

# **VILLAGE OF POPLAR GROVE**

"A Great Place to Call Home"

# VILLAGE BOARD OF TRUSTEES

# Wednesday, January 18, 2023 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

# **AGENDA**

**CALL TO ORDER** 

**ROLL CALL** 

PLEDGE OF ALLEGIANCE

**APPROVAL OF PHONE PARTICIPATION (Roll Call)** 

APPROVAL OF AGENDA (Voice Vote)

# **APPROVAL OF MINUTES (Voice Vote)**

1. Motion to approve minutes from December 21, 2022

**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. Engineer, McMahon
- 3. Clerk, Karri Anderberg
- Treasurer, Carina Boyd
- 5. Public Works, David Howe
- 6. Building and Code, B&F
- 7. Waste Water, Test

# **NEW BUSINESS**

- 8. Motion to discuss modification to the number liquor licenses
- 9. Motion to discuss/approve professional service agreement between the Village of Poplar Grove and Summit Ridge Energy

- Motion to approve/discuss Resolution 2023-02 a resolution of the Village of Poplar Grove resolving to award construction contracts for the construction of a new public works building
- 11. Motion to discuss Pyrotecnico Fx firework proposal for Neighbors Night, June 10, 2023
- 12. Motion to discuss/approve **Resolution 2023-03** a resolution of the Village of Poplar Grove, Illinois to approve and authorize the village president to execute agreements with Four Season Amusements
- 13. Motion to discuss/approve check disbursement for payments scheduled to be paid prior to January 31, 2023, in the amount of \$145,129.71 in AP checks, \$16,220.66 in insurance expense checks, and \$8,944.84 EFTS for a total of \$170,295.21

#### **GOOD OF THE VILLAGE**

Board of Trustees- February 8, 2023 7:00pm Board of Trustees - February 15, 2023 7:00pm

# ADJOURNMENT (Voice Vote)

KJA 01/16/2023



# **VILLAGE OF POPLAR GROVE**

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# **VILLAGE BOARD OF TRUSTEES**

# Wednesday, December 21, 2022 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

# **MINUTES**

#### **CALL TO ORDER**

President Sattler called the meeting to order at 7:01pm

#### **ROLL CALL**

**PRESENT** 

President Don Sattler

Finance Chairman Eric Miller

Admin Chairman Ron Quimby

Trustee Jeff Goings via phone at 7:20pm in person at 7:35pm

Trustee Dan Cheek

Trustee Betsy Straw

Clerk Karri Anderberg

Attorney Roxanne Sosnowski

Treasurer Carina Boyd

**Public Works Director David Howe** 

**Engineer Chris Dopkins** 

**ABSENT** 

Trustee Ed Wethington

#### **PLEDGE OF ALLEGIANCE**

No phone participation

# **APPROVAL OF AGENDA (Voice Vote)**

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

#### **APPROVAL OF MINUTES (Voice Vote)**

Motion to approve board minutes from November 9, 2022 and November 16, 2022
 Board of Trustee Board meeting
 Motion made by Admin Chairman Quimby, Seconded by Trustee Cheek. Motion passed via 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.

David Allgood- Mr. Allgood wants to see the board to get along and is sad to see what happened at the last board meeting

### **PROCLAMATION**

- Thunder Youth Cheer- Cyclones
   Clerk Anderberg presented the proclamation to TYCC-Cyclones
- 3. Thunder Youth Cheer- Wildfire Clerk Anderberg presented the proclamation to TYCC-Wildfire
- North Boone Youth Cheer- 8 Grade Viking Green
   President Sattler presented the proclamation to NBYC-Viking Green
- North Boone Youth Cheer- Viking White 6th Grade
   President Sattler presented the proclamation to NBYC-Viking White

### **APPROVAL OF PHONE PARTICIPATION (Roll Call)**

Motion made by Finance Chairman Miller, Seconded by Admin Chairman Quimby to re consider phone participation at 7:20pm

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

Trustee Miller explained Trustee Goings would like to attend the meeting via phone Motion made by Finance Chairman Miller, Seconded by Trustee Cheek.

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

#### **DEPARTMENT REPORTS**

- 6. Public Works, David Howe
  David Howe gave an update on the 2005 plow truck
- 7. Treasurer, Carina Boyd no questions
- 8. Clerk, Karri Anderberg no questions
- 9. Engineer, McMahon no questions

- 10. Waste Water, Test no questions
- 11. Building and Code, B&F no questions
- 12. Attorney, Sosnowski & Szeto
  Attorney Sosnowski gave an update on code cases and Roberts Rules of Order

#### **OLD BUSINESS**

13. Discuss/approve **Ordinance 2022-19** an ordinance authorizing the levy and collection of taxes for the general corporate, Liability insurance, social security, and audit purposes for the fiscal year commencing on May 1, 2022, and ending on April 30, 2023, for the Village of Poplar Grove, Boone County, Illinois

Trustee Miller and Treasurer Boyd explained the Tax Levy

#### **NEW BUSINESS**

14. Motion to discuss/approve check disbursement for payments scheduled to be paid prior to December 31, 2022, in the amount of \$164,376.01 in AP checks, \$11,784.03 in insurance expense checks, and \$8,944.84 EFTS for a total of \$185,104.88

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

15. Discuss letters received from Belvidere Township Park District and approve potential response from Village of Poplar Grove

Motion made by Finance Chairman Miller, Seconded by Trustee Cheek.

Attorney Sosnowski explained the letters and asked for board direction to see how the board wants to move forward

Trustees agreed that they would like the attorneys office to reach out to the park district attorney's to get more information on the conditions that they listed in the letter.

16. Discussion on Roberts Rules of Order combined in the attorney report

# **GOOD OF THE VILLAGE**

Village Hall Closed for Christmas December 23-26, 2022, Village Hall Closed for New Years December 30, 2022-January 02, 2023 Village Board of Trustee Meeting January 11, 2023 - 7:00pm Village board of Trustee Meeting January 18, 2023 - 7:00pm

#### ADJOURNMENT (Voice Vote)

KJA 12/19/2022

Motion made by Trustee Goings, Seconded by Admin Chairman Quimby. Motion passed by voice vote.

meeting adjourned at 8:29pm



To: The Village President and Board of Trustees

From: Chris Dopkins, P.E., Village Engineer

Re: Engineering Report – December 2022 Activity

**Date: January 13, 2023** 

Please allow this memorandum to provide a brief summary of major activity over the past month that involves the engineering department:

- **Public Works Building:** It was a busy month as the three (3) contracts were underwent the bidding process. Further, budget amendments were filed with DCEO.
- South WWTP Phosphorus Planning: The optimization plan was sent to IEPA for Agency review in September. We followed up with the agency and learned that (1) the report was received and is on file, and (2) the agency does not currently plan to send review comments to any of the affected municipalities/sanitary districts.
- **NWWTP Permit Application:** The Village has received the renewed permit.
- **2022 Pavement Maintenance Program:** Closeout paperwork was completed and sent to IDOT in November. IDOT as reviewed and approved the closeout documents.
- **2023 CIP Planning:** Capital Improvement Planning for 2023 began in October, and is ongoing. We hope to bring suggestions to the Board in February.





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December 2022

Clerk Monthly Report

# General

In the month of December, the clerk's office was busy with elections and election objections.

# **FOIA**

We had 5 FOIA for the month of December

- Chery Russel Smith Confirming our phone conversation, please email me copies of all
  of the petitions with all attachments that have been filed for Village Trustee for the 2 year and 4
  year positions for the upcoming April 2023 election. In addition, please provide the letter that
  went to the candidates when they picked up their petitions.
  Finally, please provide a list of the candidates that picked up petitions from the Village Hall.
- 2. Jason Vodnansky Would you please forward me a copy of all candidates election petitions for the upcoming spring election? PDF is fine for my purposes.
- 3. Thomas Ross- Under the Illinois Freedom of Information Act, 5 ILCS 140, I am requesting an opportunity to inspect or obtain copies of certain public records: Timeframe most recent document requested only, please search back 3 years. Any intergovernmental agreement, memo, contract, letter, ordinance, or other document regarding contract law enforcement/police service provided by the Sheriff's Department to the municipality. Include cost or fee schedule (flat annual fee or based on calls for service) and services to be provided and/or deliverables (for instance a minimum of one patrol car 24/7).
- Alex Tilford All Trustee Dan Cheeks emails from September 18, 2020, to December 28<sup>th</sup> 2022
  consisting of Alex Tilford, Tilford Towing and Recovery Repair LLC and 214 Summit St and
  Tilford's Auto and Truck Service

5. Edgar County Watch Dogs- Please provide copies of election petition objections filed within the past week.

# **PERMITS**

For the month of December, we had 8 residential permits.

# **CODE**

For the month of December, we sent out 2 NOV. We had an admin hearing for 1 case in December that was continued to January.

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# **DECEMBER 2022 TREASURER'S REPORT**

Monthly Reports:	
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Attached you will find December's financial reports.

# Monthly Activities:

- All monthly financial tasks were completed.
- Attached is a list of all payments issued in December.
- Invoices scheduled to be paid in the month of January: \$145,129.71 in AP checks, \$16,220.66 in Insurance Expense checks, and \$8,944.84 in EFTS. Grand Total: \$170,295.21.
- Financial statements for the month of December are attached.

#### Ongoing Activities

• The budget process will begin in January

Carina

01/04/2023

# CHECK REGISTER CHECK DATE FROM 12/01/2022 - 12/31/2022

Check Date	Bank	Check	Ap	p Vendor	Vendor Name	Amount
Bank OPER (	COMMING	LED OPERATING	ACCOUNT			
12/01/2022	OPER	27736	F	R BCBS OF IL	BLUE CROSS BLUE SHIELD OF ILLINOIS	10,933.30
12/01/2022	OPER	27737	F	R DENTAL/VISIO	N HUMANA INSURANCE COMPANY	738.73
12/01/2022	OPER	27738	P	R NCPERS	NCPERS	112.00
12/02/2022	OPER	Various	P	R Payroll	PAYROLL	13,533.50
12/02/2022	OPER	EFT520(E)	P	R IRS	INTERNAL REVENUE SERVICE	3,992.92
12/02/2022	OPER	EFT521(E)	P	R STATE OF IL	STATE OF ILLINOIS	787.24
12/09/2022	OPER	27739	А	P 0371	ABBY PEST ELIMINATION LLC	270.00
12/09/2022	OPER	27740	Α	P 0006	ADT COMMERCIAL LLC	185.22
12/09/2022	OPER	27741	Α	P 0011	AIRGAS USA, LLC	194.14
12/09/2022	OPER	27742	А	P 0338	AMAZON.COM	1,460.02
12/09/2022	OPER	27743	А	P 0334	ANDERBERG, KARRI	252.78 V
12/09/2022	OPER	27744	Α	P 0327	APWA	370.00
12/09/2022	<b>OPER</b>	27745	А	P 0485	AREA MECHANICAL, INC.	527.41
12/09/2022	<b>OPER</b>	27746	А	P 0459	ARNESON OIL COMPANY	1,154.87
12/09/2022	<b>OPER</b>	27747	Α	P 0356	B&F CONSTRUCTION CODE SERVICE, INC.	10,150.98
12/09/2022	<b>OPER</b>	27748	Α	P 0361	BLAIN'S FARM & FLEET	363.81
12/09/2022	<b>OPER</b>	27749	Α	P 0041	BOONE COUNTY SHOPPER	780.23
12/09/2022	<b>OPER</b>	27750	A	P 0457	BOYD, CARINA	214.99
12/09/2022	<b>OPER</b>	27751	Al	P 0078	CARD SERVICE CENTER	1,926.50
12/09/2022	<b>OPER</b>	27752	Al	P 0078	CARD SERVICE CENTER	2,635.61
12/09/2022	OPER	27753	Al	0584	CHERRY VALLEY LANDSCAPE CENTER	219.99
12/09/2022	OPER	27754	Al	0098	CINTAS CORPORATION #355	292.34
12/09/2022	OPER	27755	AF	0278	COMED	12,468.37
12/09/2022	OPER	27756	AF	0073	CONSERV FS INC	1,544.23
12/09/2022	OPER	27757	AF	0347	CORE & MAIN LP	201.72
12/09/2022	OPER	27758	AF	0591	DAVE LESSARD	180.00
12/09/2022	OPER	27759	AF	0097	FOX VALLEY INTERNET, INC.	54.90
12/09/2022	OPER	27760	AF	0096	FRONTIER	888.65
12/09/2022	OPER	27761	AF	0424	GO TO COMMUNICATIONS INC	309.04
12/09/2022	<b>OPER</b>	27762	AF	0384	HIRE TRACI II LLC	405.00
12/09/2022	<b>OPER</b>	27763	AF	0364	HOME DEPOT CREDIT SERVICES	222.89
12/09/2022	<b>OPER</b>	27764	AF	0316	HOME STATE BANK	1,500.00
12/09/2022	OPER	27765	AP	0601	IAN CARLSON	51.13
12/09/2022	<b>OPER</b>	27766	AP	0602	ILLINI HI REACH INC	950.00
12/09/2022	<b>OPER</b>	27767		0467	ILLINOIS COUNTIES RISK MGMT TRUST	41,456.50
12/09/2022	<b>OPER</b>	27768	AP	0330	ILLINOIS MUNICIPAL LEAGUE	675.00
12/09/2022	<b>OPER</b>	27769		0351	JOHNSON TRACTOR	7,622.85
12/09/2022	<b>OPER</b>	27770		0575	LAKESIDE INTERNATIONAL - MILWAUKEE	11,503.59
12/09/2022	<b>OPER</b>	27771		0532	MARVS TOWING & REPAIR, INC.	1,064.25
12/09/2022	OPER	27772		0159	MCMAHON ASSOCIATES, INC.	7,473.45
12/09/2022	OPER	27773		0163	MEDIACOM	269.89
12/09/2022	OPER	27774		0165	MENARDS	1,096.67
12/09/2022	OPER	27775		0545	MI FLUID POWER SOLUTIONS	48.13
12/09/2022	OPER	27776		0329	MR. GOODWATER	87.00
12/09/2022	OPER	27777		0053	NAPA AUTO PARTS	
12/09/2022	OPER	27778		0186	NICOR GAS	158.99
12/09/2022	OPER	27779		0445	NORWEST CONSTRUCTION, INC.	1,585.32 7,770.00
12/09/2022	OPER	27780		0318	O'REILLY AUTO PARTS	7,770.00
12/09/2022	OPER	27781		0589	OBJECT CONTROLS INC	23.32
12/09/2022	OPER	27782		0212	PHYSICIANS IMMEDIATE CARE	2,356.59
12/09/2022	OPER	27783		0220	ROCKFORD BUSINESS SYSTEMS, INC	106.00
12/09/2022	OPER	27784		0325	SCHUMACHER LANDSCAPING, INC.	109.27
			7.11	2223	SETTIMETER LANDSCAFING, INC.	119.00

01/04/2023

# CHECK REGISTER CHECK DATE FROM 12/01/2022 - 12/31/2022

Check Date	Bank	Check	App Vendor	Vendor Name	Amount
Bank OPER C	OMMING	LED OPERATING A	CCOUNT		
12/09/2022	OPER	27785	AP 0217	SOLUTIONS BANK	57.62
12/09/2022	OPER	27786	AP 0319	SOSNOWSKI SZETO, LLP	13,183.00
12/09/2022	OPER	27787	AP 0281	STENSTROM EXCAVATION & BLACKTOP	\$14.00 \( \sigma \) \( \sigma \
12/09/2022	OPER	27788	AP 0355	TEST INC.	1,636.00 18,043.17
12/09/2022	<b>OPER</b>	27789	AP 0261	U.S. CELLULAR	229.79
12/09/2022	OPER	27790	AP 0333	UNITED SANITATION SERVICES, INC.	300.00
12/09/2022	<b>OPER</b>	27791	AP 0262	USA BLUE BOOK	1,636.41
12/09/2022	<b>OPER</b>	27792	AP 0597	VERIZON	192.57
12/09/2022	OPER	27793	AP 0193	VOID-NORTHERN ILLINOIS SERVICE CO	345.35 V
12/09/2022	OPER	27794	AP 0265	VORTEX TECHNOLOGIES INC	2,125.00
12/09/2022	OPER	27795	AP 0429	WEX BANK - MARATHON FLEET CARD	2,284.77
12/09/2022	OPER	27796	AP 0595	ZACHERY KNIGHTEN	157.01
12/09/2022	OPER	27797	AP 0334	ANDERBERG, KARRI	286.33
12/09/2022	OPER	27798	AP 0192	NORTHERN ILLINOIS SERVICE CO	345.35
12/16/2022	OPER	27799	AP MISC	GREGG SCOTT	150.00
12/16/2022	OPER	27800	AP 0603	JAKE PRIBBLE	51.13
12/16/2022	OPER	27801	AP MISC	STAFF MANAGEMENT INC	650.00
12/16/2022	OPER	Various	PR Payroll	PAYROLL	13,099.78
12/16/2022	OPER	EFT522(E)	PR IRS	INTERNAL REVENUE SERVICE	3,901.11
12/16/2022	OPER	EFT523(E)	PR STATE OF IL	STATE OF ILLINOIS	770.63
12/20/2022	OPER	118(E)	AP 0491	BB COMMUNITY LEASING SERVICES INC.	2,252.11
12/20/2022	<b>OPER</b>	119(E)	AP 0491	BB COMMUNITY LEASING SERVICES INC.	4,691.70
12/20/2022	OPER	120(E)	AP 0217	SOLUTIONS BANK	2,001.03
12/29/2022	OPER	Various	PR Payroll	PAYROLL	13,510.69
12/29/2022	OPER	EFT524(E)	PR IRS	INTERNAL REVENUE SERVICE	3,970.78
12/29/2022	OPER	EFT525(E)	PR STATE OF IL	STATE OF ILLINOIS	796.28
12/29/2022	OPER	27802	PR UNION DUES	I.U.O.E. LOCAL 150	505.38
12/29/2022	OPER	EFT526(E)	PR IMRF	IMRF	5,856.38
Total of 110 C	hecks:				246,427.70
Less 2 Void Ch	ecks:				598.13
Total of 108 D	isburseme	ents:			245,829.57
					8



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# Public Works Report, December 2022

- Ian and Jake completed their CDL testing. We now have all four members of the Public Works team with CDLs. This will help immensely in the winter season as well as the on-call rotation.
- A few years back we compiled a list of B-Boxes that were unable to be located or buried in yards. The list had about 50 locations on it, and staff were able to locate and raise or repair 42 of them. The rest have been noted, and we plan to excavate and raise in the spring.
- Our 2005 International was picked up from Lakeside.
- Staff trimmed grass and brush away from all signs and fire hydrants along Woodstock, Orth, Whiting, Poplar Grove, and Quail Traps roads. With these all cleared during the winter months, the goal will be to spray to prevent growth early in the spring. This should cut down on maintenance during the growing season significantly.
- We had a few large potholes come up, cold patched and compacted them in the hopes they last through the winter.
- Continued shouldering main roads.
- Kyle and Zach went through the entire Village and added hydrant markers to those that were missing them.
- Swept curb lines in Sherman, State, Hill, Olson Woods, Burled Woods areas.
- Picked up the MX5-111 Tractor from Johnson Tractor. Nice to finally have this back after waiting about a month and a half for parts to arrive for the repairs.
- Salted during multiple snow events the last 2 weeks of the month. Most of the events were salt
  only, however we did have a couple actually plowing events mixed in. It was a good way for
  new employees to get acclimated the winter season without being completely overwhelmed. It
  also gave myself and Kyle the opportunity to ride a long with Jake, lan, and Zach for some more
  hands on training.
- After the first set of these events, we took our first 100 tons of new salt for the season. We are once again a lot no less than 400 tons and no more than 600 tons. At this point I'm very confident that neither of these numbers will be an issue.
- The Monday before Christmas, staff delivered food baskets to North Boone High School for distribution to families in need.
- The weather warmed back up enough where we could wash and clean all the plow trucks. That is a rare occurrence for the end of December.
- After washing, we were able to spray another round of protective coating to all trucks.

• Chris and I continued to discuss and meet regarding the new Public Works shop, as well as answering questions about the plans from various contractors.

Although we have been relatively lucky so far in regards to the weather, I would imagine we are just delaying the inevitable. As I stated before, it has worked out favorably to allow for training under slightly less stressful conditions for the new employees. I think this will pay off in the long run, and help tremendously once the heavier snow starts to fall. Going forward, I plan on continuing taking advantage of the weather and lack of deep ground freeze with some ditch and drainage projects. Currently, we are looking at work off of Woodstock, Waco retention area, Lions Park/Village Hall drainage. Hoping the weather holds off long enough to complete the majority of these projects giving us a leg up on next year.

As always, please let me know if there are any questions, concerns, or projects that come to mind from a board perspective.



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# PROFESSIONAL SERVICES FEE AGREEMENT

TROI ESSIONAL SERVICES I EL AGRELMENT	
Date: 12/5/2022	
PRIMARY CONTACT (for Escrow): Name of Contact: Bridget Callahan, Summit Ridge I  Address: 1000 Wilson Boulevard, Suite 2400; Arlington, VA 22209	Energy
Telephone Number: 317-443-2905 Facsimile Number: N/A	
E-mail:	
OWNER: Name of Property Owner: DYN 173, LLC c/o First Midwest Group	Owner
Address: 6801 Spring Creek Road; Rockford, IL 61114	Telephone
Number: 815-229-3000 Facsimile Number: N/A	
E-mail: marvin@firstmidwestgroup.com	
PETITIONER: Name of Petitioner: Poplar Grove, LLC (c/o Summit Ridge Energy)	
Petitioner's Address: 1000 Wilson Boulevard, Suite 2400; Arlington, VA 22209	
Telephone Number: 317-443-2905 Facsimile Number:	
E-mail:	
LOCATION OF PROPERTY (General Location, attach more pages if necessary):	
Approx. 4324 IL Route 173; Poplar Grove, IL 61065	
approx 36.5 Total Acreage:PIN(S): 03-14-300-002	
LEGAL DESCRIPTION: (attach as an Exhibit)	
DESCRIPTION OF PROJECT OR APPROVAL SOUGHT (attach more pages if necessary):	



The undersigned(s) do hereby agree to pay for all professional services fees and costs incurred by the Village in connection with the above-described project or approval sought. The undersigned(s) agree that such payment shall be made in accordance with the provisions of Title 11 of the Village of Poplar Grove Code of Ordinances, a copy of which is attached hereto and incorporated herein, and that the undersigned(s) agree to comply with all applicable provisions of said Title 11.

WITHDRAWALS OR DENIALS OF PETITION OR APPLICATION: In the event the undersigned(s) withdraws their petition or application, the undersigned(s) may apply in writing to the Village for a refund of the escrow account balance. The Village Administrator may, in his/her sole discretion, approve the refund less any actual fees and expenses which the Village has already incurred associated with the project or request. In the event the petition or application is denied by the Village, the undersigned(s) shall remain liable for all Professional Services Fee and costs which the Village has incurred, and no refund of the escrow account balance shall occur until all such Professional Services Fee and costs have been paid. Should the escrow account fund balance be insufficient to cover all of the Professional Services Fee and costs, the undersigned(s) shall remain liable to pay for any remaining balance of Professional Services Fee and costs.

DEFAULT: Upon the failure of the undersigned(s) to pay for Professional Services Fee incurred by the Village associated with the project or request in accordance with Title 11 of the Village of Poplar Grove Code of Ordinances and the provisions of this Agreement, the undersigned(s) shall be deemed to be in Default of this Agreement and the Village shall have any and all remedies available to it in equity or at law to obtain payment of the unpaid Professional Services Fee and costs. Further, the Village shall have the right to refrain from taking any further action whatsoever with regards to the project or request and that the same shall remain in abeyance until the escrow is in good standing. The undersigned(s) further agree to extensions of any statutory timelines that may be necessary until such time as the escrow account has been replenished in accordance with said Title 11, and upon such happening, the Village agrees to proceed promptly and with due diligence thereafter. The undersigned(s) agree that the Village may withhold any other action, legislative or ministerial, which may include the issuance of permits, licenses, approval and/or execution of any development agreements, economic development agreements, economic incentive agreements, or recording of plats, approval of zoning actions, code amendments, contracts, or any other Village action for, on or upon the subject property, until the Default is cured. Upon any Default, interest in the amount of one percent (1%) per month shall accrue on all sums outstanding for thirty (30) days or more, plus any legal expenses and five percent (5%) of the outstanding amount due in order to cover administration expenses. The Village shall have the right, but not the obligation, in its sole discretion, to pursue any remedy it may have at law or in equity in the event of Default, including, but not limited to, pursing collection via the State of Illinois Local Debt Recovery Program and/or electing to place a lien against any real property associated with the undersigned(s)'s project or request, for the amount of expenses, including administrative costs and reasonable attorney fees, that have been outstanding for thirty (30) days or more.

<u>REMEDIES:</u> The remedies available to the Village as set forth herein are non-exclusive and nothing herein shall be construed to limit or waive the Village's right to proceed against any or all parties in a court of law or equity in competent jurisdiction.

<u>PLANNING</u>, <u>ZONING</u>, <u>DEVELOPMENT FEES</u> (<u>Petition or Application Fees</u>): The undersigned(s) agrees that the payment of Professional Services Fee in accordance with this Agreement and Title 11 of the Village of Poplar Grove Code of Ordinance shall be in addition to any other customary Village fees which may be applicable to the project or request.

TERMINATION OF PETITION OR APPLICATION: In the event the undersigned(s) fails to replenish the escrow account within thirty (30) days of a request by the Village to do so, the undersigned(s) agree that the Village, shall the right, in its sole discretion, to terminate and render null and void the pending application/petition for the project or request, upon providing written notice of the same to the undersigned.

<u>COOPERATION AND REPRESENTATION OF VILLAGE:</u> The undersigned(s) agree that they shall fully cooperate with the Village, its officials, staff and Professional Consultants with respect to the proposed project or request. The undersigned(s) acknowledge that the Village's Professional Consultants solely represent the Village and the Village's interest and do not represent the undersigned in any manner.

<u>SEVERABILITY:</u> If any provision of this Agreement or its application to any person, entity or property is held to be invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application or validity of any other terms or conditions and provisions of the Agreement and, to that end, any terms, conditions and provisions of this Agreement are declared to be severable. By signing this Agreement, the undersigned(s) acknowledge that they have read the foregoing paragraphs and fully understand and agree to comply with the terms set forth herein. Further, by signing below, each signatory warrants that he/she/it possesses full authority to so sign. The undersigned(s) agree that that they shall be jointly and severally liable for payment of fees referred to in this Agreement and Title 11 of the Village of Poplar Grove Code of Ordinances.

		Village of Poplar Grove, Illino	ois
Raju Soi	12/06/2022		
Applicant/Petitioner	Date	Village Administrator	Date
Raja Soi			
Print Name	,		
0 // // // //		ATTEST:	
Owner (if different than	n above) Date		
Print Name	- 1 · · · · · · · · · · · · · · · · · ·	Village Clerk	Date
Additional Page(s) for:	Location of Property Legal Description		
	Description of Project or App	proval Sought	

Attached: Schedule of Deposit Fees Village of Poplar Grove Municipal Code of Ordinances Title 11



To: The Village President and Board of Trustees

From: Chris Dopkins, P.E., Village Engineer

Re: Award of Construction Contracts – Public Works

**Building** 

**Date:** January 13, 2023

Pursuant to the discussions at the January 11<sup>th</sup> Board Meeting attached is a resolution that will award the three (3) construction contracts to the lowest responsive, responsible bidders as follows:

- The building itself is awarded to Larson and Larson Builders, Inc. for a cost of \$2,350,000.
- The site improvements for the building is awarded to Stenstrom Excavation and Blacktop Group, Inc. for a cost of \$325,901.35.
- The sanitary sewer and water main extensions along Park Street is awarded to Dales Plumbing, Inc. for a cost of \$169,593.40.
- None of the alternate bids are being awarded in order to help curb costs.

As we discussed, the building contractor/subcontractors are in the process of reviewing the plans and their costs to determine if there are ways to save construction costs without sacrificing quality. We would reasonably expect the results of their review in late January or early February. We are also awaiting costs to bring in fill to the site as it reduces the risk of wet and/or unsuitable materials from the borrow area, and we expect to have those costs in the near future as well.

Please feel free to contact me at (815) 636-9590 with any questions or concerns.



# RESOLUTION 23- 02

# A RESOLUTION OF THE VILLAGE OF POPLAR GROVE RESOLVING TO AWARD CONSTRUCTION CONTRACTS FOR THE CONSTRUCTION OF A NEW PUBLIC WORKS BUILDING

- **WHEREAS**, the Village of Poplar Grove, Illinois ("Village") has identified the need to construct a new Public Works Building (PWB); and
- **WHEREAS**, the Village secured a \$200,000 grant through DCEO that will be utilized to offset the site costs of the PWB; and
- **WHEREAS**, it is necessary to extend public water and sanitary sewer along Park Street to service the new PWB; and
- **WHEREAS**, pursuant to State Statute, public works projects in excess of \$25,000 are required to be publicly bid, unless such bid requirement is waived via supermajority vote of the Board of Trustees; and
- WHEREAS, the Village publicly bid three (3) separate contracts for the construction of the PWB which are identified as (1) Park Street Sanitary Sewer and Watermain Improvements; (2) Site Improvements for a New Public Works Building; (3) A New Public Works Building for the Village of Poplar Grove in accordance with the Village's purchasing policies, DCEO requirements and State Statute; and
- **WHEREAS,** Dales Plumbing Inc., has been identified as the lowest responsive, responsible bidder for the Park Street Sanitary Sewer and Watermain Improvements; and
- **WHEREAS,** Stenstrom Excavation & Blacktop Group, Inc. has been identified as the lowest responsive, responsible bidder for the Site Improvements for a New Public Works Building; and
- WHEREAS, Larson & Larson Builders, Inc. has been identified as the lowest responsive, responsible bidder for the New Public Works Building; and
- **WHEREAS**, this is a Public Works Project subject to the Illinois Prevailing Wage Act and the Village will comply with said act as required by 820 ILCS Sec. 130/0.01 *et seq.*; and
- **WHEREAS,** the Village has determined that it is in the best interest of its citizens to award the bids as set forth herein and complete the work as herein described above.
- **NOW THEREFORE BE IT RESOLVED**, by the President and Board of Trustees of the Village of Poplar Grove, Boone County, Illinois that by the adoption of this Resolution:
  - 1. The above recitals are incorporated herein and made part hereof.

- 2. The Village hereby approves the award of a construction contract to Dales Plumbing, Inc. in the amount of \$169,593.40 for the Park Street Sanitary Sewer and Water Main Improvements.
- 3. The Village hereby approves the award of a construction contract to Stenstrom Excavation and Blacktop Group, Inc. in the amount of \$325,901.35 for the Site Improvements for a New Public Works Building.
- 4. The Village hereby approves the award of a construction contract to Larson and Larson Builders, Inc. in the amount of \$2,350,000.00 for the New Public Works Building.
- 5. The Village President is hereby authorized to execute construction contracts with Dales Plumbing, Inc., Stenstrom Excavation and Blacktop Group, Inc., and Larson and Larson Builders, Inc. in the amounts outlined above.
- 6. The Village hereby approves a contingency of 5% of the sum of the contract values above to be used in the event that unforeseen circumstances arise during construction.
- 7. The Village President is hereby authorized to execute any other document necessary to effectuate the intent set forth in this resolution and the Village Clerk of Poplar Grove shall attest the same after the signature of the Village President.

Adopted this day	/ of	, 2023.	
PASSED UPON MO	TION BY		
SECONDED BY			
BY ROLL CALL VOT	E THIS DA	Y OF	, 2023
AS FOLLOWS:			
VOTING "AYE":			
-			
VOTING "NAY":			

ABSENT, ABSTAIN, OTHER		_
APPROVED	, 2023	
VILLAGE PRESIDENT		
ATTEST:		
VILLAGE CLERK		





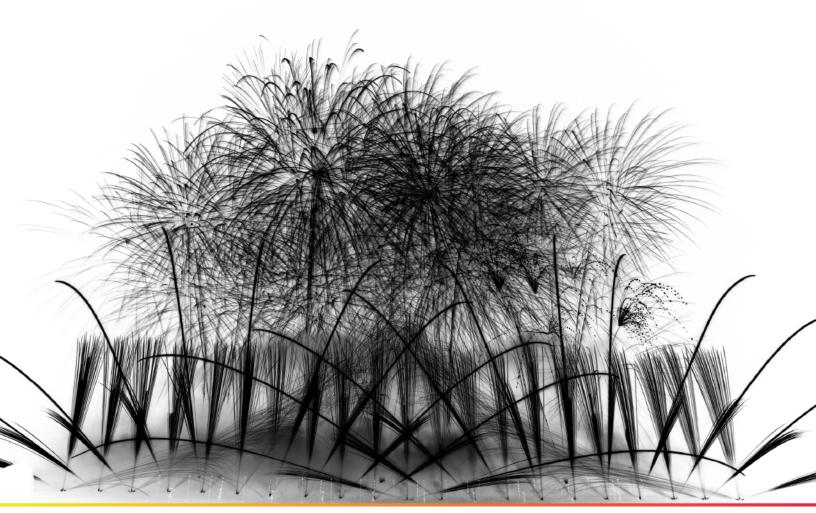
# **OUR CORE VALUES**



We produce each show with tireless dedication. We treat each employee, supplier, and regulator with respect. Individual and team initiative drives our company. Imaginative people are the core of our success. Insuring safety is our top priority. Great performances are our passion.

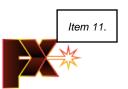
# WHAT THIS MEANS FOR YOUR EVENT

You have a vision for your event and Pyrotecnico will work tirelessly to design a spectacular display to match that vision. Our staff has an unrivaled passion for what we do and that results in superior customer service, advanced display designs, and safe certified/licensed pyrotechnicians for your event.





# YOUR EVENT TEAM





Stephen Vitale - President & CEO - svitale@pyrotecnico.com

As the President and CEO of Pyrotecnico, Stephen provides the leadership for all of our employees and creates the philosophy by which we excel. Stephen has 30 years of experience in the fireworks and special effects industries.

Mark DeVincentis - Chief Financial Officer - mdevincentis@pyrotecnico.com Rick oversees Pyrotecnico's accounting department, and handles Pyrotecnico's daily finances, insurance, and billing.

Chris Liberatore - Executive VP of Fireworks - cliberatore@pyrotecnico.com
Chris supervises the servicing of client accounts, ensuring that you are completely satisfied with our service and your crowd will experience the best show they have ever seen.

Riley Pakosz- Account Manager - rpakosz@pyrotecnico.com
Riley services client accounts, making sure that all aspects of your program are completed in a timely manner.



# **PROPOSAL**



Client: Village of Poplar Grove, IL

**Event Date:** June 10, 2023

**Prepared for:** Katie Jaster

# This Presentation Includes:

- All necessary insurance to include 10 million dollar general liability insurance, 10 million in commercial transportation insurance, and state worker's compensation.
- Our trained technicians to produce the display.
- All transportation and delivery costs. Transportation provided by our commercially licensed drivers.
- All necessary safety precautions to provide a safe and spectacular display, assistance with local and state firework display permits.
- Highly choreographed display design.
- The widest variety of top quality shell and special effects from around the globe that includes our own American products





# Option A: \$20,000 Pyro Musical for 20 Minutes

1,100	1-inch	Assorted A	Aerial	Display	Shells
284	2-inch.	Assorted A	Aerial	Display	Shells
620	2.5-inch	Assorted A	Aerial	Display	Shells
155	3-inch	Assorted A	Aerial	Display	Shells
16	4-inch	Assorted .	Aerial	Display	Shells

# Option B: \$15,000 Pyro Musical for 18 Minutes

815	1-inch	Assorted Aerial Display Shells
212	2-inch.	<b>Assorted Aerial Display Shells</b>
464	2.5-inch	<b>Assorted Aerial Display Shells</b>
115	3-inch	<b>Assorted Aerial Display Shells</b>
52	4-inch	Assorted Aerial Display Shells

# Option C: \$12,000 Pyro Musical for 16 Minutes

690	1-inch	Assorted Aerial Display Shells
180	2-inch.	<b>Assorted Aerial Display Shells</b>
395	2.5-inch	<b>Assorted Aerial Display Shells</b>
97	3-inch	<b>Assorted Aerial Display Shells</b>
43	4-inch	Assorted Aerial Display Shells



# **YOUR SHOW**



We take pride in our ability to "layer" the sky with vivid surprises at varying heights and widths, painting the entire sky into beautiful scenes of color. Your show will be unique and precise, with a timeline that will include an opening mini-finale of bursts to kick off the display, followed by a body filled with unique scenes and special effect barrages, and concluding with a grand finale that will light up the sky like nothing your audience has ever seen!



\*Maximum shell heights will vary for each individual display.

•On average, shells will reach 100' of elevation for every inch in shell diameter.

(Example: 2" shells will reach approximately 200' in elevation.)



# UNMATCHED INNOVATION

Imaginative people are the core of our success, and our creative team is constantly raising the bar and scouring the globe for new technologies. You can rest assured that your display will be innovative and unforgettable in every aspect.

# AWARD-WINNING DISPLAY DESIGN

Our creative team has won many international awards for our unique choreography and impeccable synchronicity, including the coveted Gold Jupiter award among others.

# T E A M

Our exceptional team will ensure that every aspect of your show is completely taken care of from permitting and safety regulations to show execution and clean up, so you can sit back and enjoy the time leading up to your exciting event. We will have the details under control every step of the way.

# 125 YEARS EXPERIENCE

We are bringing 125 years of experience to the table, giving us the knowledge and ability to use the absolute best technology, techniques, and the most innovative products with the utmost safety. We have lived and breathed fireworks and special effects for 125 years, and we will see your show through from concept to clean up.







# **THANK YOU**

Thank you for the time and consideration that you have given us.

We recognize that your standards of excellence must be matched by the vendors that you select for any event. We are honored to have this opportunity to accomplish something spectacular for your organization, and will always strive to exceed expectations.

Pyrotecnico will work tirelessly throughout this process to ensure that every element of the program runs smoothly. From permitting and license paperwork, to design and choreography, to the safe operation of your display, we will endeavor to provide peace-of-mind throughout our partnership.

Thank you again and we look forward to hearing from you very soon.

Riley Pakosz | Account Manager 219.393.9082 (Mobile)

rpakosz@pyrotecnico.com (Email)



### **SERVICE AGREEMENT**

**Date: 1/13/23 FS POPLAR 5** 

Four Seasons Amusements
412 W. Belden Avenue
Addison, IL 60101
www.FourSeasonsAmusements.com
(630) 628-9696, MariaS@FourSeasonsAmusements.com

Purchaser of Services: Village of Poplar Grove

Attn: Katie Jaster, Cell #:

200 N. Hill Street Poplar Grove, IL 61065

(815) 765.3201, kjaster@villageofpoplargrove.com

Type of Entertainment:

1 State Fair Super Slide inc. **Attendant** \$2,695.00 1 Hour State Fair Super Slide Overtime 395.00 Trailer Delivery Charge 295.00

Performance Date: Saturday, June 10, 2023

Performance Time: 2 pm TIL 7 pm

Performance Location: Village of Poplar Grove

200 N. Hill Street

Poplar Grove, IL 61065

<u>Directions</u>: Take 90 West and Take the Belvidere-Genoa Rd exit, EXIT 25. Merge onto Genoa Rd/County Hwy-4 going North. Turn left onto Lawrenceville Rd. Turn right onto Poplar Grove Rd. Turn left onto W Park St. Take the 2nd right onto Hill St. 1hr 8min, 66.5 miles

#### **Special Instructions:**

• Four Seasons Amusements is not responsible for damage caused to grass by ground stakes, delivery vehicle, and/or ride trailer.

**Total Price: \$3,385.00** 

Non-Refundable Deposit: \$1,692.50.....Payment Due By 3/1/23

Balance Due Day of Event Upon Setup: \$1,692.50

The purchaser whose signature appears on this service agreement shall remain responsible for payment. S/he has read and understands the terms of this contract and will forward questions and/or concerns to (630) 628-9696 prior to signing this agreement. Extraordinary or unusual circumstances shall not affect the amount due. Purchaser agrees (by signing this service agreement) that a 4.85% service fee will automatically be added to Invoices paid by Credit Card. THIS SERVICE AGREEMENT IS NOT CANCELLABLE!!! ALL PAYMENTS ARE NON-REFUNDABLE!!! NO RAIN DATES!! IF WE DO NOT RECEIVE THIS SERVICE AGREEMENT SIGNED WITH THE REQUIRED PAYMENT BY THE DATE BELOW, THIS SERVICE AGREEMENT WILL BE NULL AND VOID.

#### SERVICE AGREEMENT RELEASE AND ASSUMPTION OF RISKS

ASSUMPTION OF RISKS: I understand and acknowledge that the activity to be engaged in through my rental of an interactive amusement game(s) and/or other amusement equipment brings with it both known and unanticipated risks to my guests, my invitees and myself. Those risks include but are not limited to falling, slipping, crashing and colliding and could result in injury, illness, disease, emotional distress, death and/or property damage to myself or my guests and invitees.

<u>LIABILITY RELEASE</u>: I voluntarily release, hold harmless and discharge Addison All Sports Company, Inc. dba Four Seasons Amusements (hereinafter referred to as "AASC"), from any and all liability, claims, demands actions or rights of actions, whether personal to me or a third party which are related to, arise out of or are in any way connected with my rental including those allegedly attributable to negligent acts or omissions. I agree to reimburse any reasonable attorney's fees and costs which may be incurred by AASC in the defense of any such liability claim, demand, action or right of action.

In the event that I file cause of action against AASC, I agree to do solely in the state of Illinois, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this service agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I acknowledge that I have adequate homeowner's insurance, tenant insurance, or other liability insurance to cover any bodily injury or property damage which might occur to myself, my guests, or my invitees from the use of the unit I am renting or else I agree to bear the costs of such injury or damage myself.

**RULES**: Purchaser agrees to supervise both the equipment and its use at all time said equipment is in the possession of the purchaser.

I acknowledge and certify that I have had sufficient opportunity to read this entire document, that I understand its content and that I execute it freely, intelligently and without duress of any kind and agree to be bound by its terms.

Please sign and return one copy of this service agreement by: 3/1/23

PURCHASER SIGNATURE	DATE
NAME (PLEASE PRINT)	

THANK YOU FOR CHOOSING FOUR SEASONS AMUSEMENTS!!!

Celebrating Over 45 Years of Outstanding Service!!! WE APPRECIATE YOUR REPEAT BUSINESS!!!

#### SERVICE AGREEMENT

Four Seasons Amusements 412 W. Belden Avenue Addison, IL 60101

Date: 1/13/23 FS POPLAR 6

www.FourSeasonsAmusements.com

(630) 628-9696, MariaS@FourSeasonsAmusements.com

Purchaser of Services: Village of Poplar Grove

Attn: Katie Jaster, Cell #:

200 N. Hill Street Poplar Grove, IL 61065

(815) 765.3201, kjaster@villageofpoplargrove.com

# Type of Entertainment:

1 Mickey Playland inc. Attendant	\$695.00
1 America's Challenge Obstacle course inc. Attendant	
2 Hours Inflatable Overtime Charge @ \$275./ hour	
2 5K Generators inc. gas @ \$195. Each	
Base Delivery Charge	

Performance Date: Saturday, June 10, 2023

Performance Time: 2 pm TIL 7 pm

Performance Location: Village of Poplar Grove

200 N. Hill Street

Poplar Grove, IL 61065

Directions: Take 90 West and Take the Belvidere-Genoa Rd exit, EXIT 25. Merge onto Genoa Rd/County Hwy-4 going North. Turn left onto Lawrenceville Rd. Turn right onto Poplar Grove Rd. Turn left onto W Park St. Take the 2nd right onto Hill St. 1hr 8min, 66.5 miles

### **Special Instructions:**

Four Seasons Amusements is not responsible for damage caused to grass by ground stakes, delivery vehicle, and/or ride trailer.

**Total Price: \$2,925.00** 

Non-Refundable Deposit: \$1,462.50......Payment Due By 3/1/23

Balance Due Day of Event Upon Setup: \$1,462.50

The purchaser whose signature appears on this service agreement shall remain responsible for payment. S/he has read and understands the terms of this contract and will forward questions and/or concerns to (630) 628-9696 prior to signing this agreement. Extraordinary or unusual circumstances shall not affect the amount due. Purchaser agrees (by signing this service agreement) that a 4.85% service fee will automatically be added to Invoices paid by Credit Card. THIS SERVICE AGREEMENT IS NOT CANCELLABLE!!!! ALL PAYMENTS ARE NON-REFUNDABLE!!! NO RAIN DATES!! IF WE DO NOT RECEIVE THIS SERVICE AGREEMENT SIGNED WITH THE REQUIRED PAYMENT BY THE DATE BELOW, THIS SERVICE AGREEMENT WILL BE NULL AND VOID.

#### SERVICE AGREEMENT RELEASE AND ASSUMPTION OF RISKS

ASSUMPTION OF RISKS: I understand and acknowledge that the activity to be engaged in through my rental of an interactive amusement game(s) and/or other amusement equipment brings with it both known and unanticipated risks to my guests, my invitees and myself. Those risks include but are not limited to falling, slipping, crashing and colliding and could result in injury, illness, disease, emotional distress, death and/or property damage to myself or my guests and invitees.

<u>LIABILITY RELEASE</u>: I voluntarily release, hold harmless and discharge Addison All Sports Company, Inc. dba Four Seasons Amusements (hereinafter referred to as "AASC"), from any and all liability, claims, demands actions or rights of actions, whether personal to me or a third party which are related to, arise out of or are in any way connected with my rental including those allegedly attributable to negligent acts or omissions. I agree to reimburse any reasonable attorney's fees and costs which may be incurred by AASC in the defense of any such liability claim, demand, action or right of action.

In the event that I file cause of action against AASC, I agree to do solely in the state of Illinois, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this service agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I acknowledge that I have adequate homeowner's insurance, tenant insurance, or other liability insurance to cover any bodily injury or property damage which might occur to myself, my guests, or my invitees from the use of the unit I am renting or else I agree to bear the costs of such injury or damage myself.

**RULES**: Purchaser agrees to supervise both the equipment and its use at all time said equipment is in the possession of the purchaser.

I acknowledge and certify that I have had sufficient opportunity to read this entire document, that I understand its content and that I execute it freely, intelligently and without duress of any kind and agree to be bound by its terms.

Please sign and return one copy of this service agreement by: 3/1/23

PURCHASER SIGNATURE	DATE
NAME (PLEASE PRINT)	

THANK YOU FOR CHOOSING FOUR SEASONS AMUSEMENTS!!!

Celebrating Over 45 Years of Outstanding Service!!!

WE APPRECIATE YOUR REPEAT BUSINESS!!!

# **RESOLUTION NUMBER: 2023-03**

# A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS TO APPROVE AND AUTHORIZE THE VILLAGE PRESIDENT TO EXECUTE AGREEMENTS WITH FOUR SEASONS AMUSEMENTS

**WHEREAS**, the Village of Poplar Grove (the "Village") is in need of equipment known as "Mickey's Playhouse" and "State Fair Super Slide" for Neighbors Night on June 10, 2023; and

WHEREAS, the Village desires to retain the services of Four Seasons Amusements to provide such equipment; and

**WHEREAS**, the Village and Four Seasons Amusements have reached an accord as to the terms and conditions upon which Four Seasons Amusements will provide such services and have memorialized the same in the Agreements attached hereto as <u>Exhibit A</u> and incorporated herein ("Agreement"); and

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

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

- 1. The above recitals are incorporated herein and made a part hereof.
- 2. The Village hereby accepts and approves the Agreements attached hereto as Exhibit A, or agreements in substantially similar form at a cost not to exceed \$6,310.00.
- 3. The Village President and Village Clerk are hereby authorized to execute and attest the Agreement.

PASSED UPON MOTION BY
SECONDED BY
BY ROLL CALL VOTE THIS DAY OF, 2023
AS FOLLOWS:
VOTING "AYE":
VOTING "NAY":

ABSENT, ABSTAIN, OTHER	
APPROVED	, 2023
VILLAGE PRESIDENT	
ATTEST:	
VILLAGE CLERK	

# **EXHIBIT A- AGREEMENTS**