Sample	<	10.74	=	26.15	26 - lb/d			<	2.875	=	7	19 - mg/L		02/DA - 2 Days Every Week	CP - COMPOS
					Permit Req.	<=	125 MO AVG	<=	250 DAILY MX	26 - lb/d			<=	12 MO AVG	<=	24 DAILY MX	19 - mg/L	0	02/DA - 2 Days Every Week	CP - COMPOS
					Value NODI															
00610	Nitrogen, ammonia total [as N]	1 - Effluent Gross	1	--	Sample	=	0.336	=	0.736	26 - lb/d			=	0.09	=	0.197	19 - mg/L		02/DA - 2 Days Every Week	CP - COMPOS
					Permit Req.	<=	42 MO AVG	<=	56 DAILY MX	26 - lb/d			<=	4 MO AVG	<=	5.4 DAILY MX	19 - mg/L	0	02/DA - 2 Days Every Week	CP - COMPOS
					Value NODI															
50050	Flow, in conduit or thru treatment plant	1 - Effluent Gross	0	--	Sample	=	0.448	=	0.889	03 - MGD									99/99 - Continuous	
					Permit Req.		Req Mon MO AVG		Req Mon DAILY MX	03 - MGD								0	99/99 - Continuous	
					Value NODI															
50060	Chlorine, total residual	1 - Effluent Gross	0	--	Sample										=	0	19 - mg/L		01/30 - Monthly	GR - GRAB
					Permit Req.										<=	.05 DAILY MX	19 - mg/L	0	01/30 - Monthly	GR - GRAB
					Value NODI															
80082	BOD, carbonaceous [5 day, 20 C]	1 - Effluent Gross	0	--	Sample	<	3.74	=	3.74	26 - lb/d			<	1	=	1	19 - mg/L		02/DA - 2 Days Every Week	CP - COMPOS
					Permit Req.	<=	104 MO AVG	<=	209 DAILY MX	26 - lb/d			<=	10 MO AVG	<=	20 DAILY MX	19 - mg/L	0	02/DA - 2 Days Every Week	CP - COMPOS
					Value NODI															

Submission Note

If a parameter row does not contain any values for the Sample nor Effluent Trading, then none of the following fields will be submitted for that row: Units, Number of Excursions, Frequency of Analysis, and Sample Type.

Edit Check Errors

No errors.

Comments

Attachments

No attachments.

Report Last Saved By

POPLAR GROVE, VILLAGE OF

User:	ebumgarner
Name:	Elaine Bumgarner
E-Mail:	ebumgarner@testinc.com
Date/Time:	2019-03-25 10:06 (Time Zone: -05:00)

Report Last Signed By

User:	CHRISPERRA
Name:	Chris Perra
E-Mail:	cperra@testinc.com
Date/Time:	2019-03-26 06:17 (Time Zone: -05:00)

B&F CONSTRUCTION CODE SERVICES, INC
BUILDING & FIRE PROTECTION PLAN REVIEW
TRAINING • INSPECTIONS • CODE EVALUATION
2420 Vantage Drive
Elgin, IL 60124
847-428-7010 Main
847-428-3151 FAX

Inspection Report By Developer
(03/01/2019 Thru 03/31/2019)
Village of Poplar Grove, IL

Inspection Date	Project No.	Unit	Lot	Pod	Structure Type	Subdivision	Inspection Type	Inspection Result	Form No.	Reinspection	Amount
Developer:											
Address:	**511 Birch Street**										
Permit Number:	**2018-105***										
3/5/2019	3121361				Residential		Electric Service	Approved	245966	☐	
Summary for 'PermitNumber' = 2018-105* (1 detail record)											
Developer:											
Address:	**519 Birch**										
Permit Number:	**2018-95***										
3/5/2019	3121361				Residential		Electric Service	Approved	245965	☐	
Summary for 'PermitNumber' = 2018-95* (1 detail record)											
Developer:											
Address:	**314 Briarwood Drive**										
Permit Number:	**2019-13**										
3/25/2019	3121361				Residential		Building Rough	Approved	245974	☑	
3/25/2019	3121361				Residential		Building Rough	Failed	245973	☐	
Summary for 'PermitNumber' = 2019-13 (2 detail records)											

Inspection Date	Project No.	Unit	Lot	Pod	Structure Type	Subdivision	Inspection Type	Inspection Result	Form No.	Reinspection	Amount
Developer:											
Address:	**4115 Cornflower**										
Permit Number:	**2018-153**										
3/29/2019	3121361				Residential		Electric Final	Approved	256322	☑	
3/29/2019	3121361				Residential		Building Final	Approved	256322	☑	
Summary for 'PermitNumber' = 2018-153 (2 detail records)											
Developer:											
Address:	**4115 Cornflower Road**										
Permit Number:	**2018-153**										
3/20/2019	3121361				Residential		Building Final	Failed	250131	☐	
3/20/2019	3121361				Residential		Electric Final	Failed	250131	☐	
Summary for 'PermitNumber' = 2018-153 (2 detail records)											
Developer:											
Address:	**4127 Cornflower Road**										
Permit Number:	**2019-5**										
3/6/2019	3121361				Residential		Water Heater	Approved	252485	☐	
Summary for 'PermitNumber' = 2019-5 (1 detail record)											
Developer:											
Address:	**3043 Fairchild Street**										
Permit Number:	**2019-3**										
3/11/2019	3121361				Residential		Window Replacement	Approved	245967	☐	

Inspection Date	Project No.	Unit	Lot	Pod	Structure Type	Subdivision	Inspection Type	Inspection Result	Form No.	Reinspection	Amount
Summary for 'PermitNumber' = 2019-3 (1 detail record)											
Developer:											
Address:	**411 Hughes Parkway**										
Permit Number:	**2018-91***										
3/12/2019	3123543				Residential		Building Final	Failed	245969	☑	
3/13/2019	3123543				Residential		Building Final	Failed	245972	☑	
Summary for 'PermitNumber' = 2018-91* (2 detail records)											
Developer:											
Address:	**423 Hughes Parkway**										
Permit Number:	**2018-97***										
3/12/2019	3121361				Residential		Insulation	Approved	245970	☐	
Summary for 'PermitNumber' = 2018-97* (1 detail record)											
Developer:											
Address:	**336 Springmeadow Drive**										
Permit Number:	**2019-12**										
3/29/2019	3121361				Residential		Building Rough	Failed	256323	☐	
Summary for 'PermitNumber' = 2019-12 (1 detail record)											
Developer:											
Address:	**2830 Stinson Street**										
Permit Number:	**2018-5**										
3/12/2019	3121361				Residential		Electric Final	Approved	245968	☐	

Inspection Date	Project No.	Unit	Lot	Pod	Structure Type	Subdivision	Inspection Type	Inspection Result	Form No.	Reinspection	Amount
3/12/2019	3121361				Residential		Mechanical Final	Approved	245968	☐	
3/12/2019	3121361				Residential		Building Final	Approved	245968	☐	

Summary for 'PermitNumber' = 2018-5 (3 detail records)

Developer:

Address: **381 Westergren Way**
Permit Number: **2018-100***

3/4/2019	3121361				Residential		Plumbing Final	Approved	250994	☑	

Summary for 'PermitNumber' = 2018-100* (1 detail record)

Developer:

Address: **389 Westergren Way**
Permit Number: **2018-102***

3/12/2019	3121361				Residential		Insulation	Approved	245971	☐	

Summary for 'PermitNumber' = 2018-102* (1 detail record)

Developer:

Address: **393 Westergren Way**
Permit Number: **2018-94***

3/27/2019	3121361				Residential		Insulation	Failed	245976	☐	
3/28/2019	3121361				Residential		Insulation	Failed	245979	☑	

Summary for 'PermitNumber' = 2018-94* (2 detail records)

Inspection Date	Project No.	Unit	Lot	Pod	Structure Type	Subdivision	Inspection Type	Inspection Result	Form No.	Reinspection	Amount
Developer:											
Address:	**397 Westergren Way**										
Permit Number:	**2018-98***										
3/27/2019	3121361				Residential		Insulation	Failed	245975	☐	
3/28/2019	3121361				Residential		Insulation	Failed	245978	☑	

Summary for 'PermitNumber' = 2018-98* (2 detail records)

Summary for 'Developer'

Total Inspections
Total Reinspections
Total Amount

GRAND TOTALS

Total Inspections
Total Reinspections
Total Amount

Office & Shipping:
2420 Vantage Drive
Correspondence:
P.O. Box 5178

CONSTRUCTION CODE SERVICES, INC.
Building & Fire Protection Plan Review
Training • Inspections • Code Consulting

Phone (847) 428-7010
Fax (847) 428-3151
Toll Free 1-800-232-5523
E-mail bfccs@bfccs.org

MISCELLANEOUS PLAN REVIEWS
March 2019

VILLAGE OF
Poplar Grove
1-Apr-19

Permit #	Address	Type of Project	Fee	Date
2019-8	360 W Main St	Roof	$ 25.00	3/11/2019
2019-9	5151 Orth Rd.-Hangar A1	Boiler replacement - 2	$ 25.00	3/15/2019
2019-13	314 Briarwood Dr	Porch extension	$ 25.00	3/18/2019
2019-12	336 Springmeadow Dr	Rec room in basement	$ 50.00	3/18/2019
2019-14	112 Lopez Ln	Bedroom in basement	$ 25.00	3/18/2019
2019-15	212 Savannah Ridge Dr	Inground pool/fence	$ 75.00	3/27/2019
		TOTAL:	**$ 225.00**	

CONSTRUCTION CODE SERVICES, INC.
BUILDING & FIRE PROTECTION PLAN REVIEW
TRAINING • INSPECTIONS • CODE CONSULTING

2420 Vantage Drive
Elgin, IL 60124

847-428-7010 Main
847--428-3151 FAX

INSPECTION REPORT

Date Range: 03/01/2019 - 03/31/2019

Poplar Grove - Code Enforcement

Thursday, March 7, 2019

Address	Permit Number	Structure Type	Inspection Type	Location	Reinspection	Inspector	Inspection Results	Form Number	Amount
200 Hill Street	-	Commercial Level 1	Code Compliance		☐	Modrzejewski	Approved	253785	0.00
Summary for 'Inspection Date' = 3/7/2019 (1 detail record)					0				0.00

Thursday, March 14, 2019

Address	Permit Number	Structure Type	Inspection Type	Location	Reinspection	Inspector	Inspection Results	Form Number	Amount
200 Hill Street	-	Commercial Level 1	Code Compliance		☐	Modrzejewski	Approved	253797	0.00
Summary for 'Inspection Date' = 3/14/2019 (1 detail record)					0				0.00

Thursday, March 21, 2019

Address	Permit Number	Structure Type	Inspection Type	Location	Reinspection	Inspector	Inspection Results	Form Number	Amount
200 Hill Street	-	Commercial Level 1	Code Compliance		☐	Modrzejewski	Approved	257109	0.00
Summary for 'Inspection Date' = 3/21/2019 (1 detail record)					0				0.00

Poplar Grove - Code Enforcement

Thursday, March 28, 2019

Address	Permit Numbe	Structure Type	Inspection Type	Location	Reinspection	Inspector	Inspection Results	Form Number	Amount
200 Hill Street		Commercial Level I	Code Compliance		☐	Modrzejewsk	Approved	257128	0.00
Summary for 'Inspection Date' = 3/28/2019 (1 detail record)					0				**0.00**

Total Inspections	**4**
Total Reinspections	**0**
Total Amount Due	**0.00**

B & F Construction Code Services, Inc.

Project Report

Project Number: 3121469

Report Date Range: 03/01/2019 - 03/31/2019

Inspection Report By Project Code

Employee 1431 **David Modrzejewski**

Date	Inspection Description		Address	Start Time	End Time	Total Time
3/7/2019						
03/07/2019	Code Compliance	Commercial	200 Hill Street	8:30	15:00	6.50
				Total Time For Date 3/7/2019:		**6.50**
3/14/2019						
03/14/2019	Code Compliance	Commercial	200 Hill Street	8:30	14:00	5.50
				Total Time For Date 3/14/2019:		**5.50**
3/21/2019						
03/21/2019	Code Compliance	Commercial	200 Hill Street	8:30	15:00	6.50
				Total Time For Date 3/21/2019:		**6.50**
3/28/2019						
03/28/2019	Code Compliance	Commercial	200 Hill Street	9:00	15:00	6.00
				Total Time For Date 3/28/2019:		**6.00**
			Total Hours for Project 3121469:			**24.50**

ORDINANCE # 2019-10

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Compliance with all other applicable codes and ordinances.

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

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

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

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

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

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

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

_____
Owen Costanza, Village President

ATTEST:

_____
Karri Anderberg, Village Clerk

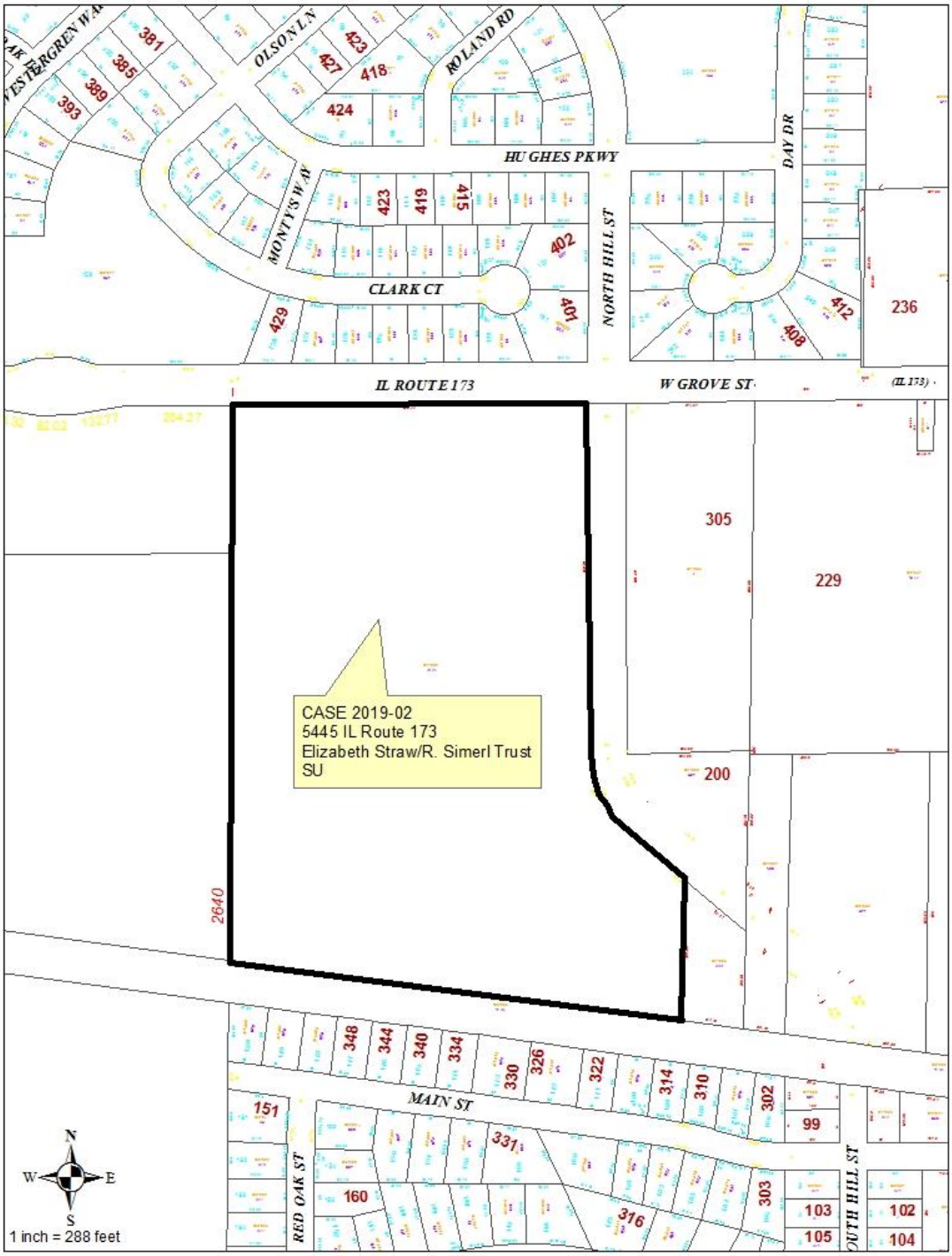
Ayes:____ Nays: ____ Absent ____

Village Board Members Voting Aye:____

Village Board Members Voting Nay:____

Date Published: _____ Sponsor:_____

Attachment A



Attachment B

February 28, 2019



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

0 70 140 Feet

SCALE: 1:866

WIN GIS
Winnebago County Geographic Information System

Memorandum

DATE: March 20, 2019

TO: Village of Poplar Grove Planning and Zoning Commission

FROM: Gina DelRose, Community Development Planner

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Compliance with all other applicable codes and ordinances.

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

ATTACHMENTS

1. Location Map submitted by Planning Staff.

2. Aerial Photo submitted by Planning Staff.

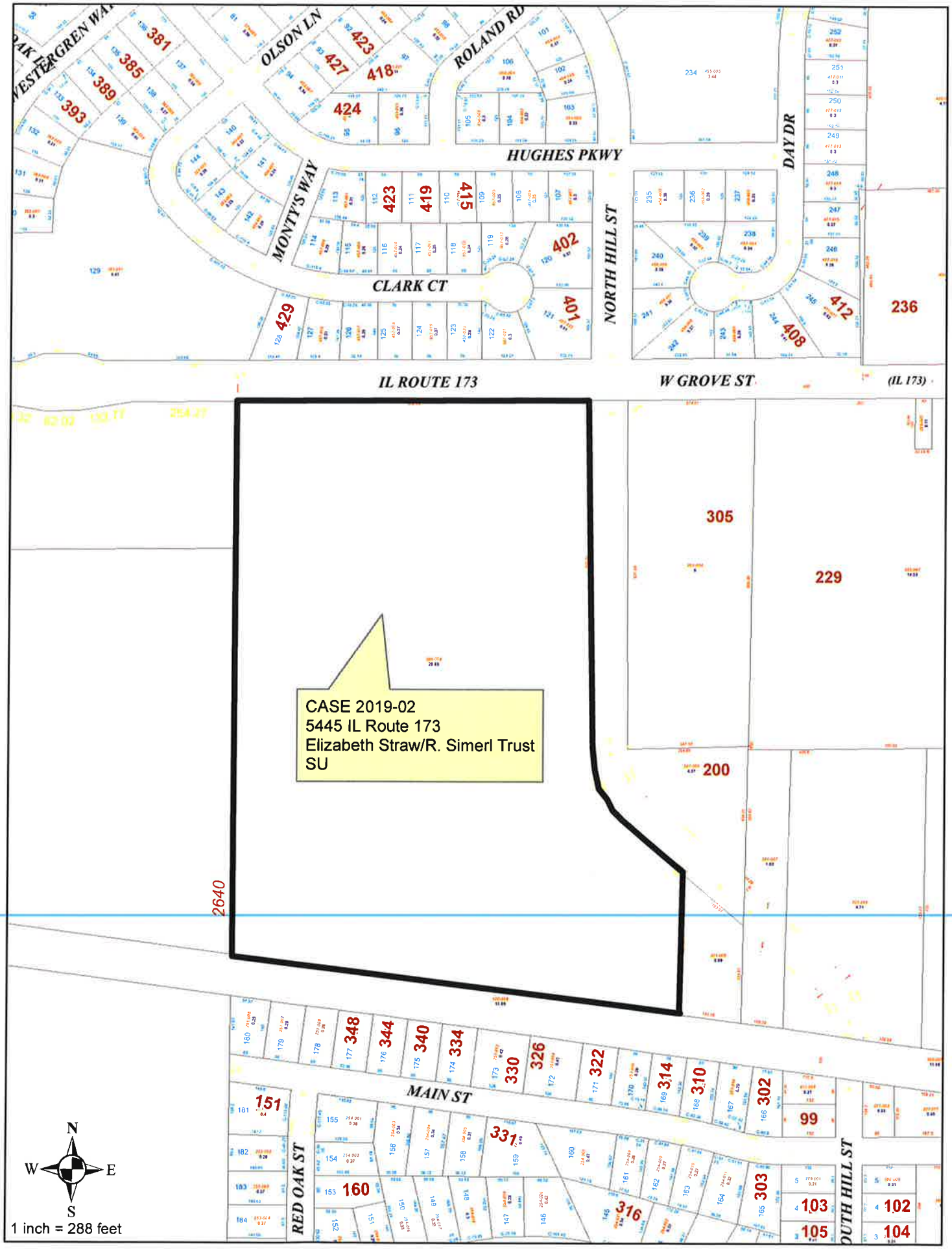
3. Narrative submitted by the Applicant.

4. Site Plan submitted by the Applicant.

5. Pictures submitted by the Applicant.

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

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


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


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

Robinette Simerl Trust - Special Use Narrative

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

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

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

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

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

February 28, 2019



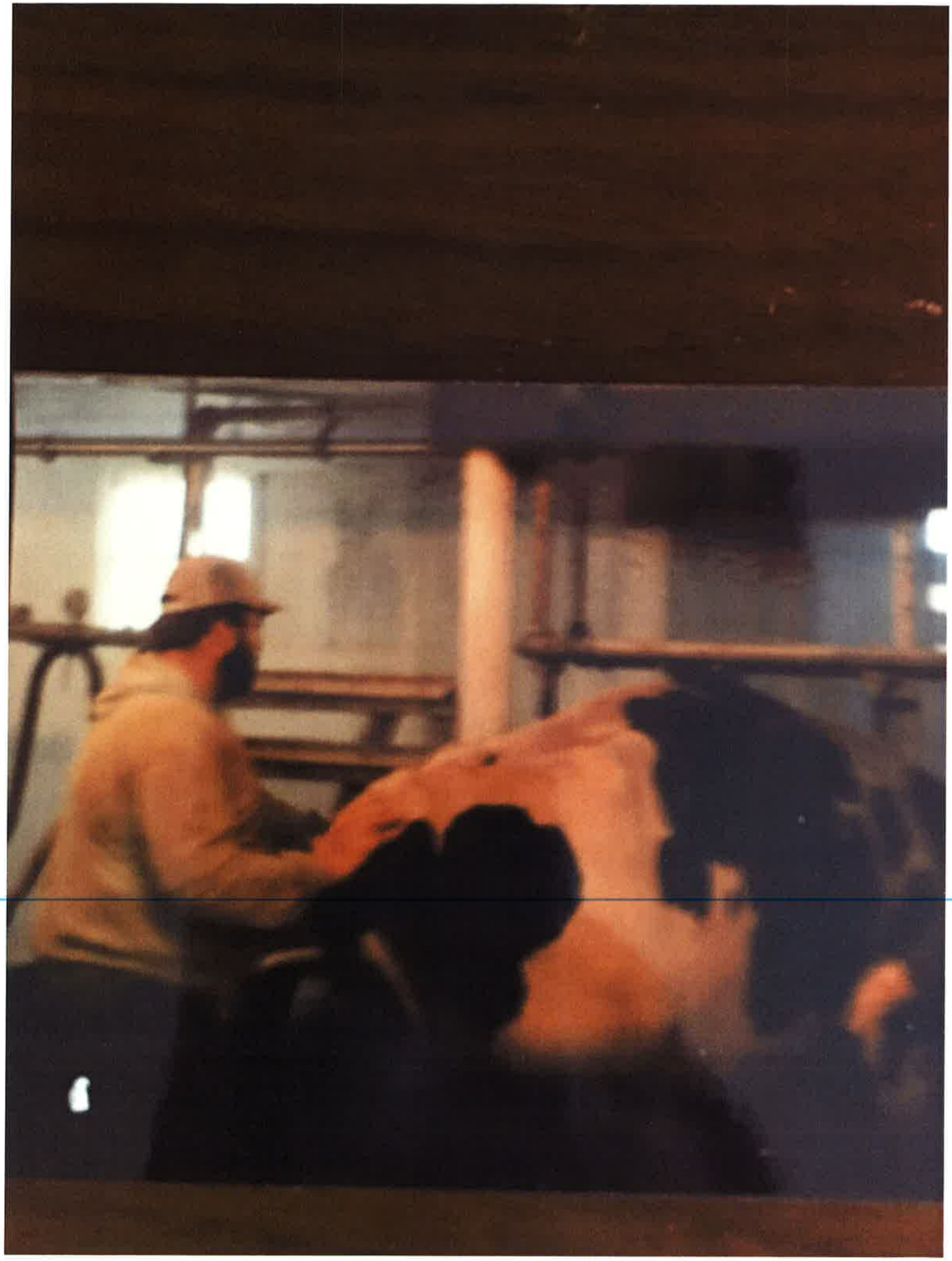
N
W E
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WinGIS cannot and does not warrant the accuracy of property and boundary lines, dimensions of parcels and lots, location of structures or improvements, and topographic or geologic features on the land. Only on-site verification or field surveys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

0 70 140 Feet

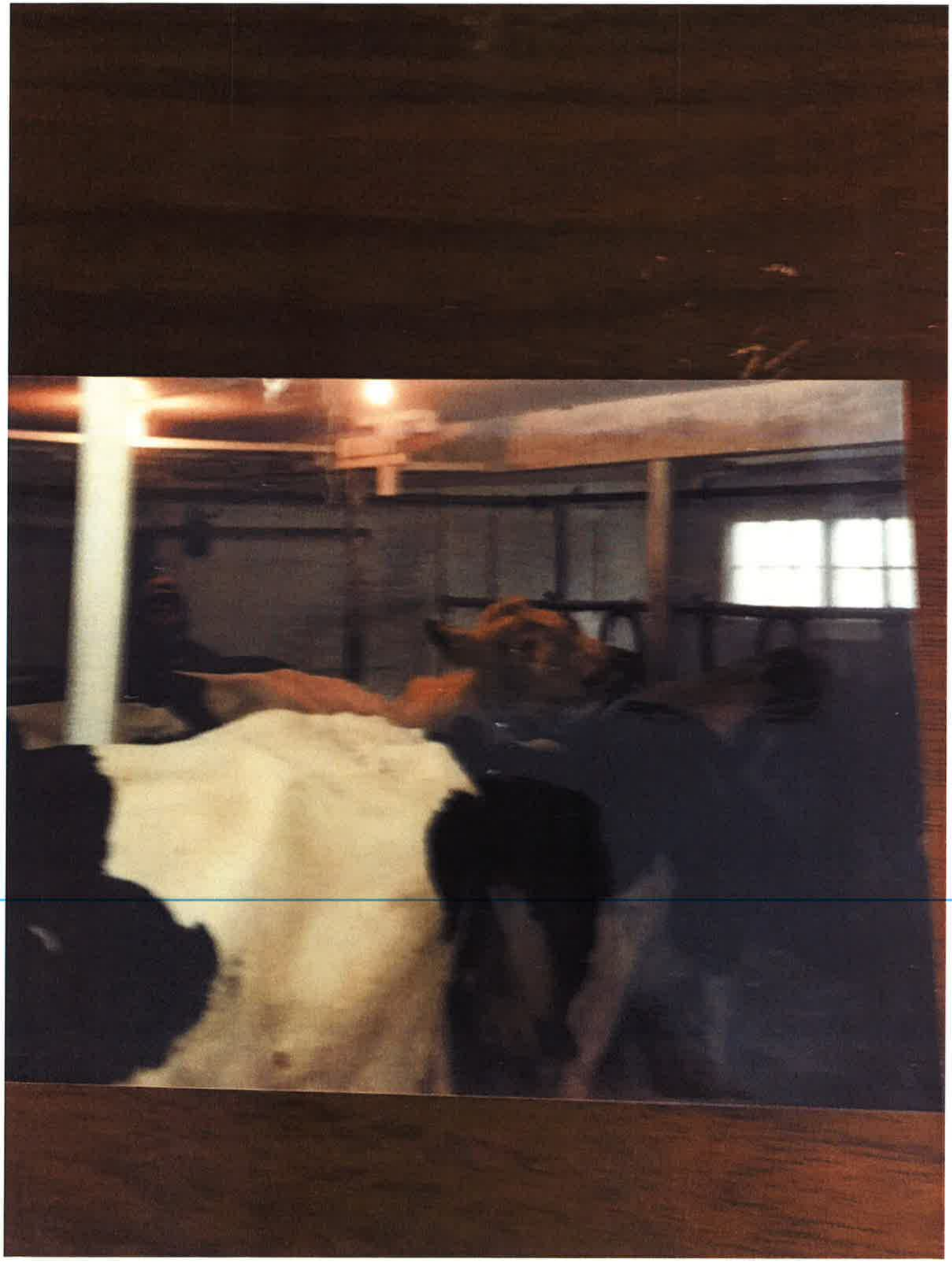
SCALE: 1:866

WINGIS
Winnebago County Geographic Information System









Public Health
Prevent. Promote. Protect.

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

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

March 11, 2019

FAX: 815-547-0789

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

Planning Services for Village of Poplar Grove

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

Dear Gina,

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

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

Thank you,

Amanda Mehl
Administrator of Public Health
skm

Boone County
Soil & Water
Conservation District

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

20 March 2019

SWCD NRI #: 1618

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

Dear Sir/Madam,

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

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

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

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

Request: Special Use to bring back a discontinued use.

Sincerely,

Jennifer Becker

Jennifer Becker
Boone County Soil & Water
Conservation District

Re: Lois Ramon

MEMO

DATE: March 28, 2019

TO: Poplar Grove Village Board

FROM: Village of Poplar Grove Planning and Zoning Commission

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

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

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

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

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

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

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

5. Compliance with all other applicable codes and ordinances.

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

_____
Jake Dykstra, Chairman
Poplar Grove Planning and Zoning Commission

MEMO

DATE: March 28, 2019

TO: Poplar Grove Village Board

FROM: Village of Poplar Grove Planning and Zoning Commission

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

Jake Dykstra, Chairman
Poplar Grove Planning and Zoning Commission

Village of Poplar Grove

APPLICATION FOR LICENSE TO SELL ALCOHOLIC LIQUOR AT RETAIL

Check Class of License Applied for:

X	Class A (6 Day, On Premise, Full Kitchen) $900	o	Class F (BYOB with Food) $150
X	Class B (6 Day, Retail off Premise) $850	o	Class G (Golf) $1,000
o	Class BB (Boutique) $5000	o	Class H (Local Catering) $250
o	Class C (6 Day, Less 12% on Premise) $700	o	Class I (Non-Local Cater) $500
X	Class D (Sunday) $150	o	Class J (Beer Garden) $100
o	Class E (Event) $100		

OFFICE USE ONLY
License No: 2019-ABD-01
Date Issued: _____
License Expires: _____
Liquor: $1900 Gaming: _____
Tobacco: _____ Fees: _____
Cash: _____ Check #: 10299

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

SECTION 1: Applicant Information:

Applicant Name: Ryan Crombie Date of Birth: [redacted]

Address: 201 S. 8th St., S. Beloit, IL Phone: [redacted]

Primary Contact Person: Amber Reid 61080 Phone: ([redacted]

Business Name: Good JuJu, LLC Phone: (_____) _____

d/b/a Name: Good JuJu

Premise Address: 13561 Julie Dr., Poplar Grove, IL 61065

Entity Information (if applicable):

Date of formation: 3/19/19 Illinois Secretary of State Number: 07676069

Assumed Name; If any: _____

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: LHC Properties, LLC *(if leased, attach a copy of the lease to the application)*

Renter of Premises: Good JuJu, LLC 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 person, 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: Society Insurance Policy Number: BP19010404

Coverage Limit: 1,000,000 Policy Effective Date: 3/22/19 Expiration Date: 3/22/20

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: Ryan (First) James (Middle) Crombie (Last)

[redacted] (Date of Birth) [redacted] (Driver's License No.) IL (State) Manager (Title) 100 (% Ownership)

2) Name: _____ (First) _____ (Middle) _____ (Last)

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

3) Name: _____ (First) _____ (Middle) _____ (Last)

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

4) Name: _____ (First) _____ (Middle) _____ (Last)

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

5) Name: _____ (First) _____ (Middle) _____ (Last)

_____ (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)
Manager	
(TITLE OR POSITION)	(TITLE OR POSITION)
3/26/19	
(DATE SIGNED)	(DATE SIGNED)

STATE OF Illinois)

COUNTY OF Winnebago) SS

AMBER REID
Official Seal
Notary Public - State of Illinois
My Commission Expires Feb 13, 2023

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 26 DAY OF March, 2019

NOTARY PUBLIC

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.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

GOODJUJ-01 SLIPSKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Corkill Insurance Agency, Inc. 6000 E. State Street, Ste 501 Rockford, IL 61108	PHONE (A/C, No, Ext): (847) 758-1000	FAX (A/C, No): (847) 758-1200
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Society Insurance	15261
INSURED	INSURER B :	
Good Juju LLC 201 S. 8th St. South Beloit, IL 61080	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			BP19010404	3/22/2019	3/22/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CA19010405	3/22/2019	3/22/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			UM19010416	3/22/2019	3/22/2020	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Liquor Liability			BP19010404	3/22/2019	3/22/2020		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Village of Poplar Grove is Additional Insured for General Liability if required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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LEASE

13561 Julie Dr.

Poplar Grove, IL 61065

LHC Properties, LLC, Landlord

and

Dollar Bar, LLC, Tenant
13561 Julie Dr.
Poplar Grove, IL 61065

Dated: 1/19/2019

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LEASE

This Lease (this "Lease") is entered into as of April 1, 2019, by and between **LHC Properties, LLC, as Landlord** and **Dollar Bar, LLC, as Tenant.**

ARTICLE I. Definitions

1.1 Capitalized terms used in this Lease have the meanings ascribed to them on the attached Exhibit A, the terms of which are incorporated into and made a part of this Lease by this reference.

ARTICLE II. Granting Clause

2.1 In consideration of the obligation of Tenant to pay rent and other charges as herein provided and in consideration of the other terms, covenants and conditions hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord the Premises TO HAVE AND TO HOLD during the Term, all upon the terms and conditions set forth in this Lease.

ARTICLE III. Rent

3.1 Tenant covenants and agrees to pay to Landlord, without set off, deduction or demand, at LHC Properties, LLC, 201 S. 8th St., South Beloit, IL 61080, or at such other place as Landlord may designate in writing to Tenant, annual rental ("Rent") at the following rates and times:

3.2 Term - Five Year with Two/5 year Options.

Period	Per Sq. Ft. Rent Rate	Square Footage	Monthly Minimum Rent	Annual Minimum Rent
Yr. 1 – 2	$12.00	2,000	$2,000.00	$24,000.00
Yr. 3 – 5	$13.00	2,000	$2,167.00	$26,004.00

Period	Per Sq. Ft. CAM	Square Footage	Monthly CAM	Annual CAM
Yr. 1 -2	$3.00	2,000	$500.00	$6,000.00
Yr. 3 -5	$3.50	2,000	$584.00	$7,008.00

The Rent shall be payable monthly, in advance, in equal installments as set forth above, commencing on the Rent Commencement Date and continuing on the first day of each and every month of the Term thereafter for the next succeeding months during the balance of the Term. If the Rent Commencement Date is on a date other than the first day of a calendar month (i) Rent for the month containing the Rent Commencement Date shall be prorated based upon the ratio that the number of days in the Term within such month bears to the total number of days in such month, and (ii) the initial monthly rental period shall cover the month containing the Rent Commencement Date and the following month.

3.3 Landlord agrees to maintain and keep the common areas in good condition and repair and in a manner appropriate for the best interests of the occupants of the Shopping Center, except that Landlord and Tenant agree to the following responsibilities:
Tenant is responsible for maintenance items in Tenant's specific interior space and for Tenant's own utilities (gas,

electric, phone, etc...) and general maintenance, service, repairs and replacement, including but not limited to, Tenant's specific HVAC system, furnaces, air conditioners, plumbing, and electrical. Tenant is responsible for exterior snow removal for all sidewalks on the Shopping Center Premises. Landlord is responsible for exterior snow removal for parking lot. Landlord is responsible for maintenance to roof and exterior building elements, but Tenant is responsible for service, repairs and replacement for all windows and doors (interior and exterior) if damaged due to vandalism or overuse.

3.4 In the event any payment due from Tenant is not received within five (5) days after notice from Landlord, then, in addition to the past due amount, Tenant shall pay to Landlord an interest charge on the past due installment, as Additional Rent, in order to compensate Landlord for its administrative and other overhead expense. The past due amount shall bear interest at the Interest Rate, such interest to accrue continuously on any unpaid balance due to Landlord by Tenant during the period commencing with the aforesaid due date and terminating with the date on which Tenant makes full payment of all amounts owing to Landlord at the time of said payment. Any such interest shall be payable as Additional Rent hereunder and shall be payable immediately on demand. Tenant's covenants to pay Rent and Additional Rent are independent of any other covenant, condition, provision or agreement herein or elsewhere contained.

ARTICLE IV. Gross Sales; Reports and Records

4.1 Reserved.

4.2 Reserved.

ARTICLE V. Common Area

5.1 Landlord agrees to maintain and keep the common areas in good condition and repair and in a manner appropriate for the best interests of the occupants of the Shopping Center. Landlord shall not change the dimensions and location of the Common Area. Landlord may from time to time construct additional buildings, additions to existing buildings, additional stories to existing buildings and other improvements in the Shopping Center, to eliminate buildings from the Shopping Center, to increase the land size of the Shopping Center, and to change the name, address, number or designation by which the Shopping Center is commonly known. Tenant shall have the nonexclusive right to use the portions of the Common Area designated for such use from time to time, such use to be in common with Landlord, other occupants of the Shopping Center and other persons entitled to use the same, and subject to such reasonable rules and regulations as Landlord may from time to time prescribe, including the designation of specific areas within the Shopping Center or in reasonable proximity thereto in which automobiles owned by Tenant, its employees, subtenants, licensees and concessionaires shall be parked. Tenant will furnish to Landlord upon request a complete list of license numbers of all automobiles operated by Tenant, its employees, subtenants, licensees or concessionaires. If Tenant fails to abide by any parking designations established by Landlord, then Tenant will pay a fine of $10 for each day any such car is parked in areas other than those designated by Landlord and, in addition to any other remedies available to Landlord, Landlord may tow any automobiles that are parked in areas other than those designated by Landlord. **Landlord may also unilaterally terminate this Lease immediately for Tenant's breach of this paragraph.** Tenant shall not solicit business or display merchandise within the Common Area, or distribute handbills therein, or take any action that would interfere with the rights of other persons to use the Common Area without the prior written consent of the Landlord. Landlord may close any part of the Common Area for such periods of time as may be necessary to prevent the public from obtaining prescriptive rights or to make repairs or alterations. No implied easements are granted by this Lease.

ARTICLE VI. Use and Care of Premises

6.1 The Premises shall initially be used as a Slot Parlor. Tenant shall use in the transaction of business in the Premises the Trade Name; provided, however, in the event Tenant is transacting business in the majority of its stores in the greater Belvidere/Rockford, Illinois metropolitan area under a different trade name, Tenant shall transact business in Premises under the same trade name as used in the majority of its stores. Tenant shall not at any time leave the Premises vacant, but shall in good faith continuously throughout the Term conduct in the entire Premises the Permitted Use. Tenant shall provide for its members' use cardio and strength training equipment, and shall, except during reasonable periods of repairing, cleaning and decorating, keep the Premises accessible to its members and open to the public no less than the minimum operating hours set forth in Exhibit E. Landlord acknowledges Tenant's business may become a twenty-four (24) hour-a-day fitness center, that if that should happen, most of the time no one will be present on behalf of Tenant, and that the premises may be open and available for member use without direct supervision of Tenant, it's owners and employees. Acknowledgment of this fact by Landlord shall in no way increase Landlord's obligations or liability under this Lease.

6.2 In addition to other restrictions on the use of the Premises, the Premises is expressly prohibited from all uses set forth on Exhibit F attached hereto and made a part hereof.

6.3 Tenant shall not, without Landlord's prior written consent, keep anything within the Premises for any purpose which increases the insurance premium cost or invalidates any insurance policy carried on the Premises or other part of the Shopping Center. Tenant shall pay as Additional Rental, upon demand of Landlord, any such increased premium cost due to Tenant's use or occupancy of the Premises.

6.4 Tenant shall not (i) conduct within the Premises any fire, auction or bankruptcy sales, (ii) advertise that Tenant is "going out of business", (iii) permit any objectionable or unpleasant odors or noises to emanate from the Premises, (iv) place or permit any radio, television, loud-speaker or amplifier on the roof or outside the Premises or where the same can be seen or heard from outside the building or in the Common Area, (v) place an antenna, awning fix spring or other projection on the exterior of the Premises, (vi) solicit business or distribute leaflets or other advertising material in the Common Area, (vii) operate or permit the operation of any amusement or arcade type games in the Premises, (viii) use, or permit to be used, the sidewalks adjacent to the Premises, or any other premises outside such space for the sale or display of any merchandise or for any other business, occupation or undertaking, (ix) use or permit to be used within the Common Area any automobiles, trailers, vans or other vehicles advertising the business of Tenant or any good or service provided by Tenant, or (x) take any other action which would constitute a nuisance or would disturb or endanger other tenants of the Shopping Center or interfere with their use of their respective premises. The provisions of paragraphs 6.4(iv), (vi), (viii), and (ix) shall not apply where Landlord has agreed in writing to such conduct or as set forth on Exhibit H hereof.

6.5 Tenant shall include the address and identity of its business activities in the Premises in all advertisements made by Tenant in which the address and identity of any similar local business activity of Tenant is mentioned.

6.6 Tenant shall (i) procure and maintain all permits and licenses required for the transaction of its business in the Premises, (ii) comply with all applicable Laws, ordinances, orders, rules and regulations relating to the use, condition and occupancy of the Premises including, without limitation, the Act, and (iii) comply with the rules and regulations set forth on Exhibit G attached hereto and made a part hereof, and with such additional and revised rules as shall be promulgated by Landlord from time to time. Such revised rules shall not interfere with Tenant's reasonable use of the property.

ARTICLE VII. Maintenance and Repair

7.1 Except to the extent that Tenant is obligated to maintain, repair and replace under Sec. 7.2, Landlord shall perform and pay for all maintenance, repair and replacement necessary to keep the Premises and the building in good order, condition and repair, consistent with similarly situated shopping centers, including the roof, gutters and down-spouts, floor slab, foundation , footings and all structural portions thereof, interior and exterior, all exterior walls, the structural components thereof, accumulation of mold or other adverse conditions arising from water or moisture coming from the roof, walls or structure of the Premises, electrical and plumbing outside of the premises and HVAC replacement, except that Landlord shall not be required to make any repairs occasioned by the act or negligence of Tenant, its agents, employees, invitees, subtenants, licensees or concessionaires, which repairs shall be made by Tenant. In addition, Landlord and Tenant have agreed to specific responsibilities as outlined in paragraph 3.3. In the event the Premises should become in need of repairs required to be made by Landlord hereunder, Tenant shall give immediate written notice thereof to Landlord and Landlord shall not be responsible in any way for failure to make any such repairs until a reasonable time shall have elapsed after delivery of such written notice.

7.2 In addition to Landlord's and Tenant's specifically agreed to responsibilities as outlined in paragraph 3.3, Tenant shall, at its sole cost and expense, (i) keep the interior of the Premises in good condition, free from waste at all times and keep the sidewalks and service-ways adjacent to the Premises neat, clean and free from snow, ice, dirt, rubbish, insects and pests at all times, (ii) make all needed repairs and replacements (except for repairs and replacements required to be made by Landlord) to the Premises, including repairs of the HYAC system, cracked or broken glass, (iv) maintain all display windows in a neat, attractive condition, and shall keep all display windows and exterior electric signs in front of the Premises lighted during such hours as Landlord shall require and not less than the hours that Tenant's members have access to the premises, and (v) store all trash and garbage within the area designated by Landlord for such trash pickup and removal and only in receptacles of the size, design and color from time to time prescribed by Landlord; Tenant is responsible for all costs relating to trash and garbage collection for their specific space. If any repairs, replacements or other action required to be made or taken by Tenant hereunder are not made or taken within 10 days after written notice delivered to Tenant by Landlord, Landlord may, at its option, make such repairs or replacements or take such action without liability to Tenant for any loss or damage which may result to its stock or business by reason of such repairs, replacements or actions and Tenant shall pay to Landlord immediately upon demand as Additional Rent hereunder the cost of such repairs, replacements or actions. Landlord may also unilaterally terminate this Lease immediately for Tenant's breach of this paragraph.

ARTICLE VIII. Alterations

8.1 Tenant shall not make any modifications, improvements, alterations, additions or installations in or to the Premises (hereinafter referred to in this Section as the "work") without Landlord's prior written consent, which consent shall not be unreasonably withheld other than for any work affecting the structural, electrical or mechanical systems of the Premises or the Shopping Center or affecting the exterior of the Premises or the Shopping Center. Along with any request for Landlord's consent and before commencement of any work or delivery of any materials to be used in any work to the Premises or into the Shopping Center, Tenant shall furnish Landlord with plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and licenses, and an indemnification in such form and amount as may be reasonably satisfactory to Landlord and a performance bond executed by a commercial surety reasonably satisfactory to Landlord, and in an amount equal to such work and the payment of all liens for labor and material arising therefrom. Tenant agrees to indemnify, defend and hold Landlord forever harmless from any and all claims and liabilities of any kind and description which may arise out of or be connected in any way with such work. All such work shall be done only by contractors or mechanics reasonably approved by Landlord and at such time and in such manner as Landlord may from time to time reasonably designate. Tenant shall pay the cost of all such work (including a reasonable charge for Landlord's services and for Landlord's inspection and engineering time), and also the cost of painting, restoring or repairing the Premises and the Shopping Center occasioned by such work. Upon completion of the work, Tenant shall furnish Landlord with contractor's affidavits and full and final waivers of liens and receipted bills covering all labor and materials expended and used. All such work shall comply with all insurance requirements and all laws, ordinances, rules and regulations of all governmental authorities (including, without limitation, the Act) and shall be constructed in a good and workmanlike and lien-free manner. Tenant shall permit Landlord to inspect construction operations in connection with any such work. Tenant shall not be allowed to make any modifications, improvements, alterations, additions or installations if such action results or would result in a labor dispute or otherwise would materially interfere with Landlord's operation of the Shopping Center. Subject to applicable federal and state law, in the event any work results in a labor dispute, Tenant shall cause such work to be halted immediately, remove the workers, contractors or mechanics responsible for such dispute and replace the same with workers, contractors and mechanics acceptable to Landlord and whose work will not (in the sole and absolute discretion of Landlord) result in a labor dispute.

ARTICLE IX. Landlord's Right of Access; Use of Roof

9.1 Landlord shall have the right to enter upon the Premises at any reasonable time for the purpose of inspecting the same, or of making repairs to the Premises, or of making repairs, alterations or additions to adjacent premises, or of showing the Premises to prospective purchasers, tenants or lenders. To the extent practicable, Landlord shall provide Tenant prior notice of his access to the premises to perform repairs or otherwise.

9.2 Use of the roof above the Premises is reserved to Landlord.

ARTICLE X. Signs;

10.1 Tenant shall not, without Landlord's prior written consent (i) make any changes to or paint the store front; (ii) install any exterior lighting, decorations, banners or temporary or portable signs; *or* (ii i) affix signs, advertisements, banners, or other material to the inside or outside of store windows nor to any doors, columns or storefront walls. All interior signage must be tastefully and professionally done and the use of hand scribed signs of any kind is expressly prohibited. Landlord reserves the right to remove unauthorized signage. Landlord approves of existing signage on the storefront and pylon sign and approves of an additional sign on the back of the building at Tenant's sole expense.

10.2 Tenant agrees to have erected and/or installed and fully operative within 30 days from the Commencement Date all signs in accordance with Landlord's sign criteria, and in accordance with all applicable laws and regulations. Tenant, upon vacation of the Premises, or the removal or alteration of its sign for any reason, shall be responsible for the repair, painting, and/or replacement of the building fascia surface where signs are attached.

10.3 Any signs or lettering placed on storefronts shall be paid for by Tenant.

ARTICLE XI. Utilities

1 1.1 Tenant shall pay for all electricity, gas, telephone or other utility service provided to the Premises. Tenant shall not use any energy source other than electricity and gas as a source for fuel, heat, light, air conditioning or cooking.

1 1.2 Tenant shall pay the cost for all heating, air conditioning and ventilation service provided to the Premises, including the cost of maintenance and repair. During the air conditioning season, Tenant shall maintain the temperature of the Premises at reasonably comfortable levels in Landlord's reasonable discretion. Tenant shall maintain a preventative maintenance contract on HVAC units in the Premises, which contract shall provide for periodic maintenance by a qualified contractor in accordance with manufacturers specifications.

11.3 Landlord may, if it so elects, furnish one or more utility services to Tenant, and in such event Tenant shall purchase the use of such services as are tendered by Landlord,and shall pay on demand as Additional Rent the rates established therefor by Landlord, which shall not exceed the rates which would be charged for the same service if furnished directly by the local public utility companies. Landlord may at any time discontinue furnishing any such service without obligation to Tenant other than to connect the Premises to the public utility, if any, furnishing such service.

11.4 Landlord shall not be liable in damages or otherwise, nor shall there be an abatement of rents, nor shall the same constitute an eviction of Tenant, if the furnishing by any supplier of any utility service, telephone service or other service to the Premises shall be interrupted, reduce d, curtailed or impaired by fire, accident, riot, strike, act of God, the making of repairs, alterations or improvements, or by any causes beyond Landlord's control.

ARTICLE XII. Insurance

12.1 Landlord shall keep the Shopping Center insured for the benefit of Landlord in an amount equivalent to the full replacement value thereof (excluding foundation, grading and excavation costs) against:

(a) loss or damage by fire; and

(b) such other risk or risks of a similar or dissimilar nature as are now or may in the future be, customarily covered with respect to buildings and improvements similar in construction, general location, use, occupancy and design to the Shopping Center, including, but without limiting the generality of the foregoing, windstorms, hail, explosion, vandalism, malicious mischief, terrorism, civil commotion and such other coverage as may be deemed necessary by Landlord, provided such additional coverage is obtainable and provided such additional coverage is such as is customarily carried with respect to buildings and improvements similar in construction, general location, use, occupancy and design to the Shopping Center.

These insurance provisions shall in no way limit or modify any of the obligations of Tenant under any provision of this Lease. Landlord agrees that such policy or policies of insurance shall contain a waiver of subrogation clause as to Tenant, and Landlord waives, releases and discharges Tenant from all claims or demands whatsoever which Landlord may have or acquire arising out of damage to or destruction of the Shopping Center or Landlord's business therein occasioned by fire or other cause, which such claim or demand may arise because of the negligence or fault of Tenant and its agents, contractors, servants, employees, licensees, customers, business invitees or otherwise, and Landlord agrees to look to the insurance coverage only in the event of such loss.

12.2 Tenant shall keep all of its machinery, equipment, furniture, fixtures, plate glass, inventory, goods, personal property (including also property under the care, custody or control of Tenant) and business interests which may be located in, upon or about the Premises insured for the benefit of Tenant in an amount equivalent to the full replacement value or insurable value thereof against:

(a) loss or damage by fire; and

(b) such other risk or risks of a similar or dissimilar nature as are now, or may in the future be, customarily covered with respect to a tenant's machinery, equipment, furniture, fixtures, inventory, goods, personal property and business located in a building similar in construction , general location, use, occupancy and design to the Shopping Center, including, but without limiting the generality of the foregoing, windstorms, hail, explosions, vandalism, theft, malicious mischief, civil commotion and such other coverage as Tenant may deem appropriate or necessary.

Tenant agrees that such policy or policies of insurance shall contain a waiver of subrogation clause as to Landlord, and Tenant waives, releases and discharges Landlord from all claims or demands whatsoever which Tenant may have or acquire arising out of damage to or destruction of the machinery, equipment, furniture, fixtures, inventory, goods, personal property and business of Tenant occasioned by fire or other cause, whether such claim or demand may arise because of the negligence or fault of Landlord and its agents, contractors, servants, employees, licensees or otherwise, and Tenant agrees to look to the insurance coverage only in the event of such loss.

12.3 Landlord shall maintain, for its benefit and the benefit of its managing agent, general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Shopping Center, such insurance to afford protection to Landlord and its managing agent.

12.4 Tenant shall procure and maintain throughout the Term, at its sole cost and expense, a policy of commercial general liability insurance, insuring Landlord, Landlord's management agent and Tenant against all

claims, demands or actions arising out of or in connection with Tenant's use or occupancy of the Premises, or the condition of the Premises, with a combined single limit of not less than $3,000,000 for bodily injury including death of any one person or any one accident and in respect to property damaged or destroyed, and to be written by insurance companies reasonably satisfactory to Landlord. Tenant shall obtain a written obligation on the part of its insurance company to notify Landlord at least 30 days prior to cancellation of such insurance. Such policies or duly executed binders of insurance shall be delivered to Landlord at least 30 days prior to the expiration of the policy term. The minimum limits of the commercial general liability policy of insurance shall in no way limit or diminish Tenant's liability. At such time as insurance limits required of tenants in shopping centers in the area in which the Shopping Center is located are generally increased to greater amounts, Landlord shall have the right to require such greater limits as may then be customary. Tenant agrees to include in such policy contractual liability coverage insuring Tenant's indemnification obligations herein. Any such coverage shall be deemed primary to any liability coverage secured by Landlord. If Tenant shall serve, dispense or sell alcoholic beverages of any kind in the Premises, Tenant shall comply with the Dram Shop requirements under Illinois law and shall obtain insurance for such protection as required by Landlord.

12.5 Tenant agrees to indemnify, defend and hold harmless Landlord and Landlord's management agent from and against all losses, damages, costs and expenses resulting from or relating to any injury to person or damage to or loss of property (i) on or about the Premises, (ii) on or about the Common Area and caused by negligence or misconduct of Tenant, its employees, subtenants, licensees or concessionaires, (iii) arising out of the use of the Premises by Tenant and the conduct of its business therein, or (iv) arising out of any breach or default by Tenant in the performance of its obligations hereunder.

12.6 Landlord and Landlord's agents shall not be liable to Tenant or any other person or entity whomsoever for any injury to person or damage to property caused by the Premises or other portions of the Shopping Center becoming out of repair or by defect in or failure of equipment, pipes or wiring, or broken glass, or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the Premises, nor shall Landlord be liable to Tenant or any other person or entity whomsoever for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of the Shopping Center or of any other persons or entities whomsoever. All property in the Shopping Center or on the Premises belonging to Tenant or its agents, contractors, servants, employees, licensees, customers or business invitees or otherwise located at the Premises shall be at the risk of Tenant only, and Landlord shall not be liable for damage thereto or theft, misappropriation or loss thereof, and Tenant agrees to defend, indemnify and hold harmless Landlord and its agents from and against claims and liability for injuries to such property or theft, misappropriation or loss thereof.

ARTICLE XIII. Damage by Fire or Other Casualty

13.1 If fire or other casualty shall render the whole or any portion of the Premises (other than the Leasehold Improvements) untenantable, and if the Premises can reasonably be expected to be repaired within 270 days from the date of such event, then Landlord shall repair and restore the Premises (other than the Leasehold Improvements) to as near their condition prior to the fire or other casualty as is reasonably possible (subject to delays for causes beyond Landlord's reasonable control) and this Lease shall remain in full force and effect, but Minimum Rent for the period during which the Premises is untenantable shall be abated pro rata (based upon the portion of the Premises which is untenantable).

13.2 If fire or other casualty shall render the whole or any portion of the Premises untenantable and the Premises (other than the Leasehold Improvements) cannot reasonably be expected to be repaired within 270 days from the date of such event, then either party, by notice in writing to the other mailed within 90 days from the date of such damage or destruction, may terminate this Lease effective upon a date within 30 days from the date of such notice.

13.3 In the event that more than 50% of the value of the Shopping Center is damaged or destroyed by fire or other casualty, and irrespective of whether such damage or destruction can be repaired within 270 days thereafter, then at Landlord's option, by written notice to Tenant mailed within 90 days from the date of such damage or destruction, Landlord may terminate this Lease effective upon a date within 30 days from the date of such notice to Tenant.

13.4 If this Lease is not terminated following the occurrence of fire or other casualty as provided above, then Landlord shall repair and restore the Premises (other than the Leasehold Improvements) to as near their condition prior to the fire or other casualty as is reasonably possible with all due diligence and speed (subject to delays for causes beyond Landlord's reasonable control) and Minimum Rent for the period during which the Premises is untenantable shall be abated pro rata (based upon the portion of the Premises which is untenantable). In no event shall Landlord be obligated to repair or restore any special equipment or improvements installed by Tenant, it being understood that Landlord's restoration obligations shall be limited to restoration of the Cold Shell. Landlord's obligation to restore under this Article shall in any event be limited to the extent of the insurance proceeds available to Landlord for such restoration, and Tenant agrees that promptly after completion of such work by Landlord, it will proceed with reasonable diligence and at its sole cost and expense to rebuild, repair and restore its signs, fixtures, equipment and to construct and install leasehold improvements of the same type and character as the Leasehold Improvements. Any such rebuilding and restoration shall be performed in accordance with the construct ion procedures set forth in Exhibit D-1.

13.5 Notwithstanding the foregoing provisions of this Article, Landlord may terminate this Lease with no further liability to Tenant whatsoever in the event that following any fire or other casualty of any part of the Shopping Center, any party holding a mortgage, trust deed or similar lien on Landlord's interest in the Shopping Center elects to require the application of the insurance proceeds to reduce the indebtedness secured by such mortgage, trust deed or similar lien.

13.6 In the event of a termination of this Lease pursuant to this Article, rent shall be apportioned on a per diem basis and paid to the date of such termination.

ARTICLE XIV. Eminent Domain

14.1 If the whole of or any substantial part of the Premises is taken by any public authority under the power of eminent domain so as to render the remaining portion of the Premises unsuitable for the purposes intended hereunder, then the Term shall cease as of the day possession shall be taken by such public authority.

14.2 In the event that 25% or more of the building area of the Shopping Center or 25% or more of the Common Area is taken by public authority under the power of eminent domain, then, at the option of Landlord or Tenant, by written notice to the other party, mailed within 60 days from the date possession shall be taken by such public authority, Landlord or Tenant, as the case may be, may terminate this Lease effective upon a date within 30 days from the date of such notice to the other party.

14.3 All damages awarded for any taking under the power of eminent domain shall belong to and be the property of Landlord, Tenant hereby assigning to Landlord its interest, if any, in said award. Notwithstanding the foregoing, Tenant shall have the right to prove in any condemnation proceedings and to receive any separate award which may be made for damages to or condemnation of Tenant's movable trade fixtures and equipment and for moving expenses; provided, however; Tenant shall in no event have any right to receive any award for its interest in this Lease or for loss of leasehold, and any such award shall not reduce amounts that would otherwise be available to Landlord.

14.4 In the event of a taking by any public authority under the power of eminent domain and this Lease is not terminated, (i) Landlord shall, at its sole cost and expense, restore the Premises (other than the Leasehold Improvements) to a complete architectural unit (but Landlord's restoration obligations shall be limited to restoration of the Cold Shell and shall be limited to the extent of the condemnation award available to Landlord), (ii) Tenant agrees that promptly after completion of such work by Landlord, it will proceed with reasonable diligence and at its sole cost and expense to rebuild, repair and restore its signs, fixtures, equipment and to construct and install leasehold improvements of a character and type substantially similar to the Leasehold Improvements, and such rebuilding and restoration shall be performed in accordance with the construction procedures set forth in Exhibit D-1 and shall be subject to Rent provided for herein during the period from and after the date of delivery of possession pursuant to such proceedings to the termination of this Lease shall be reduced to a sum equal to the product of Rent provided for herein multiplied by a fraction, the numerator of which is the fair market rent of the Premises after such taking and after the same has been restored to a complete architectural unit, and the denominator of which is the fair market rent of the Premises prior to such taking.

14.5 Notwithstanding the foregoing provisions of this Article, Landlord may terminate this Lease with no further liability to Tenant whatsoever in the event that following any taking of any part of the Shopping Center by right of eminent domain, or any conveyance in lieu thereof, any party holding a mortgage, trust deed or similar lien on Landlord's interest in the Shopping Center elects to require the application of an award or payment for the taking or conveyance in lieu thereof to reduce the indebtedness secured by such mortgage, trust deed or similar lien.

14.6 In the event of a termination of this Lease pursuant to this Article, rent shall be apportioned on a per diem basis and paid to the date of such termination.

ARTICLE XV. Assignment and Subletting

15.1 Tenant shall not assign or transfer this Lease or any estate or interest therein, or permit any such assignment or transfer, by operation of law or otherwise, or sublet the Premises or any part thereof, or grant any license, concession or other right to occupy any portion of the Premises, without in each case the prior written consent of Landlord, which consent shall not be unreasonably withheld nor delayed. Consent by Landlord to one or more assignment(s)or subletting(s) shall not operate as a waiver of Landlord's rights as to any subsequent assignments or subletting's. For purposes of this Lease, change of control of Tenant or change of ownership of a majority interest in Tenant shall constitute an assignment of this Lease.

15.2 Tenant shall give Landlord notice of any assignment or sublease proposed to be made by Tenant, including a copy of all documents evidencing the agreement for such sublease or assignment, at least 30 days prior to the proposed effective date for such sublease or assignment

15.3 Notwithstanding any assignment or subletting, Tenant and any guarantor of Tenant's obligations under this Lease shall at all times remain fully liable for the performance of all of Tenant's obligations under this Lease (notwithstanding future assignments, subletting's, and regardless of whether or not Tenant's approval has been obtained for such future assignments or subletting's). The sub lessee or assignee shall agree in a form satisfactory to Landlord to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease to the extent of the space sublet or assigned, and Tenant shall deliver to Landlord promptly after execution an executed copy of each such sublease or assignment and an agreement of compliance by each such sub lessee or assignee.

15.4 Any sale, assignment, mortgage, transfer or subletting of this Lease which is not in compliance with the provision s of this Article shall be of no effect and void. All rentals paid to Tenant by an assignee or sub lessee shall be received by Tenant in trust for Landlord, to be forwarded immediately to Landlord without offset or reduction of any kind, and upon election by Landlord such rentals shall be paid directly to Landlord (to be applied as a credit and offset to Tenant's rental obligations).

15.5 In the event of the transfer and assignment by Landlord of its interest in this Lease, Landlord shall

thereby be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of the Landlord for performance of such obligations. Any security given by Tenant to secure performance of Tenant's obligations hereunder may be assigned and transferred by Landlord to such successor in interest, and Landlord shall thereby be discharged of any further obligation relating thereto.

15.6 Tenant shall not mortgage, pledge or otherwise encumber its interest in this Lease or in the Premises.

15.7 Tenant shall pay all reasonable costs incurred by Landlord in connection with any proposed assignment or sublease and shall pay any brokerage commission incurred by reason of any such proposed assignment or sublease.

ARTICLE XVI. Default and Remedies

16.1 Each of the following events shall be deemed to be an "Event of Default" by Tenant under this Lease:

(a) Tenant shall fail to pay any installment of Rent, Additional Rent or any other payment due hereunder, and such failure shall continue for a period of 10 days after written notification from Landlord.

(b) Tenant shall fail to comply with any term, provision or covenant of this Lease, other than as described in subsection (a). Such failure shall be an automatic Event of Default without any notice thereof or opportunity to cure.

(c) (i) the Premises shall be used for purposes other than the Permitted Use, (ii) Tenant breaches its covenant of continuous operation, (iii) Tenant shall use or display signs other than those approved in accordance with Article XII, Exhibit H or Article VITI; (iv) Tenant shall do anything upon or in connection with the Premises or the construction of any part thereof which interferes in any way with, or results in a work stoppage in connection with, construction of any part of the Shopping Center or any other tenant's space, (v) this Lease, without the prior written consent of Landlord or except as expressly permitted, shall be assigned, pledged, mortgaged, transferred or sublet in any manner, or (vi) Tenant shall fail to maintain the insurance coverages required by Article XIV.

(d) Tenant or any guarantor of Tenant's obligations under this Lease shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefitof creditors.

(e) Tenant or any guarantor of Tenant's obligations under this Lease shall file a petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof, or an order for relief relating to Tenant or any guarantor of Tenant's obligations under this Lease is granted in proceedings filed against Tenant or any guarantor of Tenant's obligations under this Lease.

t) A receiver or trustee shall be appointed for the Premises or for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations under this Lease.

16.2 Upon the occurrence of any Event of Default, Landlord shall have the option to pursue the following remedies (without limitation of any other remedies available to Landlord at Jawor in equity):

(a) Terminate this Lease immediately without notice to cure, or terminate Tenant's right to possession of the Premises without terminating this Lease, and in either event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearage in rental, enter upon and take possession of the Premises and expel or remove Tenant and

any other person who may be occupying the Premises or any part thereof, with or without legal proceedings, by force if necessary, without being liable for prosecution or any claim of damages therefor.

(b) Pay any amount required to be paid by Tenant, or perform any obligation to be performed by Tenant, and to do so, enter upon the Premises, by force if necessary, without being liable for prosecution or any claim for damages therefor, and Tenant shall reimburse Landlord on demand for any expenses which Landlord may incur in so paying or performing Tenant's obligations under this Lease, together with interest on such expenses at the Interest Rate until Tenant makes full payment of all amounts owing to Landlord at the time of said payment.

16.3 If this Lease is terminated by reason of an Event of Default, Tenant shall be liable for and shall pay to Landlord the sum of all rental and other indebtedness accrued to date of such termination, plus, as damages, an amount equal to the present value of the excess, if any, of (1) Rent for the remaining portion of the Term (had the Term not been terminated prior to the date of expiration stated in Article I) plus the unamortized balance of any rent abatements, brokers' fees and commissions, attorney's fees and costs, and all reimbursements, construction allowances and other costs incurred by Landlord to improve the Premises, over (2) the fair rental value of the Premises for such period, after deductions of all estimated costs of reletting for said period , discounted at a rate of 6% per annum. It is agreed by the parties that the actual damages which might be sustained by Landlord by reason of Tenant's default hereunder are uncertain and difficult to ascertain, and that the foregoing measure of damages is fair and reasonable.

16.4 If Tenant's right to possession of the Premises is terminated, without termination of the Lease, Tenant shall be liable for and shall pay to Landlord all rental and other required payments accrued to the date of termination of possession, plus all rental and other required payments for and during the remainder of the Term, as such rental and other payments become due, diminished by any net sums thereafter received by Landlord through reletting the Premises during said period (after deducting expenses incurred by Landlord as described in Section 18.5). In no event shall Tenant be entitled to any excess of any rental obtained by reletting over and above the rental herein reserved. Actions to collect amounts due by Tenant to Landlord may be brought from time to time, on one or more occasions, without the necessity of Landlord's waiting until expiration of the Term. Notwithstanding any such reletting without termination, Landlord may at any time thereafter terminate this Lease for any prior breach or default.

16.5 In case of any Event of Default, Tenant shall also be liable for and shall pay to Landlord, in addition to amounts provided to be paid above, broker's fees incurred by Landlord in connection with reletting the whole or any part of the Premises, the costs of removing and storing Tenant's or other occupant's property, the costs of cleaning, repairing and all other reasonable expenses incurred by Landlord, including reasonable attorneys' fees.

16.6 In the event of termination of this Lease or repossession of the Premises, Landlord may relet the whole or any portion of the Premises for any period, to any tenant, and for any use and purpose. Anything herein to the contrary notwithstanding, Landlord shall have no duty to mitigate its damages except to the extent required by Illinois state statute.

16.7 If applicable, Landlord hereby acknowledges receipt from Tenant of the Security Deposit, to be held by Landlord without interest as security for the performance by Tenant of Tenant's obligations under this Lease. Such deposit may be commingled with Landlord's other funds and is not an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any default by Tenant, Landlord may, at Landlord's option, from time to time, without prejudice to any other remedy available to Landlord, use such fund to the extent permitted by law and deemed necessary by Landlord to cure such default and to reimburse Landlord for any damage, injury, expense or liability caused to Landlord by such default, and Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security

16.8 Deposit to its original amount. If Tenant is not then in default hereunder, any remaining balance of the Security Deposit shall be returned by Landlord to Tenant upon termination of this Lease.

16.9 All obligation of Landlord hereunder will be construed as covenants and not conditions; and all such obligations will be binding upon Landlord only during the period of its possession of the Shopping Center and not thereafter. The term "Landlord" shall mean only the owner from time to time of the Shopping Center, and in the event of the transfer by such owner of its interest in the Shopping Center, such owner shall thereupon be released and discharged from all covenants and obligations of Landlord hereunder. Notwithstanding any other provision of this Lease, Landlord shall not have any personal liability hereunder, and for any claim against Landlord, Tenant agrees to look solely to the equity or interest then owned by Landlord in the Shopping Center. In no event shall any deficiency judgment or any money judgment of any kind be sought or obtained against any Landlord, except to be satisfied from Landlord's interest in the Shopping Center as set forth above. Not with standing anything to the contrary contained in this Lease, Tenant shall have no claim, and hereby waives the right to any claim, against Landlord for damages by reason of any refusal, withholding or delaying by Landlord of any consent or approval, and in such event, Tenants only remedies shall be an action for specific performance or injunction to enforce any such requirement for consent or approval.

16.10 Reserved.

16.11 In the event that Landlord shall have taken possession of the Premises, Landlord shall have the right to use all the furniture, fixtures and equipment at the Premises, including that which is owned by or leased to Tenant, prior to any foreclosure thereon by Landlord or repossession thereof by a landlord thereof or third party having a lien thereon. Landlord shall also have the right to remove from the Premises (without legal process) all or any portion of such furniture, fixtures, equipment and other property located thereon and place same in storage at any premises elected by Landlord, and in such event, Tenant shall be liable to Landlord for costs incurred by Landlord in connection with such removal and storage, together with interest thereon at the Interest Rate.

ARTICLE XVII. Bankruptcy or Insolvency

17.1 A Bankruptcy Event shall be deemed in material breach of Tenants obligations hereunder and this Lease shall thereupon automatically terminate. Landlord does, in addition, reserve any and all other remedies provided in this Lease or in the law in connection with any Bankruptcy Event.

17.2 No default of this Lease by Tenant, either prior to or subsequent to the happening of any Bankruptcy Event, shall be deemed to have been waived unless expressly done so in writing by Landlord.

17.3 It is understood and agreed that this is a lease of real property in a shopping center as such a lease is described in the Bankruptcy Code, that Landlord is entitled to all rights and benefits of a landlord thereunder, and that nothing contained herein shall be deemed a waiver of any such right or benefit.

17.4 Subject to applicable federal and state law, included within and in addition to any other conditions or obligations imposed upon Tenant or its successor in the event of assumption and/or assignment of this Lease in connection with any Bankruptcy Event are the following: (i) the cure of any monetary defaults and the reimbursement of pecuniary loss within not more than 30 days of assumption and/or assignment; (ii) the deposit of an additional sum equal to 3 months of Rent and Additional Rent to be held as security; (iii) the use of the Premises as set forth in Article VIII of this Lease with the quality, quantity and/or lines of merchandise of any goods or services required to be offered for sale unchanged with a covenant of continuous operation by Tenant or its successor; (iv) the reorganized debtor or assignee of such debtor in possession or Tenant's trustee demonstrates in writing that it has retailing experience in shopping centers of comparable size and financial ability to operate a retail establishment out of the Premises in the manner contemplated in this Lease and meets all other reasonable criteria of Landlord as did Tenant upon execution of this Lease; (v) the prior written consent of any mortgagee to which this Lease has been assigned as collateral security; and (vi) the Premises, at all times, remains a single store and no physical changes of any kind may be made to the Premises unless in compliance with the applicable provisions of this Lease.

ARTICLE XVIII. Surrender of Premises

18.1 On the last day of the Term, or on the sooner termination thereof, Tenant shall peaceably surrender the Premises in good condition and repair consistent with Tenant's duty to make repairs as herein provided, subject to reasonable wear and tear, and damage by fire or other casualty excepted. On or before the last day of the Term, or the date of sooner termination thereof, Tenant shall, at its sole cost and expense, remove all of its property and trade fixtures and equipment from the Premises, and all property not removed shall be deemed abandoned. Tenant hereby appoints Landlord its agent to remove all property of Tenant not so removed from the Premises upon termination of this Lease and to cause its transportation and storage for Tenant's benefit, all at the sole cost and risk of Tenant, and Landlord shall not be liable for damage, theft, misappropriation or loss thereof, nor shall Landlord be liable in any manner in respect thereto. All modifications, improvements, alterations, additions and fixtures, other than Tenant's trade fixtures and equipment, which have been made or installed by either Landlord or Tenant upon the Premises, shall remain the property of Landlord and shall be surrendered with the Premises as a part thereof. If the Premises shall not be surrendered promptly at the end of the Term or sooner termination thereof, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Premises, including, without limitation, claims made by any succeeding tenants founded on such delay and any attorneys' fees resulting therefrom. Tenant shall promptly surrender all keys for the Premises to Landlord at the place then fixed for the payment of Minimum Rent and shall inform Landlord of combinations on any vaults, locks and safes left on the Premises.

18.2 In the event Tenant remains in possession of the Premises after expiration or sooner termination of this Lease, Tenant shall be deemed to be occupying the Premises without claim of right, and Tenant shall pay Landlord for all costs arising out of loss or liability resulting from delay by Tenant in so surrendering the Premises as above provided and shall pay a charge for each day of occupancy in an amount equal to 150% of the Rent and Additional Rent (on a daily basis) payable hereunder immediately prior to the expiration or termination of the term hereof.

ARTICLE XIX. Other Operations

21.1 Reserved.

ARTICLE XX. Hazardous Substances

20.1 Tenant shall not allow any Hazardous Substance to be located on the Premises and shall not conduct or authorize the use, generation, transportation, storage, treatment or disposal at the Premises or the Shopping Center of any Hazardous Substance other than in quantities incidental to the conduct of the Permitted Use and in compliance with Envlaws; provided, however, nothing herein contained shall permit Tenant to allow any so-called 'acutely hazardous," "ultra-hazardous," "imminently hazardous chemical substance or mixture" or comparable Hazardous Substance to be located on or about the Premises or the Shopping Center.

20.2 If the presence, release, threat of release, placement on or in the Premises or the generation, transportation, storage, treatment or disposal at the Premises of any Hazardous Substance as a result of Tenant's use or occupancy of the Premises (i)gives rise to liability (including, but not limited to, a response action, remedial action or removal action) under Envlaws; (ii) causes a significant public health effect; or (iii) pollutes or threatens to pollute the environment, Tenant shall promptly take any and all remedial and removal action necessary to clean up the Premises and/or the Shopping Center and mitigate exposure to liability arising from the Hazardous Substance, whether or not required by law.

20.3 Tenant shall indemnify, defend and hold harmless Landlord from and against all damages, costs, losses, expenses (including, without limitation, actual attorneys' fees and engineering fees) arising from

20.4 or attributable to (i) the existence of any Hazardous Substance at the Premises and/or the Shopping Center as a result of Tenants use and occupancy of the Premises and (ii) any breach by Tenant of any of its covenants contained in this Article XXII.

ARTICLE XXI. Subordination and Attornment

21.1 Providing the Lender agrees not to disturb the tenant's possession or any of the terms of the Lease Tenant agrees that this Lease shall be subject and subordinate to any ground lease, sale-lease back instrument, mortgage, deed of trust, deed to secure debt or other lien presently existing or hereafter created upon the Premises or the Shopping Center, and to any amendments, modifications, renewals and extensions thereof, but Tenant agrees that any holder of a ground lease, sale-leaseback instrument, mortgage, deed of trust, deed to secure debt or other lien shall have the right at any time to subordinate such ground lease, mortgage, deed of trust, deed to secure debt or other lien to this Lease. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any ground lease, sale-leaseback instrument, mortgage; deed of trust or other lien hereafter placed upon the Premises or the Shopping Center, and Tenant agrees upon demand to execute such further instruments subordinating this Lease as Landlord may request. Tenant shall, upon request, attorn to any party which succeeds to Landlord's interest in the Shopping Center. This Lease shall be subject to all easements, restrictions and covenants presently existing or hereafter created upon the Shopping Center.

ARTICLE XXII. Notices

22. J Wherever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties hereto at the respective addresses set out in Article I above, or at such other addresses as they may have hereafter specified by written notice. Attorneys for Landlord and Tenant are authorized to give notices for and on behalf of such parties. Payments to be made hereunder shall be deemed received only upon actual receipt by the payee.

ARTICLE XXIII. Miscellaneous

23.1 Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rental, nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

23.2 All obligations of each party constituting Tenant hereunder shall be the joint and several obligations of each such party.

23.3 The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

23.4 One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. Acceptance of Rent, or Additional Rent by Landlord after any Event of Default by Tenant shall not be a waiver of such Event of Default; and acceptance of a lesser amount than is due from Tenant shall in all cases constitute a payment on account, and not an accord and satisfaction, notwithstanding any statement to the contrary on any check or other notation. No receipt of money by Landlord from Tenant or any other person after termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the Term or affect any such notice, demand or suit, or imply consent for any action for which Landlord's consent is required, unless specifically agreed to in writing by Landlord. Any amounts received by Landlord may be allocated to any specific amounts due from Tenant to Landlord as Landlord determines.

23.5 Whenever a period of time is herein prescribed for action to be taken by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials , war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of Landlord , including, without limitation, delays in the issuance of permits and approvals. At any time when there is outstanding a mortgage, deed of trust, deed to secure debt or similar security instrument covering Landlord's interest in the Premises, Tenant may not exercise any remedies for default by Landlord hereunder unless and until the holder of the indebtedness secured by such mortgage, deed of trustor similar security instrument shall have received written notice of such default and a reasonable time for curing such default shall thereafter have elapsed.

23.6 Tenant may peacefully hold and enjoy the Premises, free from disturbance by Landlord or parties claiming under Landlord, subject to the other terms hereof, provided that Tenant pays the Rent, Additional Rent and other sums herein required to be paid by Tenant and performs all of Tenant's coven ants and agreements herein contained.

23.7 Each party represents and warrants that it has caused or incurred no claim for brokerage commissions or finder's fees in connection with the execution of this Lease, and each party shall defend, indemnify and hold the other harmless against and from all liabilities arising from any such claims caused or incurred by it.

23.8 Tenant agrees that it will from time to time, upon request by Landlord, execute and deliver to Landlord and to any other parties designated by Landlord, within 5 days after demand therefor, an estoppel certificate in Landlord's form certifying (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), (ii) the amount of rent and the date to which rent is paid, (iii) that there are no defaults hereunder (or specifying any claimed defaults), and (iv) such other matter s Landlord shall request.

23.9 The laws of the state of Illinois shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

23.10 The terms, provisions and covenants contained in this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest and legal representatives. This provision shall not operate to permit any transfer of Tenant's interest hereunder which is not otherwise permitted by this Lease.

23.11 This Lease is an offer by Tenant, subject to non-acceptance by Landlord, and this Lease shall not be valid or binding on Landlord unless and until this Lease has been accepted by Landlord in writing and a fully executed copy is delivered to both parties hereto.

23.12 This Lease contains the sole agreement between the parties and supersedes, merges, combines and completely integrates any prior understandings or written or oral agreements between the parties respecting the subject matter. No other representations, promises or oral agreements have been made.

23.13 AU rights and remedies of Landlord under this Lease or that may be provided by law may be executed by Landlord in its own name, individually, or in the name of its agent, and all legal proceedings for the enforcement of any such rights or remedies may be commenced and prosecuted to final judgment and execution by Landlord in its own name or in the name of its agent.

23.14 Tenant shall permit Landlord (or its designees) to, maintain, replace and repair pipes, cables, conduits, plumbing, vents and telephone, electric and other existing items, in, to and through the Premises, as and to the extent that Landlord and Tenant may now or hereafter deem necessary or appropriate for the proper operation and maintenance of the Shopping Center.

23.15 All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the Term shall survive the expiration or earlier termination of the Term, including all obligations concerning the condition of the Premises.

23.16 Tenant shall furnish to Landlord promptly upon demand a corporate resolution, proof of due authorization of partners or other appropriate documentation reasonably requested by Landlord evidencing the due authorization of Tenant to enter into this Lease.

23.17 Not later than 60 days after the close of each Lease Year, Tenant shall deliver to Landlord financial statements of Tenant or any guarantor and such other financial information as may be required by Landlord, provided, that Landlord agrees to maintain such statements and information in confidence. In addition to the foregoing, upon Landlord's request as part of any proposed sale or financing of the Shopping Center, Tenant shall deliver to Landlord or to any prospective purchaser or lender of the Shopping Center, financial statements of Tenant or any guarantor and such other financial information as may be required by Landlord and any such parties, provided, that Landlord or any such prospective purchaser or lender agrees to maintain such statements and information in confidence. Landlord may unilaterally terminate this Lease immediately for Tenant's breach of this paragraph.

23.18 Time is of the essence in this Lease.

23.19 Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either Landlord or Tenant against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises and/or any claim for injury or damage.

23.20 Landlord agrees not to rent space to any fitness center, gymnasium, or health club, in the building.

23.21 Exhibits

A. Definitions - Exhibit A.
B. Site Plan - Exhibit B.
C. Form of Commencement Date Memorandum - Exhibit C.
D. Cold Shell Specifications - Exhibit D.
E. Construction Procedures - Exhibit D-1.
F. Operating Hours - Exhibit E.
G. Shopping Center Use Restrictions - Exhibit F.
H. Exclusives - Exhibit F.
I. Rules and Regulations - Exhibit G.

ARTICLE XXIV. Option to Renew.

24.1 Provided that Tenant is not currently in default of any one or more provisions of this Lease, Tenant shall have the right to renew this Lease, for Two (1) additional periods for a total of Five (5) years. ("Renewal Period"). Tenant shall deliver written notice to Landlord, no later than ninety (90) days prior to the initial expiration date of this Lease, The Rent during the Renewal Period shall be as follows:

Period	Per Sq. Ft. Rent Rate	Square Footage	Monthly Minimum Rent	Annual Minimum Rent
1-2	$14.00	2,000	$2,334.00	$28,000.00
3-5	$15.00	2,000	$2,500.00	$30,000.00

Period	Per Sq. Ft. CAM	Square Footage	Monthly CAM	Annual CAM
1-2	$4.00	2,000	$667.00	$8,000.00
3-5	$4.50	2,000	$750.00	$9,000.00

All other terms and conditions of this Lease, except for those relating to Landlord's work, shall apply to the Renewal Period. It is expressly agreed to by the p · s hereto Tenant will continue to occupy the Premises in its "as-is" condition at the time of exercise of this option to renew and that Landlord shall have no obligation to provide Tenant with any monies or services related to this option to renew.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD: LHC Properties, LLC

By: _____

Its: Manager

TENANT: _____

By: Ryan Crosbie

EXHIBIT A

Definitions

"Act" means the Americans with Disabilities Act, as amended from time to time, and the rules and regulations promulgated thereunder.

"Additional Rent" means all charges, sums or amounts permitted to be imposed against Tenant as set forth in this Lease.

"Bankruptcy Event" means any Event of Default of the type described in clauses (d), (e) or(t) of Section 18.1 of the Lease.

"Commencement Date" means the earlier to occur of the date fifteen (15) days following the Delivery Date, and (ii) the date Tenant opens the Premises for business.

"Commencement Date Memorandum" is a memorandum substantially in the form of Exhibit C.

"Common Area" means the part of the Shopping Center used for the common use or benefit of the occupant of the Shopping Center, including, without limitation, parking areas, sidewalks, landscaping, curbs, loading docks, loading areas, private streets and alleys, courts, lanes, corridors, aisles, interior and exterior stairways, decorative fountains, truck service-ways and tunnels, canopies, comfort and first-aid stations, parcel pickup stations, drinking fountains, elevators, escalators and moving sidewalks, on-site and offsite detention areas, lighting facilities , hallways and other areas and improvements provided by Landlord for the common use of all occupants, and all other portions of the Shopping Center not designated for the sole use of a single occupant, with facilities appurtenant to each.

"Common Area costs and expenses" means the costs and expenses of operating, maintaining, repairing, lighting, cleaning, inspecting, painting (including painting of exterior of buildings of the Shopping Center), and insuring the Shopping Center (including any "deductible" cost incurred in connection with any covered loss). Common Area costs and expenses shall include, without limitation, all sums expended in connection with: service and maintenance contracts, including, without limitation, windows and general cleaning, removing of snow, ice, debris and surface water, pest control, security police, electronic intrusion and fire control and telephone alert systems; machinery and equipment used in the operation of the Shopping Center; storm, sanitary and other drainage or detention systems, sprinklers and other fire protection systems, irrigation systems, and heating, air conditioning, electrical, gas, water, telephone and other utility systems; off-site improvements (including off-site detention areas, and traffic signals, landscaping, streetscape and lighting systems); traffic regulation, directional signs and traffic consultants; permits, program services, and loudspeaker systems; paving, curbs, sidewalks, walkways, roadways, roofs, parking surfaces (including repaving, sealing, striping and patching); lighting facilities; costs of planting, replanting and replacing flowers and landscaping and supplies required therefor; signage; all costs and assessments of any property owners association covering the Shopping Center; all costs and expenses allocable to any reciprocal easement agreement encumbering the Shopping Center; all costs and expenses in the appeal or contest of Taxes; the cost of compliance with any accessibility statute including, without limitation, the Act; all costs and expenses of water or other common utilities; any costs or expenses associated with the operation of any valet parking service; uniforms, supplies and materials used in connection with the operation and maintenance of the Shopping Center; all payroll taxes, unemployment insurance costs, vacation allowances, and the cost of providing disability insurance or benefits, pensions, profit sharing benefits, hospitalization, retirement or other so-called fringe benefits, and any other expense imposed on Landlord, its contractors or subcontractors , pursuant to law or pursuant to any collective bargaining agreement covering such employees; management fees; and Landlord's administrative and overhead costs.

Common Area costs and expenses shall not include any capital improvement to the Shopping Center other than replacements required for normal maintenance and repair, nor shall it include repairs, restoration or other work occasioned by fire, windstorm or other insured casualty (other than the amount of any "deductible" cost incurred in connection with any covered loss), expenses incurred in leasing or procuring tenants, leasing commissions, advertising expenses, expenses for renovating space for new tenants, legal expenses incident to enforcement by Landlord of the terms of any lease, interest or principal payments on any mortgage or other indebtedness of Landlord. Notwithstanding the foregoing, in the event Landlord installs equipment in or makes improvements or alterations to the Shopping Center which are for the purpose of reducing energy costs, maintenance costs or other Common Area costs and expenses, or which are required under any governmental laws, regulations, or ordinances (including any accessibility statute) which were not required as of the date of this Lease, Landlord may include in Common Area costs and expenses reasonable charges for interest on such investment and reasonable charges for depreciation on the same so as to amortize such investment over the reasonable life of such equipment, improvement or alteration on a straight line basis. This is a "Gross Lease". The tenant is not responsible for any Common Area costs or expenses but is responsible for their own utilities.

"Delivery Date" means the date Landlord delivers the Premises to Tenant with Landlords Work and Tenant's Work substantially completed.

"Envlaws" means any federal, state or local statutes, laws, ordinances or regulations or common law theories now existing or existing after the date of this Lease that control, classify, regulate, list or define Hazardous Substances.

"Event of Default" means the occurrence of any of the events specified in Section 18.1 of the Lease.

"Hazardous Substance" means any matter giving rise to liability under the Resource Conservation

and

Recovery Act, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, U.S.C. Section 960 1 et seq. (including the so-called "Superfund' amendments thereto), any other applicable federal, state or local statute, law, ordinance, rule or regulation governing or pertaining to any hazardous substances, hazardous wastes, chemicals or other materials, including, without limitation, asbestos, polychlorinated biphenyls, radon, petroleum and any derivative thereof or any common law theory based on nuisance or strict liability (all of the foregoing statutes, laws, ordinances, rules, regulations and common law theories being sometimes hereinafter collectively referred to as 'Envlaws").

"Interest Rate" means an annual rate of interest equal to the prime rate quoted by Belvidere National Bank & Trust Company.

"Landlord's Address" is Logan Crossings, LLC, 998 Belvidere Road, Suite 1, Belvidere, Illinois 61008.

"Landlord's Work" means Landlord's construction and installation of the Leasehold Improvements as described in Exhibit D.

"Lease Year" shall mean, in case of the first Lease Year, that period from the Commencement Date to the first succeeding December 31; thereafter, "Lease Year" shall mean each successive twelve (12) calendar month period

following the expiration of the first Lease Year, except that in the event of the termination of this Lease on any day other than on December 31, then the last Lease Year shall be the period from the end of the preceding Lease Year to such date of termination.

"Permitted Use" means the operation of a Slot Parlor allowed by law and for any other lawful use not restricted by the lease.

"Premises" shall refer to as 13561 Julie Dr. consisting of approximately 2,000 square feet of floor area (computed by measurements to the exterior of outside walls of the building and to the center of interior walls) and crosshatched on the Site Plan.

"Punch List" shall mean a written list of all items of construction or finishing work to be completed by Landlord remaining after the Delivery Date which do not materially interfere with Tenant's fixtures and merchandising the Premises.

" Rent Commencement Date" means a date four months after the Commencement Date.

"Shopping Center" means the property outlined on Exhibit B and all improvements constructed thereon, together with such additions, deletions and other changes as Landlord may from time to time designate for the Shopping Center, and commonly known as Logan Square. Landlord warrants that any such changes will not affect tenant's parking or visibility.

"Site Plan" means the site plan attached hereto and made a part hereof as Exhibit B.

"Taxes". This is a "Gross Lease". Tenant is not responsible for any taxes, assessments or other charges related to the shopping center except for their own utilities.

Tenant's Address: Dollar Bar, LLC Attn: Ryan Crombie, 201 S. 8th St., South Beloit, IL 61080.

"Tenant's Drawings" means a complete set of interior store finish working drawings, which shall include, without limitation, floor plans, interior elevations, details of any special installation which will affect the Shopping Center or perimeter walls of the Premises, complete plans for all mechanical, plumbing and electrical work including details of underfoot surfaces, specifications for all materials, finishes and other work, and performance characteristics for fixtures and equipment. Where applicable, Tenant's Drawings shall include sections and elevations for tenant entries, details of entry signage (which conform to Landlord's sign criteria), reflected ceiling plans, and changes in sprinkler head locations. Tenant's Drawings shall be full and complete in all respects as may be necessary for construction and determination of the specific scope of Tenant's Work. Tenant's Drawings shall be certified (sealed) by an architect duly registered in the state where the Premises is located. Tenant's Drawings shall be provided by Landlord.

"Term" shall mean that period commencing on the Commencement Date and ending sixty (60) months following the Commencement Date

"Trade Name" means Dollar Bar, LLC.

EXHIBIT B

Site Plan
[RESERVED]

EXHIBIT C

FORM OF COMMENCEMENT DATE MEMORANDUM RC RC

April 1, 2019

THIS COMMENCEMENT DATE MEMORANDUM ("Memorandum") dated as of ~~January 19, 2019~~ by and between LHC Properties, LLC ('Landlord"), and Dollar Bar, LLC ("Tenant").

RECITALS:

April 1, 2019 RC RC

A. By that certain Lease dated as of ~~January 19, 2019~~ (the "Lease") between Landlord and Tenant, Landlord lease to Tenant and Tenant leased from Landlord the Premises, subject to the conditions and limitations therein contained.

B. This Lease provides that, upon determination of the Commencement Date, Landlord and Tenant shall execute a memorandum which shall Set forth, among other things, the actual Commencement Date, the Rent Commencement Date, the exact floor area of the Premises, annual Rent, and shall evidence Tenant's acceptance of the Premises and agreement that Landlord ha fully complied with Landlord's covenants and obligations.

C. The Commencement Date and Rent Commencement Date have been determined and, accordingly, the pru lies desire to enter into this Memorandum pursuant to the Lease.

D. Unless otherwise provided h rein, all capitalized words and terms in this Memorandum shall have the same meanings ascribed to such words terms as in the Lease.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Commencement Date is as written above
2. The Rent Commencement Date is the Commencement Date
3. The (initial) Term expires in 60 Months unless the lease is sooner terminated in accordance with the terms thereof.
4. The floor area of the Premises is as written above.
5. Minimum Rent under the lease shall be as written above.
6. Tenant hereby acknowledges Tenant acceptance of the Premises and agrees that Landlord has fully complied with Landlord's covenants and obligations under the lease.
7. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the day and year first above written.

LANDLORD:

By: _____

Its: Manager

TENANT:

By: _____

EXHIBIT D

Landlord's Work**

None

EXHIBIT E

Operating Hours

N/A

EXHIBIT F

Shopping Center Use Restrictions

Tenant shall not use the Shopping Center in whole or in part, for any of the following purposes:

(a) Warehouse, or for any assembling, manufacturing (other than cooking, baking and other preparation of food products for sale), distilling, refining, smelting, agricultural (other than the sale of agricultural products and the preparation thereof for sale) or mining operations;

(b) "Second-hand" thrift store whose principal business is selling discounted and used merchandise (other than an arcade, video, compact disc, novelty, entertainment or similar resale store) such as a salvation army type store, "goodwill" type store, or similar businesses;

(c) Mobile home park, trailer court, labor camp, junk yard, or stock yard (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance);

(d) Dumping, disposing, incinerating, or reducing of garbage (exclusive of dumpsters for the temporary storage of garbage and any garbage compactors, in each case which are regularly emptied so as to minimize offensive odors);

(e) Fire, going out of business, relocation, bankruptcy or similar sales (unless pursuant to court order);

(f) Central laundry, dry cleaning plant, or laundromat; provided, however, this restriction shall not apply to any dry cleaning facility providing on-site services oriented to pickup and delivery by the ultimate customer, including nominal supporting facilities, or to laundry facilities for any tenant or occupant of the Shopping Center for such tenant's or occupant's own towels, linens, and uniforms used in its premises;

(g) Selling or leasing trailers or recreational vehicles;

(h) "Adult only" store for the sale or rental of pornographic material or other sexually explicit material (provided that this restriction shall not preclude the sale or rental of X rated or "NR" rated or similar materials as an incidental part of the operation of bookstores or other multi-media stores);

(i) Flea market;

j) Operation whose principal use is a massage parlor, provided this shall not prohibit massages in connection with a beauty salon, athletic facility or health club;

(k) Living quarters, sleeping apartments or lodging rooms;

(l) Facility for the sale of paraphernalia for use with illicit drugs;

(m) Any office which provides financial services directly to customers;

(n) Billiard parlor;

(o) Night club; or

(p) Business serving alcoholic beverages for consumption on the Premises as a primary business (i.e., where the sale of alcoholic beverages accounts for more than 50% of the gross income of such business).

EXHIBIT G

Rules and Regulations

1. Tenant shall advise and cause its vendors to deliver all merchandise before noon on Mondays through Fridays, not at other times.

2. All deliveries are to be made to designated service or receiving areas and Tenant shall request delivery trucks to approach their service or receiving areas by designated service routes and drives.

3. Tractor trailers which must be unhooked or parked must use steel plates under dolly wheels to prevent damage to the asphalt paving surface. In addition, wheel blocking must be available for use. Tractor trailers are to be removed from the loading areas after unloading. No parking or storing of such trailers will be permitted in the Shopping Center.

4. Tenant shall not dispose of the following items in sinks or commodes: plastic products (plastic bags, straws, boxes); sanitary napkins; tea bags, cooking fats, cooking oils; any meat scraps or cutting residue; petroleum products (gasoline, naphtha, kerosene, lubricating oils); paint products (thinner, brushes); or any other item which the same are not designed to receive.

5. Except as otherwise permitted in this lease, Tenant shall not permit or suffer any advertising medium to be placed on walls or exterior windows, on the sidewalks or on the parking lot areas or light poles. No permission, expressed or implied, is granted to exhibit or display any banner, pennant, sign and trade or seasonal decoration of any size, style or material within the Shopping Center, outside the Premises.

6. Tenant shall not permit or suffer the use of any advertising medium which can be heard or experienced outside of the Premises, including, without limiting the generality of the foregoing, flashing lights, searchlights, loud speakers, phonographs, radios, or television. No radio, television, or other communication antenna equipment or device is to be mounted, attached, or secured to any part of the roof, exterior surface, or anywhere outside the Premises, unless Landlord has previously given its written consent.

7. Tenant shall not permit or suffer merchandise of any kind at any time to be placed, exhibited or displayed outside the Premises, nor shall Tenant use the exterior sidewalks or exterior walkways of its Premises to display, store or place any merchandise. No sale of merchandise by tent sale, truck load sale or the like shall be permitted on the parking lot or other Common Area.

8. Tenant shall not permit or suffer any portion of the Premises to be used for lodging or extended stay purposes.

9. Tenant shall not, in or on any part of the Common Area:

   a. Vend, peddle or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet or other matter whatsoever.

   b. Exhibit any sign, placard, banner, notice or other written material, except for activities as approved in writing by Landlord or as may be allowed under this lease agreement.

   c. Distribute any circular, booklet, handbill, placard or other material, except for activities as approved in writing by Landlord.

   d. Solicit membership in any organization, group or association or contribution for any purpose except membership in and related to Anytime Fitness operation.

e. Create a nuisance,

f. Throw, discard or deposit any paper, glass or extraneous matter of any kind except in designated receptacles, or create litter or hazards of any kind.

g. Deface, damage or demolish any sign, light standard or fixture, landscaping materials or other improvement within the Shopping Center, or the property of customers, business invitees or employees situated within the Shopping Center.

10. Tenant shall not locate furnishings or cabinets adjacent to mechanical or electrical access panels or over air conditioning outlets so as to prevent operating personnel from servicing such units as routine or emergency access may require. Cost of moving such furnishings for Landlord's access will be at Tenant's cost. The lighting and air conditioning equipment of the Shopping Center will remain in the exclusive control of the building designated personnel.

11. Tenant shall comply with parking rules and regulations as may be posted and/or distributed from time to time.

12. Prior written approval, which shall be at Landlord's sole discretion, must be obtained for installation of window shades, blinds, drapes or any other window treatment of any kind whatsoever.

13. Tenant shall keep the Premises at a temperature compatible with comfortable occupancy during business hours and at all times sufficiently high to prevent freezing of water in pipes and fixtures.

14. Tenant shall keep the signs, exterior lights and display window lights of the Premises lighted each and every day of the Term during the hours designated by Landlord.

15. No animals shall be brought into or kept in or about the Shopping Center other than as handicap aids.

16. Tenant shall not use any forklift truck, tow truck or any other machine for handling freight except as may be approved by the Landlord.

17. Tenant shall not place or maintain any temporary fixture or fixtures (including portable trade fixtures, displays or folding tables) for the display of merchandise within three (3) feet to either side of any entrance to the Shopping Center within the Premises without prior written consent of Landlord, and in no event shall a merchandise display extend beyond the frontage line of the leased premises. This shall not preclude the use of permanent fixed merchandise displays within the confines of the leased premises provided such permanent displays do not in any manner block the entrance to the leased premises.

18. In the event any violation of any of the above rules and regulations continues after five (5) days following notice to Tenant of such violation, beginning on such fifth day Tenant shall, in addition to all other remedies of Landlord provided in the Lease for default by Tenant, pay liquidated damages of One Hundred Dollars ($100.00) per day for each day such violation continues.

19. Landlord reserves the right to modify or rescind any of these rules and regulations (as to some or all tenants of the Shopping Center) and to make such other and further rules and regulations as it deems in its judgment shall from time to time be necessary or advisable for the operation of the Shopping Center, which rules and regulations shall be binding upon each such tenant in the Shopping Center upon their notification of said further rules and regulations.

EXHIBIT H

APPROVED SIGNAGE AND PROMOTIONS CRITERIA

Tenant may engage in outside advertising and promotions of types consistent with the following:

1. Tenant may employ small 'campaign-type' signs in the grass (if approved by the City of Belvidere), and banners affixed to the pylon sign, Landlord-approved building locations or inside the windows of the Premises using tastefully and professionally done materials, the content of which shall be preapproved by Landlord. Said outdoor advertising may be displayed during the one-time-only pre-opening and grand opening sales events. Tenant may display said advertising beginning no sooner than one month prior to Delivery Date and continue for no more than three months. After the grand opening kick-off, Tenant may display said outdoor advertising only on the following schedule (ten weeks' maximum per year), which may be modified in the future upon mutual agreement of Tenant and Landlord:

    a. The first three weeks of January
    b. The first two weeks of Spring
    c. Two weeks in late summer or back to school time frame
    d. The last three weeks of December

2. Tenant may begin selling memberships on the outside of its Premises no more than one month prior to Delivery Date, as long as Tenant provides proof of insurance and indemnifies Landlord against any loss, cost or expense with said pre-opening selling period. Tenant may locate a table, a small canopy, and appropriate signage outside of its Premises in order to conduct such sales of memberships. Tenant may do such sales activity no more than 50 hours per week during this one-month period.

3. Tenant may have people with signs advertising the grand opening and encouraging customers to come in and register only if allowed by local ordinance and continuing for a period not to exceed two weeks after the actual date the Premises is open for business.

4. Radio Station broadcasts may be implemented from the parking lot for the grand opening, as long as such broadcasts do not interfere with any other tenant's use of the parking lot.

EXHIBIT I

JOINDER & GUARANTY

The undersigned, having a significant economic interest in Dollar Bar, LLC, hereby execute this Joinder & Guaranty for the sole and exclusive purpose of consenting to all terms of the Lease and to acknowledge that any and all obligations, liabilities and agreements of Tenant shall be joint and several obligations, liabilities and agreements of Tenant and the undersigned. The undersigned understand that execution of this Joinder & Guaranty by the undersigned is a material inducement to Landlord to enter into the Lease and Landlord is relying on this Joinder& Guaranty in entering into the Lease.
Guaranty can be transferred by sale of Business by Ryan Crombie, to new buyer, with equal or greater assets and good credit.

Dated 1/19/19