VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, March 17, 2021 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

AGENDA

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

APPROVAL OF AGENDA (Voice Vote)

APPROVAL OF MINUTES (Voice Vote)

1. Motion to approve minutes from February 17, 2021 Village Board meeting

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

PLANNING AND ZONING

2. Motion to approve **Resolution 21-14** a resolution of the Village of Poplar Grove appointing the individuals to fill a vacancy in the planning and zoning commission
3. Appointment of planning and zoning members

ADMINISTRATION & ZONING, TRUSTEE QUIMBY

4. Motion to approve **Ordinance 21-02** an ordinance of the Village of Poplar Grove authorizing a twelve-month extension of the special use permit for indoor entertainment sales/service within the GB, General Business District (13525 Illinois Route 76) previously approved by Ordinance 2020-11
5. Motion to approve Great Himalaya LLC D/B/A Countryside Liquors Class C liquor license

6. Motion to approve **Ordinance 21-04** an ordinance of the Village of Poplar Grove, Illinois amending various provisions of the code to remove references to the position of the Village Administrator and emend purchasing procedures
7. Motion to approve **Ordinance 21-05** an ordinance of the Village of Poplar Grove, Illinois providing for the disposal of certain personal property

FINANCE AND PUBLIC WORKS, TRUSTEE MILLER

8. Motion to approve **Resolution 21-11** a resolution of the Village of Poplar Grove, Illinois to approve and authorize the trade in of certain Village property to purchase a high - volume copier with Rockford Business Systems, Inc.
9. Motion to approve **Resolution 21-12** a resolution of the Village of Poplar Grove to authorize public bid letting for the 2021 pavement maintenance program
10. Motion to approve check disbursement in the amount of $138235.40 in AP checks, $12,219.22 in Insurance Expense checks, and $7,853.15 in EFTS. Grand Total: $158,307.77.

NEW BUSINESS

11. Motion to approve change order with Bufalo Contacting in the amount $2,050.00
12. Motion to approve **Resolution 21-13** a resolution directing the Belvidere Community Development Department (planning department) to publish the zoning map of the Village of Poplar Grove
13. Motion to approve **Resolution 21-15** a resolution of the Village of Poplar Grove, Illinois to approve and authorize the Village President to execute an extension to agreement with Midwest Dirt, LLC for snow and ice removal services
14. Motion to approve **Resolution 21-17** a resolution of the Village of Poplar Grove, Illinois to authorize an emergency expense for Pearson Plumbing and Heating to repair a sanitary sewer lateral in the amount $4,975.00
15. Motion to approve **Resolution 21-18** a resolution of the Village of Poplar Grove, Illinois to approve and authorize the Village President to execute an agreement with Minnihan's Tree Service for tree removal services
16. Motion to approve **Resolution 21-16** a resolution of the Village of Poplar Grove, Illinois to approve and authorize the purchase of a trailer with Rondo Equipment
17. Motion to approve **Ordinance 21-06** an ordinance of the Village of Poplar Grove, Illinois approving and authorizing the Village to enter into a first amendment to fixed cash farm lease agreement for the real property located at XX Park Street, Poplar Grove

GOOD OF THE VILLAGE

18. **Village Hall Closed for Good Friday April 2, 2021**
    Administration and Zoning - Monday April 12, 2021 - 6:30 pm
    Finance and Public Works - Monday April 12, 2021 - 6:30 pm
    Public Hearing - Wednesday April 21, 2021 - 6:45 pm
    Board of Trustees - Wednesday April 21, 2021 - 7:00 pm
    Planning and Zoning- Wednesday April 28, 2021 - 6:00 pm

ADJOURNMENT (Voice Vote) KJA 03/15/2021

ILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, February 17, 2021 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

MINUTES

CALL TO ORDER
Meeting was called to order by President Costanza at 7:00pm

ROLL CALL
PRESENT
President Owen Costanza
Finance Trustee Eric Miller
Trustee Jeff Goings
Trustee Ed Wethington
Trustee David Allgood
Trustee James Wehrle
Clerk Karri Anderberg
Attorney Roxanne Sosnowski
Treasurer Carina Boyd
Public Works Director Mitch Hilden
Engineer Chris Dopkins
ABSENT
Admin Trustee Ron Quimby

APPROVAL OF PHONE PARTICIPATION (Roll Call)
No phone participation

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

APPROVAL OF MINUTES (Voice Vote)
1. Motion to approve Village Board meeting minutes from January 20, 2021

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

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

no public comment

PROCLAMATION

President Costanza presented all three proclamations

2. Proclamation for Walter Petroske
3. Proclamation for Eagle Scout Trevor Hada
4. Proclamation for Eagle Scout Daniel S. Garner

FINANCE AND PUBLIC WORKS, TRUSTEE MILLER

5. Motion to approve check disbursement in the amount of $149,869.80 in AP checks, $12,219.22 in Insurance Expense checks, and $7,853.15 in EFTS. Grand Total: $169,942.17
   Motion made by Finance Trustee Miller, Seconded by Trustee Goings.
   Voting Yea: Finance Trustee Miller, Trustee Goings, Trustee Wethington, Trustee Allgood, Trustee Wehrle

6. Motion to approve **Resolution 21-04** a resolution of the Village of Poplar Grove, Illinois approving an engagement agreement with Lauterbach & Amen LLP for financial audit services
   Motion made by Finance Trustee Miller, Seconded by Trustee Wethington.
   Voting Yea: Finance Trustee Miller, Trustee Goings, Trustee Wethington, Trustee Allgood, Trustee Wehrle

7. Motion to approve **Resolution 21-05** a resolution of the Village of Poplar Grove, Illinois to approve and authorize the Village President to execute an agreement with Bufalo Contracting, Inc for restoration and remodeling services
   Motion made by Finance Trustee Miller, Seconded by Trustee Wehrle.
   Voting Yea: Finance Trustee Miller, Trustee Goings, Trustee Wethington, Trustee Allgood, Trustee Wehrle

8. Motion to approve **Resolution 21-06** a resolution of the Village of Poplar Grove resolving enter into a professional service agreement for design and construction engineering services for the 2021 Pavement Maintenance program
   Motion made by Finance Trustee Miller, Seconded by Trustee Wethington.
   Voting Yea: Finance Trustee Miller, Trustee Goings, Trustee Wethington, Trustee

Allgood, Trustee Wehrle

9. Motion to approve **Resolution 21-07** a resolution of the Village of Poplar Grove, Illinois to approve and authorize the purchase and installation of additional office workstations and seating with Boss office Products
Motion made by Finance Trustee Miller, Seconded by Trustee Allgood.
Voting Yea: Finance Trustee Miller, Trustee Goings, Trustee Wethington, Trustee Allgood, Trustee Wehrle

ADMINISTRATION & ZONING, TRUSTEE QUIMBY

10. Motion to approve **Resolution 21-08** a resolution of the Village of Poplar Grove, Illinois to approve and authorize the Village President to execute a renewal agreement with Tilford's Auto and Truck Service Center for towing service
Motion made by Trustee Goings, Seconded by Finance Trustee Miller.
Voting Yea: Finance Trustee Miller, Trustee Goings, Trustee Wethington, Trustee Allgood, Trustee Wehrle

OLD BUSINESS

11. Motion to approve **Resolution 21-01** a resolution of the Village of Poplar Grove, Illinois to approve and authorize the advancement of funds to downstate stabilization program grantee Mortimer Enterprises, LLC series D/B/A Mortimer's Roadhouse & Grill
Motion made by Trustee Goings, Seconded by Trustee Wethington.
Voting Yea: Finance Trustee Miller, Trustee Goings, Trustee Wethington, Trustee Allgood, Trustee Wehrle

NEW BUSINESS

12. Motion to approve Resolution 21-09 a resolution of the Village of Poplar Grove, Illinois to approve and authorize the Village President to execute an agreement with RBG Janitorial for all Village Hall cleaning services

GOOD OF THE VILLAGE

13. Re Scheduled 2021 Budget Workshop - Thursday March 4, 2021 - 6:00 pm
Administration and Zoning - Monday March 8, 2021 - 6:30 pm
Finance and Public Works - Monday March 8, 2021 - 6:30 pm
Board of Trustees - Wednesday March 17, 2021 - 7:00 pm
Planning and Zoning- Wednesday March 24, 2021 - 6:00 pm

ADJOURNMENT (Voice Vote)

Motion made by Trustee Goings, Seconded by Trustee Wethington. Motion passed by voice vote.
Meeting adjourned at 7:19pm

RESOLUTION NO: 21-14

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE APPOINTING INDIVIDUALS TO FILL A VACANCY IN THE PLANNING AND ZONING COMMISSION

WHEREAS, the Village of Poplar Grove ("Village") has established a Planning and Zoning Commission to assume jurisdiction of all matters assigned to the Zoning Board of Appeals, the Planning Commission, or the Zoning Committee; and

WHEREAS, the Village has the authority to appoint members to the Planning and Zoning Commission; and

WHEREAS, the Planning and Zoning Commission is to consist of seven (7) members to serve respectively for the following terms: one member for one (1) year, one member for two (2) years, one member for three (3) years, one member for four (4) years, one member for five (5) years, one member for six (6) years, and one member for seven (7) years, the successor to each member so appointed to serve for a term of five (5) years; and

WHEREAS, pursuant to Section 8-3-3, entitled "Terms of Office; Vacancies; Removal," vacancies on the Planning and Zoning Commission shall be filled for the unexpired term of the member whose place has become vacant; and

WHEREAS, the members of the Planning and Zoning Commission are to be appointed by the Village President, subject to the advice and consent of the Village Board of Trustees; and

WHEREAS, George Flower was appointed to serve as a member of the Planning and Zoning Commission for a three (3) year term, set to expire on April 30, 2021; and

WHEREAS, George Flower resigned from his three (3) year term as a member on the Planning and Zoning Commission, effective March 3, 2021; and

WHEREAS, the Village President of the Village of Poplar Grove wishes to appoint Darrell McFarlin to serve the remainder of George Flower's vacated three (3) year term as a member on the Planning and Zoning Commission which shall expire on April 30, 2021; and

WHEREAS, the Village President of the Village of Poplar Grove thereafter wishes to re-appoint Darrell McFarlin to serve a five (5) year term to serve as a member of the Planning and Zoning Commission which shall commence on May 1, 2021 and which shall expire on April 30, 2026; and

WHEREAS, in accordance with the Village's Code of Ordinances, the Village has the authority, upon the conclusion of a member's initially appointed term of years, to appoint successor members to serve for a term of five (5) years; and

WHEREAS, the Village President of the Village of Poplar Grove wishes to re-appoint certain Planning and Zoning Commission members, who have concluded their initial term of years as set forth in Resolution 18-13, to terms which shall complete their five (5) year successor term; and

WHEREAS, the Village Board of Trustees finds it to be in the best interest of the Village to make such appointments to best serve the public.

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

Section 1. Recitals. The recitals set forth above are incorporated herein as part of this Resolution.

Section 2. Appointment of Commissioners.

a. Darell McFarlin is hereby appointed to serve as a member of the Planning and Zoning Commission of the Village of Poplar Grove for a term set to expire on April 30, 2021, to replace the unexpired three-year term of George Flower.

b. Darell McFarlin is hereby appointed to serve as a member of the Planning and Zoning Commission of the Village of Poplar Grove for a successor term of five years, set to commence on May 1, 2021, and set to expire on April 30, 2026. Upon expiration of this term on April 30, 2026, any successor thereafter shall serve a five (5) year term.

c. Nate Sorka is hereby re-appointed to serve as a member of the Planning and Zoning Commission of the Village of Poplar Grove for a term of three (3) years with said term set to expire of April 30, 2024. Upon expiration of this term on April 30, 2024, any successor thereafter shall serve a five (5) year term.

d. Dan Cheek is hereby re-appointed to serve as a member of the Planning and Zoning Commission of the Village of Poplar Grove for a term of four (4) years with said term set to expire on April 30, 2025. Upon expiration of this term on April 30, 2025, any successor thereafter shall serve a five (5) year term.

Section 3. Effective Date. This Resolution shall be in full force and effective immediately upon its passage and approval.

Section 4. Severability. In the event that any section, clause, provision, or part of this Resolution shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING “AYE”: _____

_____

VOTING “NAY”: _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED _____, 2021

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

ORDINANCE NO. 2021-02

AN ORDINANCE OF THE VILLAGE OF POPLAR GROVE AUTHORIZING A TWELVE-MONTH EXTENSION OF THE SPECIAL USE PERMIT FOR INDOOR ENTERTAINMENT SALES/SERVICE WITHIN THE GB, GENERAL BUSINESS DISTRICT (13525 ILLINOIS ROUTE 76) PREVIOUSLY APPROVED BY ORDINANCE 2020-11

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

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

WHEREAS, the applicant, Dixal Lotwala d/b/a Countryside Liquor, 13525 Illinois Route 76 on behalf of the property owner, Harris Farms- Oak Lawn LTD., 13537 Illinois Route 76, Poplar Grove, IL 61065 has petitioned the Village for a special use for indoor entertainment sales/service (video gaming) at 13525 Illinois Route 76; 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 25, 2020 concerning the proposed special use; and

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

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

WHEREAS, the corporate authorities by passage of Ordinance 2020-11 did approve the special use permit request; and

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

WHEREAS, the applicant, Dixal Lotwala d/b/a Countryside Liquor, on behalf of the property owner, Harris Farms- Oak Lawn LTD, now requests a twelve-month extension of the

original special use permit approval under the same terms and conditions of the original approval; and

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

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

Section 1. That a special use in the GB, General Business District for indoor entertainment sales/service (video gaming) at the property legally described in Ordinance 2020-11 is hereby granted a twelve-month extension which extension will expire on April 15, 2022 subject to the following conditions:

A. The special use shall be developed in substantial conformance with the narrative submitted with the application. (Attachment A to Ordinance 2020-11)

B. Compliance with all other applicable codes and ordinance.

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

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

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

Section 5. Except as amended in this Ordinance, all other provisions and terms of Village Code of Ordinances shall remain in full force and effect as previously enacted except that those ordinances, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED this ____ day of _____, 2021.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

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

ATTEST:

_____
Village Clerk

Village of Poplar Grove

APPLICATION FOR LICENSE TO SELL ALCOHOLIC LIQUOR AT RETAIL

Check Class of License Applied for:

○ Class A (6 Day, On Premise, Full Kitchen) $900	○ Class F (BYOB with Food) $150
○ Class B (6 Day, Retail off Premise) $500	○ Class G (Golf) $900
○ Class BB (Boutique) $5000	○ Class H (Local Catering) $250
✓ Class C (6 Day, Less 12% on Premise) $700	○ Class I (Non-Local Cater) $350
○ Class D (Sunday) $100	○ Class J (Beer Garden) $100
○ Class E (Event) $100	

OFFICE USE ONLY
License No: _____
Date Issued: _____
License Expires: _____
Liquor: 700 Gaming: _____
Tobacco: _____ Fees: 700
Cash: _____ Check #: 2544

Initial Application will include a $100 administrative fee.

SECTION 1: Applicant Information:

Applicant Name: PARAG MODI Date of Birth: [redacted]

Address: [redacted] Phone: ([redacted])

Primary Contact Person: DIXAL LOTWALA Phone: ([redacted])

Business Name: GREAT HIMALAYA LLC Phone: (815) 765-0746

d/b/a Name: COUNTRYSIDE LIQUERS

Premise Address: 13525 RTE 76, POPLAR GROVE, IL 61065

Entity Information (if applicable):

Date of formation: 05/02/17 Illinois Secretary of State Number: _____

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: LEASE *(if leased, attach a copy of the lease to the application)*

Renter of Premises: _____ Illinois Liquor License No.: 1A-1134623

[ ] YES [X] NO Has applicant ever made an application for a liquor license which was denied?
[ ] YES [X] NO Has applicant ever had any previous liquor license suspended or revoked?
[ ] YES [X] NO Has the applicant ever been convicted of a felony?
[ ] YES [X] NO Has the applicant ever been convicted of a gambling offense?
[ ] YES [X] NO Do you possess a current federal wagering or gambling device stamp?
[ ] YES [X] NO Are you, or any other owner, in your place of business, a public official?

**If yes to any of the above, please explain on a separate sheet and attach to application.*

Dram Shop Coverage:

Applicant must provide a copy of their dram shop insurance naming the Village as certificate holder and additional insurer pursuant to Village Ordinance **2-2-3-A-2.**

Insurance Company: Lloyd's of London Policy Number: LIQ10642609

Coverage Limit: Policy Effective Date: Expiration Date:

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

Section 2: Owner & Officer Information:

For every individual applicant, sole owner, partner, member, corporate officer, stockholder or director (whether or not they own any stock), stockholder owning in the aggregate more than 5% of the stock (including officers, directors, and stockholders of more than 5% for all corporate stockholders), manager or agent conducting the business please supply the following information. All Not-for-Profit organization and associations must supply the requested information for all officers, directors and managers. Indicate the total percentage of stock of the corporation, if any, which is held by persons who have less than 5% interest.

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

1) Name: PARAG (First) [redacted] (Middle) MODI (Last)
[redacted] (Date of Birth) [redacted] (Driver's License No.) IL (State) Manager (Title) 43%. (% Ownership)

2) Name: DIXAL (First) [redacted] (Middle) LOTWALA (Last)
[redacted] (Date of Birth) [redacted] (Driver's License No.) IL (State) Manager (Title) 43%. (% Ownership)

3) Name: DAVID (TAK) (First) [redacted] (Middle) HA (Last)
[redacted] (Date of Birth) [redacted] (Driver's License No.) IL (State) Clerk (Title) 14%. (% 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)

Premium Summary Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement No. LIQ/106426.10/005
Policy Number: LIQ/106426.10
Assured Name (Licensee): Affiliated Marketing, Inc./Miska's Liquors Stores, Inc. (Suburban)/Ideal Promotions
Insurer: Certain Underwriters at Lloyd's, London
Effective Date: 01 March 2021

In consideration of the additional/(return) premium shown below, it is hereby understood and agreed that the attached endorsements apply.



Total Additional/(Return) Due: $36.00

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

Date of Issue: 26 February 2021

By:

Endorsement LIQ/106426.10/005 – Change to Location ONE Details
Attached to and forming part of Certificate No. LIQ/106426.10
UNDERWRITERS AT LLOYD'S, LONDON (not incorporated)

Effective Date
With effect from 01 March 2021 to 01 July 2021 both days at 12:01 a.m. Central Standard Time the following Statements have been changed:
And location details are restated as below.
Changes apply to the Schedule of Warranties and all other Policy endorsements applicable to the location.

ILLINOIS LICENSED
Lloyd's Illinois, Inc. for Underwriters at Lloyd's, London
26 February 2021

Statement 1. (A) Name and Address of Assured (Licensee)
Affiliated Marketing, Inc./Miska's Liquors Stores, Inc. (Suburban)/Ideal Promotions
101 W. 22nd St, #202
Lombard
Illinois
60148

(B) Name and Address of Assured (Owner)
Miska's Liquors Stores, Inc. (Suburban)
See Schedule of Locations
Attached
.
Illinois

Statement 2. This Insurance is limited to sales or gifts of alcoholic liquor made by the Licensee(s) named in Statement 1(A) at the following premises:
See Schedule of Locations
Includes Wine Tasting in IL
Illinois

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

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

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

Classification of Risk	Amount of Gross Annual Receipts	Premium
TAVERN	$406000	See Premium
PACKAGE STORE	$15092272	Summary LII M (01/07)

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

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

Donald Gaddis Company, Inc

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

ENDORSEMENT NO. LIQ/106426.10/005

IN CONSIDERATION OF **$36.00 ADDITIONAL PREMIUM**, IT IS AGREED THAT THE FOLLOWING LOCATION IS HEREBY AMENDED:

LOC #13 COUNTRYSIDE LIQUORS
Great Himalaya LLC DBA:
13525 Route 76
Popular Grove, IL 60165
RECEIPTS PACKAGE: $400,000.00 RECEIPTS BAR: $5,000

ADDITIONAL PREMIUM: $36.00 EFFECTIVE: March 1, 2021

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

EFFECTIVE DATE OF THIS ENDORSEMENT: MARCH 1, 2021 ATTACHING TO AND FORMING A PART OF CERTIFICATE NO. LIQ/106426.10 NAME OF INSURED: AFFILIATED MARKETING, INC/MISKA'S LIQUORS STORES, INC. (SUBURBAN / IDEAL PROMOTIONS

UNDERWRITERS AT LLOYDS, LONDON

Donald Gaddis Co., Inc.

ILLINOIS LICENSED
Lloyd's Illinois, Inc. for Underwriters at Lloyd's, London
26 February 2021

GREAT-8

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/26/2021

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 Dasco Insurance Agency, Inc. 628 Academy Dr Northbrook, IL 60062 847-291-0660	CONTACT NAME: Dasco Insurance Agency, Inc. PHONE (A/C, No, Ext): 847-291-0660 FAX (A/C, No): 847-480-9889 E-MAIL ADDRESS: conniew@dascoins.com
INSURED Great Himalaya LLC dba Countryside Liquors 13525 IL Rte 76 Poplar Grove, IL 61065	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Lloyd's of London INSURER B : 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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	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			LIQ10642609	07/01/2020	07/01/2021	CSL	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

On Site Consumption added to the Policy as of March 1, 2021

Location Address: 13525 IL Rte 76
Poplar Grove IL 61065

CERTIFICATE HOLDER

Village of Poplar Grove
Liquor License Dept.
100 Ray 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

Connie Wiggins

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The ACORD name and logo are registered marks of ACORD

GREAT-8

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/26/2021

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 847-291-0660 Dasco Insurance Agency, Inc. 628 Academy Dr Northbrook, IL 60062	CONTACT NAME: Dasco Insurance Agency, Inc. PHONE (A/C, No, Ext): 847-291-0660 FAX (A/C, No): 847-480-9889 E-MAIL ADDRESS: conniew@dascoins.com
INSURED Great Himalaya LLC dba Countryside Liquors 13525 IL Rte 76 Poplar Grove, IL 61065	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Lloyd's of London INSURER B : 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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	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			LIQ10642609	07/01/2020	07/01/2021	CSL	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

On Site Consumption added to the policy as of March 1, 2021

Location Address: 13525 IL Rte 76, Poplar Grove IL 61065

CERTIFICATE HOLDER

STATE-2

Illinois Liquor
Control Commission
100 West Randolph
Suite #7-801
Chicago, IL 60601

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Connie Wiggins

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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.

P.R. MODI
(SIGNATURE OF APPLICANT OR AUTHORIZED AGENT)

(SIGNATURE OF APPLICANT OR AUTHORIZED AGENT)

MANAGER
(TITLE OR POSITION)

(TITLE OR POSITION)

03-04-2021
(DATE SIGNED)

(DATE SIGNED)

STATE OF IL)

COUNTY OF Boone) SS

OFFICIAL SEAL
HEIDE ANNE KACKLEY
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 10/31/2022

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 4th DAY OF March, 20 21

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

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	CHAIRMAN ASIAN MEDIA USA.
(TITLE OR POSITION)	(TITLE OR POSITION)
03/03/2021	03/03/2021
(DATE SIGNED)	(DATE SIGNED)

STATE OF IL.)

COUNTY OF IL.) SS

"OFFICIAL SEAL"
SURYAKANT BODIWALA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/4/2024

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 03 DAY OF MARCH, 2021

NOTARY PUBLIC

ORDINANCE NUMBER: 21-04

AN ORDINANCE OF THE VILLAGE OF POPLAR GROVE, ILLINOIS AMENDING VARIOUS PROVISIONS OF THE CODE TO REMOVE REFERENCES TO THE POSITION OF VILLAGE ADMINISTRATOR AND AMEND PURCHASING PROCEDURES

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

WHEREAS, various provisions of the Code reference the title, duties, and responsibilities of the position of Village Administrator; and

WHEREAS, the Village desires to amend various provisions of the Code to remove and or alter references to the title, duties, and responsibilities of the position of Village Administrator; and

WHEREAS, the Village desires to amend certain Purchasing Procedures for purchases above the state limit; and

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

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

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

2. That Title 1—Administration, Chapter 6—Village Officers and Employees, Article H—Village Administrator is amended to read as follows (deletions shown as strikethroughs and new language as bold and underlined):

   "ARTICLE H. ~~- VILLAGE ADMINISTRATOR.~~" **RESERVED.**

3. That Title 1—Administration, Chapter 6—Village Officers and Employees, Article H—Village Administrator, Section 1-6H-1 through Section 1-6H-7 the Village Code of Ordinances is amended to read as follows (deletions shown as strikethroughs and new language as bold and underlined):

   "~~Section 1-6H-1. OFFICE CREATED.~~
   ~~There is hereby created in the Village the position of one Village Administrator.~~

   ~~1-6H-2. COMPENSATION.~~

   ~~The Village Administrator shall receive such compensation as is fixed from time to time by the Village Board of Trustees.~~

~~1-6H-3. APPOINTMENT.~~

~~The Village Administrator shall be appointed by the Village President with the advice and consent of the Village Board of Trustees for a term concurrent with that of the Village President.~~

~~I-6H-4. REMOVAL.~~

~~The corporate authorities may remove the Village Administrator at any time by a two-thirds vote for the Village Board without incurring liability to the Village Administrator for any compensation due him/her for the remainder of his/her annual appointment.~~

~~1-6H-5. TRANSFER OR ASSUMPTION OF DUTIES IN ABSENCE OR INCAPABILITY.~~

~~In the event that the administrator shall be absent from the Village or incapable of discharging such duties and responsibilities for any reason, the Village President may appoint an interim administrator or delegate the duties of the Village Administrator to one or more current Village Officers.~~

~~1-6H-6. EDUCATION.~~

~~Minimum education should include a bachelor's degree in business administration, public administration, community planning or related field, and a minimum of three years direct employment experience in the public sector. A preference will be given for strong accounting and budgeting skills and for those holding a master's or related advanced degree. Furthermore, the position requires the following.~~

~~A. Proficiency in general accounting principles, public finance, municipal accounting and budgeting;~~
~~B. Experience in cost-benefit analysis, risk and project management principles;~~
~~C. Experience with communication, graphics and database programs;~~
~~D. Strong communication and interpersonal skills;~~
~~E. Verbal and writing skills associated with public and customer service for effectively interacting with citizens, colleagues, elected officials and various outside contractors;~~
~~F. Basic research and record keeping principles and disciplines.~~

~~1-6H-7. DUTIES.~~

~~A. Primary Duties and Responsibilities. The primary responsibilities of this position include but are not limited to the following.~~

1. Carry out directives of the Village President and Village Board which require administrative implementation, reporting promptly to the Village President;
2. Serve as the primary staff person in procuring and monitoring the annual operating budget in accordance with all statutory requirements; and serve as the primary staff responsible for monitoring the budget and answering budget inquiries of staff and elected officials;
3. In consultation with the Village President, administer all day-to-day operations of the Village government, including the monitoring of all Village ordinances, resolutions, Village Board meetings and state statutes;
4. Draft administrative procedures to increase the effectiveness and efficiency of Village government according to the best practices in local government;
5. Promote the economic and business development of the Village through the use of outreach, marketing and promotion of development within Poplar Grove and a variety of other means to produce expanded property and commercial tax base;
6. Except as otherwise provided in this Code, oversee all aspects of personnel and benefits administration including evaluation, discipline, pay and wage recommendation, and health insurance claims. He/she is responsible for maintaining all personnel files for the Village. This section shall not be construed to provide any oversight over any Officer appointed by the Village President under this Code;
7. Oversee the engagement of independent consultants/contractors through drafting RFPs or bid requests, review the bids or proposals and make a recommendation to the Village Board;
8. Establish and maintain procedures to facilitate communications between citizens and Village government to assure that complaints, grievances, recommendations and other matters receive prompt attention by the responsible official;
9. Promote the economic well-being and growth of the Village through public and private sector cooperation;
10. Attend all meetings of the Village Board, assisting the President and the Board as required in the performance of their duties;
11. Attend all regular, special, and committee meetings of the Village Board of Trustees deemed to be appropriate unless excused therefrom by the Village President or other committee chairperson;
12. Keep the President and Board regularly informed about the activities of the administrator's office by written monthly reports at regular meetings of the Administration and Zoning committee;
13. Serve as the purchasing agent for the Village, supervising all purchasing and overseeing the contracting for supplies and services;
14. With the assistance of the Department heads, conduct and maintain an inventory of all Village real and personal property;
15. Perform all other duties as may be assigned by the Board.

B. Secondary, Incidental Duties and Responsibilities. In addition to the essential duties and responsibilities of this position, other needs arise on an as needed or less frequent basis. Some of those duties include.

~~1. Attend conferences, seminars, workshops and court proceedings as needed;~~
~~2. Administratively approve and issue certain requests for permits such as; block parties, one-day special events not involving the sale of alcohol, use of Village facilities following submittal of the appropriate application, and any other permit which can be approved administratively not in violation of the Illinois Municipal Code as the Village Board may determine from time to time.~~

~~C. Supervisory Responsibilities. The supervisory responsibility of this position includes, but is not limited to, the following.~~

~~1. Provide administrative direction and coordination for all Department heads of the Village according to the established organization procedures;~~
~~2. Work closely with Department heads to assure that employees receive adequate opportunities for training to maintain and improve their job-related knowledge and skills.~~"

4. That Title 1—Administration, Chapter 6—Village Officers and Employees, Article J—Reimbursement for Training/Class(es)/Travel, Section 1-6J-1, Subsection A and Subsection D of the Village Code of Ordinances is amended to read as follows (deletions shown as strikethroughs and new language as bold and underlined):

"1-6J-1. —ELECTED OFFICIAL TRAVEL REIMBURSEMENT

A. Before a training session, seminar, or class begins, any member of the corporate authorities must submit to the Village ~~Administrator~~ **President** or his or her designee documentation regarding the training, seminar or class along with the anticipated costs associated therewith. At the time of review, and before attendance is approved or denied, consideration will be given to mileage, food, attendance fees and wages. No member of the corporate authorities will be reimbursed for any entertainment expense, which includes shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement.

D. Classes and conferences are the only types of official business for which travel, meal, and lodging expenses are allowed. The maximum allowable reimbursement for travel, meal, and lodging expenses is set at $800.00 per class or conference. Meal costs are subject to the following per day maximum reimbursement limits. Breakfast - $8.00, Lunch -$12.00, Dinner - $20.00. If a meal or meals is provided with the training class attended, reimbursement will not be provided by the Village meals. The Village will not reimburse for any alcohol expenses of any kind. A form for submission of travel, meal, and lodging should be obtained from the Village ~~Administrator~~ **Clerk**. Approval of expenses that exceed the maximum allowable travel, meal, or lodging expenses, will only be approved in the event of an emergency or other extraordinary circumstances. Expenses for travel, meals and lodging of any member of the corporate authorities that exceeds the maximum reimbursement allowed under the regulations adopted under this paragraph may only be approved by a roll call vote at an open meeting of the corporate authorities of the Village.

5. That Title 1—Administration, Chapter 10—Purchasing Procedures, Section 1-10-3, Subsection C of the Village Code of Ordinances is amended to read as follows (deletions shown as strikethroughs and new language as bold and underlined):
"1-10-3. —GENERAL PURCHASING POLICIES.

C. Purchases above the state limit.

All of these categories require a different level of organizational approval.

A. Purchases up to $2,500.00 can be made in the open market with approval of the Department head. Verbal or written quotes are encouraged whenever possible. Physical records regarding dates, contacts, and quotes received should be retained in the Department's files.
B. Purchases between $2,501.00 and the state limit require three written quotes and the approval of the ~~Village Administrator,~~ Village Treasurer and Village President. Physical records regarding dates, contacts, and quotes received should be retained in the Department's files. Due diligence must be done to obtain three written quotes. If three written quotes are unable to be obtained, formal approval from the ~~Village Administrator,~~ Village Treasurer, and Village President must be obtained prior to purchase.
C. Purchases above the state limit must be competitively bid through formal public bid procedures, and in accordance with state law and Village ordinances. Bid documents require written approval of the Village President, and final bid approval is made by the Village Board. Requires approval of the ~~Village Administrator,~~ Village Treasurer, Village President, and Board of Trustees.

Emergency Purchases. In the event of enemy caused, other disaster, or other exigent circumstances, the Village President or his/her designee is authorized on behalf of the Village to procure such services, supplies, equipment, or materials as may be necessary for such purposes, in view of exigency, without regard to the statutory procedures or formalities normally prescribed by law pertaining to Village contracts or obligations, as authorized by the Village Code.

6. That Title 1—Administration, Chapter 10—Purchasing Procedures, Section 1-10-4 of the Village Code of Ordinances is amended to read as follows (deletions shown as strikethroughs and new language as bold and underlined):

"1-10-4. —PURCHASING PROCEDURES.

PURCHASES UNDER $2,500.00. Purchases up to $2,500.00 can be made in the open market with approval of the Department head. Verbal or written quotes are encouraged whenever possible. Physical records regarding dates, contacts, and quotes received should be retained in the Department's files.

PROCEDURE.

1. Staff evaluates need for service or item based on Department and Village objectives, and verifies that funds are appropriated and available.
2. Staff obtains verbal or written quotes if possible, including taking telephone bids, obtaining prices through catalogs or electronic means, and receiving letter quotations.
3. Staff makes recommendation after review of quotes and Department head gives final approval.
4. Village Board retains oversight through approvals of monthly warrants and annual budget.

If a supplier is recommended who has not quoted the lowest price, staff should document the reason for not recommending the supplier quoting the lowest price. If the purchase is for a routine operating good or service, a price comparison shall be performed once during the fiscal year. Exceptions to obtaining price quotes from more than one vendor may occur in the event an item is unique and/or specialized or specifications are detailed.

PURCHASES BETWEEN $2,501.00—State limit. Purchases of materials, equipment, services or supplies between $2,501.00 and the state limit are made by obtaining three written quotes where practical and the approvals of the ~~Village Administrator,~~ Village Treasurer and Village President. Physical records regarding dates, contacts and quotes received shall be retained in the Department's files along with utilization of purchase order forms.

PROCEDURE.

1. Staff evaluates need for service or item based on Department and Village objectives, and verifies that funds are appropriated and available.
2. Staff obtains three written quotes, including taking telephone bids, obtaining prices through catalogs or electronic means, and receiving letter quotations. Due diligence must be done to obtain three written quotes. If three written quotes are unable to be obtained, formal approval from the ~~Village Administrator,~~ Village Treasurer, and Village President must be obtained prior to purchase.
3. Staff makes recommendation to ~~Village Administrator and~~ **the** Village Treasurer after review of quotes. ~~Village Administrator and~~ **The** Village Treasurer makes **a** recommendation to Village President for final approval.
4. Village Board retains oversight through approvals of monthly warrants and annual budget.

If a supplier is recommended who has not quoted the lowest price, staff should document the reason for not recommending the supplier quoting the lowest price. If the purchase is for a routine operating good or service, a price comparison shall be performed once during the fiscal year. Exceptions to obtaining price quotes from more than one vendor may occur in the event an item is unique and/or specialized or specifications are detailed.

PURCHASES ABOVE STATE LIMIT. Purchases of materials, equipment, services or supplies above the state limit must be competitively bid through formal public bid procedures, and in accordance with state law and Village ordinances. Bid documents require written approval of the Village President, and final bid approval is made by the Village Board. Requires approval of the ~~Village Administrator,~~ Village Treasurer, Village President, and Board of Trustees. The Village President may waive the public bid requirement when procuring certain professional services as outlined in state statute. **In cases of urgently needed material or urgent repairs involving labor and material, such repairs and material may be obtained through negotiated contract without formal advertising with the approval of the Village President, when it is in the best interest of the Village and when it is impractical to convene a meeting of the Board of Trustees. Negotiated purchases without formal advertising may be approved by the Board of Trustees when it is impractical to secure competition, when it is impossible to draft adequate specifications or any other adequately detailed description of the required property or services, or when the contemplated contract involves maintenance, repair, alteration or inspection and the exact nature or amount of work to be done is not known. However, the Department Head shall first obtain in writing, whenever possible, at least three (3) informal bids to furnish same.** In these situations, the Village President may require that request for proposals be utilized. The purchasing procedure under this paragraph may be waived by a two-thirds vote of the corporate authorities.

PROCEDURE.

1. Staff evaluates need for service or item based on Department and Village objectives, and verifies that funds are appropriated and available.
2. Notice of call for bids shall be published in a newspaper of general circulation throughout the Village by at least one insertion which shall be at least ten days prior to the time designated for opening bids. The notice shall include a general description of the article or service desired; shall state the time, date and place of bid opening and shall designate where bidding documents may be found.
3. Formal bids are opened and read publicly at Village Hall on the date specified and immediately following the time shown in the notice of call for bids. Bids are read aloud and recorded on a bid tabulation form. A copy of the bid tab form is available to all bidders after the bid opening.
4. Bids are tabulated and analyzed by the appropriate staff and memorandum issued to the appropriate committee stating how the award should be made. The appropriate committee shall provide a recommendation to the Village Board based on its review of the recommended bid. Recommendation is usually based upon an award to the lowest responsible, responsive bidder meeting specifications. Criteria for awarding bids shall be made in the bid specifications and are subject to modification depending on the product or service being acquired.
5. Final bid is awarded by the Village Board, and official contracts and/or agreements are signed by the Village President.

PETTY CASH PURCHASES. The petty cash fund should be used whenever immediate payment for goods is needed. Petty cash should be restricted to payments less than $200.00 where practicable. All petty cash payments must be supported with receipts. Use of petty cash should be avoided unless necessary. The Village Treasurer or his/her designee is responsible for the petty cash fund and are the only persons allowed to disburse money from the account."

7. That Title VI—Public Ways and Property, Chapter 1—Streets, Sidewalks, and Public Ways, Article B—Miscellaneous Provisions, Section 6-1B-2 of the Village Code of Ordinances is amended to read as follows (deletions shown as strikethroughs and new language as bold and underlined):

   "6-1B-2. —DEPOSITING OF MATERIALS PROHIBITED.

   It shall be unlawful for any person to deposit, cause or permit to be deposited, placed or parked any vegetation, grass, leaves, foliage, earth, sand, gravel, water, snow, ice, debris, waste material, foreign substance, construction materials, equipment or object upon any street, sidewalk or public property without authorization of the ~~Village Administrator~~ **Public Works Director**, or upon any private property without the consent of the owner or lessee of the property. Any person who deposits, causes or permits to be deposited, placed or parked any such materials, equipment or objects upon any street, sidewalk or public property shall, upon conviction, pay a penalty as set forth in Section 6-1B-5 of this Code, in addition to the expense of removing the debris."

8. That Title XI—Professional Services Fees, Chapter 1—General Professional Services Fees Requirements, Section 11-1-4, Subsection C of the Village Code of Ordinances is amended to read as follows (deletions shown as strikethroughs and new language as bold and underlined):

   "11-1-4. —ESCROW ACCOUNT AND PROFESSIONAL SERVICES FEE AGREEMENT.

   B. Notwithstanding anything to the contrary contained in this section, the ~~Village Administrator~~ **Village Treasurer**, with the advice and consent of the Village President, shall have the right to adjust any escrow deposit amount or agreement, when warranted."

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

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

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING “AYE”: _____

_____

VOTING “NAY”: _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2021

ATTEST:

_____ _____

CLERK PRESIDENT

ORDINANCE NO. 2021-05

AN ORDINANCE OF THE VILLAGE OF POPLAR GROVE, ILLINOIS PROVIDING FOR THE DISPOSAL OF CERTAIN PERSONAL PROPERTY

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

WHEREAS, the Village is the owner of certain personal property, identified below, which is no longer necessary or useful to the Village; and

WHEREAS, 65 ILCS 5/11-76-4 authorizes that personal property of the Village may be disposed of; and

WHEREAS, pursuant to 65 ILCS 5/11-76-4, personal property may be disposed of in a manner as may be designated by the Village, with or without advertising the sale; may be converted into some other form that is useful to the Village by using the material in the personal property; or may authorize any municipal officer to convey or turn in any specified article of personal property as part payment on a new purchase of any similar article; and

WHEREAS, pursuant to 65 ILCS 5/11-76-4, no article of property shall be turned in as part of the purchase price on any purchase except upon receipt of competitive bids, in such manner as may be prescribed by ordinance, after notice to all bidders that the article of property will be turned over as part of the purchase price.

WHEREAS, the Village has items of personal property identified on Exhibit A, attached hereto and incorporated herein, which it wishes to dispose of; and

WHEREAS, the Village has an item of personal property identified on Exhibit B, attached hereto and incorporated herein, which it wishes to donate; and

WHEREAS, the Village has an item of personal property identified on Exhibit C, attached hereto and incorporated herein, which it wishes to trade in; and

WHEREAS, the Village has items of personal property identified on Exhibit D, attached hereto and incorporated herein, which it wishes to sell; and

WHEREAS, the Village has reviewed the items of personal property and approves disposition of the same.

NOW THEREFORE, be it ordained by the Village President and Village 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 corporate authorities hereby direct the Village President or his authorized designee to dispose of the items of personal property identified on the attached Exhibit A by whatever means that are deemed appropriate by the Village President for disposal.

3. The corporate authorities hereby direct the Village President or his authorized designee to donate the item of personal property identified on the attached Exhibit B to the Boone County Museum by whatever means are deemed appropriate by the Village President for donation.

4. The Corporate authorities hereby direct the Village President or his authorized designee to trade in the item of personal property identified on Exhibit C by whatever means that are deemed appropriate by the Village President for trade-in and in accordance with Statutory requirements.

5. The Corporate authorities hereby direct the Village President or his authorized designee to trade in the items of personal property identified on Exhibit D by whatever means that are deemed appropriate by the Village President for sale.

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

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

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2021

ATTEST:

_____ _____

CLERK PRESIDENT

EXHIBIT A: DISPOSAL PROPERTY LIST

1. 2017 Dell Laptop;
2. Treasurer's Office Furniture;
3. Three (3) Office Chairs;
4. Three (3) Dell Computer Monitors;
5. HP Laser Jet Pro M402n; and
6. HP Office Jet Pro 8710.

EXHIBIT B: DONATION PROPERTY LIST

1. Sabath Safe and Lock Co. – Village of Poplar Grove Safe to be donated to the Boone County Museum.

EXHIBIT C: TRADE-IN PROPERTY LIST

1. Toshiba E Studio 3530c

EXHIBIT D: SALE PROPERTY LIST

1. PJ Trailer; and
2. Twelve (12) Foot Trailer.

ROCKFORD BUSINESS SYSTEMS, INC
7155 Windsor Lake Pkwy
Loves Park, IL 61111

Village pf Poplar Grove

200 N Hill St.
Poplar Grove, IL 61065

Attn: Barb

The **eStudio 4505c** is a high-volume copier. It can scan, duplex, print, copy, fax, etc.. This is a reliable, high quality, high speed printer / copier. The long, and, short term maintenance cost are very affordable. The cost for this copier is **$4299 refurbished, $6833 new** plus tax. We accept all form of payment. Additionally we will take $200 off the price of either copier for your old copier.

- 45ppm color
- 45ppm b/w
- HEAVY DUTY !
- Included staple hole punch finishing,
- $499 for booklet maker (standard staple finisher included)

Our Maintenance Plan ...

Included, but not limited to, under maintenance plan: parts, labor, supplies, staples, **toner**, drums, developers, fuser, electronics, motors, gears, clutches, buttons, lamps, operation panels, rollers, feed tires, cassettes, **EVERYTHING FOR NORMAL OPERATION**, etc.,etc..

Excluded: paper only !

Cost per copy maintenance: **$.0 05per** color copy/print and $.008 per b/w copy/print.

There is no minimum monthly charge! You only get billed for what you use!

Leasing to own ...

There are several options: Our most common is "The one-dollar buyout". The most common terms are as follows 48 month and 36 months.

To lease the **refurbished** copier for 48 months the cost would be $125.49 and for 36 months it would be $157.92.

To lease the **new** copier for 48 months the cost would be $198.92 and for 36 months it would be $250.32.

At the end of the lease you can purchase for $1.00

Thanks,

Jeff Titus

RESOLUTION NUMBER: 21-11

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS TO APPROVE AND AUTHORIZE THE TRADE-IN OF CERTAIN VILLAGE PROPERTY TO PURCHASE A HIGH-VOLUME COPIER WITH ROCKFORD BUSINESS SYSTEMS, INC.

WHEREAS, the Village of Poplar Grove, Illinois ("Village") has determined it is necessary to trade-in a Village-owned Toshiba eStudio 3530c copier and to use the proceeds to purchase an eStudio 4505c high-volume copier; and

WHEREAS, pursuant to the property trade-in requirements set forth in 65 ILCS 5/11-76-4 and, the Non-Emergency Purchase requirements set forth in Section 1-10-3 of the Village of Poplar Grove Code of Ordinances ("Village Code"), the Village solicited and received three (3) bids for the purchase of a new high-volume copier; and

WHEREAS, Rockford Business Systems, Inc. ("RBS") is a company that sells high-volume copiers; and

WHEREAS, RBS submitted the lowest bid for the purchase of a high-volume copier; and

WHEREAS, the Village desires to trade-in a Toshiba eStudio 3530c copier to RBS and use the proceeds to assist in the purchase of an eStudio 4505c high-volume copier from RBS; and

WHEREAS, RBS has submitted a bid of the value for the trade-in of a Toshiba eStudio 3530c copier and the purchase of an eStudio 4505c high-volume copier, attached hereto as Exhibit A and incorporated herein ("Bid"); and

WHEREAS, the Village desires to authorize payment for the Bid in the amount of Six Thousand Six Hundred and Thirty-Three Dollars ($6,633.00); and

WHEREAS, the Village has determined it is in the best interest of the Village and its citizens to accept the Bid from RBS.

NOW THEREFORE, BE IT RESOLVED by the Village 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 Bid with RBS in the amount of $6,633.00 attached hereto as Exhibit A, or one in substantially similar form.

3. The Village President and Village Clerk are hereby authorized to execute and attest the Agreement.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED _____, 2021

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

EXHIBIT A: BID

McMAHON
ENGINEERS ARCHITECTS

To: **The Village President and Board of Trustees**

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

Re: **2021 Pavement Maintenance Program**

Date: **March 3, 2021**

Please allow this to follow up the various discussions regarding the 2021 Pavement Maintenance Program. As a brief refresher the Village has elected to complete the following:

- Boeing Trail between Titleist and Saratoga. Scope of work is to remove/replace areas of curbing that have settled, adjust the manholes to grade and install chimney seals where needed, install leveling binder where the pavement has settled and resurface the roadway. Opinion of probable construction cost is $85,000.
- Washington Street between Main and Park: Scope of work is to resurface Washington Street and to further construct the feasible ADA ramps to accommodate future sidewalk improvements. The sidewalk improvements will be constructed under separate contract after the resurfacing is complete. Opinion of probable construction cost is $30,000 for the street improvements. Road and Bridge funding will be used for the Washington Street Improvements.
- Beech Bay: Scope of work is to resurface Beech Bay between IL 76 and Waco. The Village identified this project as a need back in 2017 and now has funding for the project. Opinion of probable construction cost is $75,000.
- IL 76/Whiting Road Intersection: There is a section of pavement that is shoving at the intersection. The area that is shoving (and surrounding area) will be milled and the pavement will be patched. Opinion of probable construction cost is $7,000.
- Inlet and manhole repairs at various locations, approximately $13,000 in repairs will be done. Our intent is to repair as many inlets as the budget will allow and the Public Works Department has supplied a list of inlets for repair.

Attached to this memo is a resolution to authorize public bid letting for the 2021 Pavement Maintenance Program. Surveying will be completed as soon as the snow cover is reduced to the point where we can complete the survey efficiently. Bid letting is still expected to occur in April with a May bid opening; however with the snow cover disappearing it may be possible to accelerate the schedule which is the purpose for presenting the resolution to authorize bidding at this time.

I look forward to discussing this with the Finance and Public Works Committee. In the mean time, please do not hesitate to contact me at 636-9590 if I may provide additional assistance.

RESOLUTION 21-_12__

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE TO AUTHORIZE PUBLIC BID LETTING FOR THE 2021 PAVMENT MAINTENANCE PROGRAM

WHEREAS, the Village of Poplar Grove, Illinois ("Village") desires implement the 2021 Pavement Maintenance Program; and

WHEREAS, pursuant to the Village's purchasing policies, Motor Fuel Tax Policies and State Statute, projects in excess of $25,000 are to be publicly bid; and

WHEREAS, plans and specifications for the 2021 Maintenance Program are ready for public bid letting; and

WHEREAS, the Village has determined that it is in the best interest of the Village and its citizens to undergo the public bid letting process to obtain proposals from contractors for the 2021 Pavement Maintenance Program as set forth herein.

NOW THEREFORE BE IT RESOLVED by the President and Board of Trustees of the Village of Poplar Grove, Boone County, Illinois, that:

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

2. The Village Engineer is hereby authorized to advertise the construction drawings and corresponding specifications for the 2021 Pavement Maintenance Program for public bid letting as provided by Ordinance, Motor Fuel Tax Policies, and State Statue.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

APPROVED_____, 2021.

_____
VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK:_____

Bufalo Contracting
EXCELLENCE IS OUR EDGE

3466 COLONY BAY DR., ROCKFORD IL PHONE #: 779-368-0256

Change Order #_____

Customer Name:	Village of Poplar Grove (2021)	**PO#:**	~~21-0400~~ 21-0040
Address:	200 N Hill St. Poplar Grove, IL 61065	**Date:**	Mar. 5

Description of Change Order

- Additional 4 outlets - 2 cat 5 and 2 electric
- Additional wire runs for outlets -$1,800$
- Additional labor & mat.

- Additional Bathroom painting Labor & materials - $250.00

Original Contract Price	$17,500
ADD:	2,050
DEDUCT:	
New Contract Price	$19,550

Additional Notes:

* Bufalo Contracting, Inc. has hereby presented this change order to customer under contract. Customer under contract agrees to all terms of Change Order #____. *

Signatures:

Bufalo Contracting, Inc. Representative:

Customer:

RESOLUTION # 21-13

A RESOLUTION DIRECTING THE BELVIDERE COMMUNITY DEVELOPMENT DEPARTMENT (PLANNING DEPARTMENT) TO PUBLISH THE ZONING MAP OF THE VILLAGE OF POPLAR GROVE

WHEREAS, the Village of Poplar Grove, Illinois ("Village"), pursuant to 65 ILCS 5/11-13-19, is required to annually publish a yearly map showing current zoning uses, divisions, restrictions, regulations and classifications of the municipality; and requires municipalities to publish a zoning map annually; and

WHEREAS, the Village of Poplar Grove has compiled and attached hereto as Exhibit A, a zoning map dated March 2021 and current with all approved map amendments and annexations, depicting zoning districts as required by state statute, and

WHEREAS, the Official Zoning Map is on file and available for public inspection and purchase at the Belvidere Community Development Department (which provides planning services to the Village of Poplar Grove) at 401 Whiney Boulevard, Belvidere.

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

1. The above recitals are incorporated herein and made a part hereof.
2. The Planning Department is directed to publish the Official Zoning Map by posting a copy of the map on the office of the Planning Department's web site. The Planning Department is further authorized to make the Official Zoning Map available for purchase.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

RESOLUTION #_____

APPROVED_____, 2021

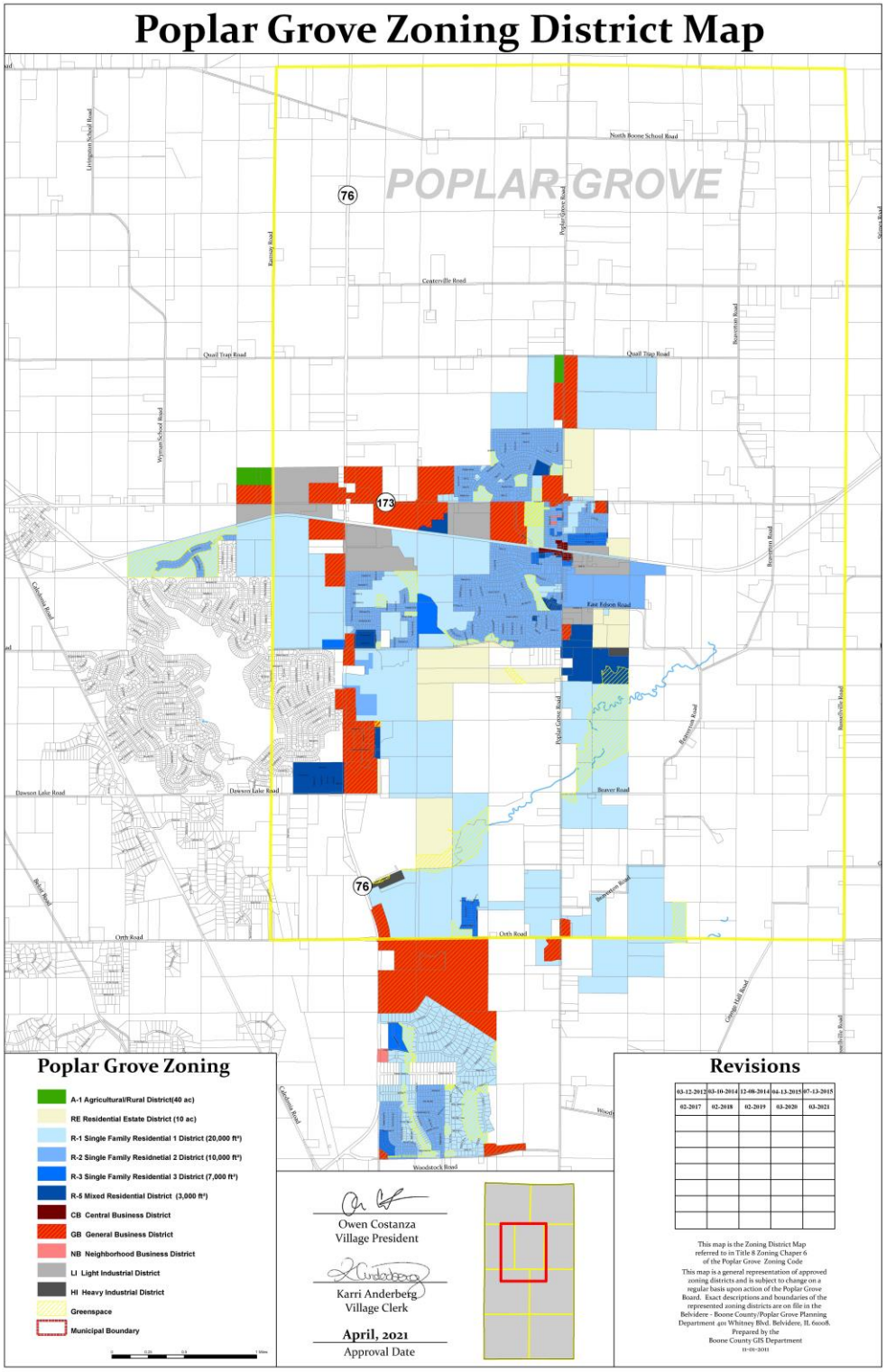
_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

RESOLUTION #_____

EXHIBIT A



EXTENSION OF AGREEMENT FOR SNOW AND ICE REMOVAL SERVICES

THIS EXTENSION OF AGREEMENT FOR SNOW AND ICE REMOVAL SERVICES ("Extension") is entered into this ____ day of March, 2021 by and between the VILLAGE OF POPLAR GROVE, an Illinois municipal corporation ("Village") and MIDWEST DIRT, LLC ("Contractor") and effectuates an extension of an agreement between the Village and Contractor dated August 19, 2020 ("Agreement"). The Village and Contractor are at time referred to herein collectively as the "Parties".

RECITALS:

WHEREAS, the Village and Contactor previously entered into the Agreement pursuant to which the Contractor provided snow and ice removal services to the Village; and

WHEREAS, term of the Agreement commenced on October 31, 2020 and expires April 30, 2021; and

WHEREAS, Section 4 of the Agreement provides that the Parties may extend the Agreement for an additional two (2) year term upon the mutual consent of both parties with such consent being state in writing; and

WHEREAS, pursuant to Section 4 of the Agreement, the Parties now desire to extend the Agreement for said two (2) year term on the same terms and conditions as set forth in the Agreement.

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

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

2. The Agreement is hereby extended for an additional two (2) year term i.e. from October 31, 2021 to April 30, 2022 and October 31, 2022 to April 30, 2023.

3. Such Extension shall be on the same terms and conditions as set forth in the Agreement, except as modified herein.

4. Contractor shall provide Village with an updated certificate of insurance evidencing the required insurance coverages, as set forth in the Agreement, for the term of this Extension.

5. To the extent that any provision of this Extension conflicts with any term or condition set forth in the Agreement, the provision of this Extension shall supersede and control to the extent of such conflict. All other provisions of the Agreement not in conflict with this Extension shall remain in full force and effect.

6. Except as otherwise provided for herein, this Extension may not be amended, modified, or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination, or waiver shall be effective for any purpose unless it is in writing, and bears the signatures of all of the Parties hereto.

7. This Extension may be signed in any number of counterparts, each of which shall be an original, with the main effect as if the signatures thereto and hereto were upon the same instrument.

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

CONTRACTOR:

Midwest Dirt, LLC

By:_____

Its:_____

VILLAGE OF POPLAR GROVE, ILLINOIS

By:_____
Owen Costanza

Its: President

ATTEST:

_____
Karri Anderberg, Village Clerk

RESOLUTION NUMBER: 21-15

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS TO APPROVE AND AUTHORIZE THE VILLAGE PRESIDENT TO EXECUTE AN EXTENSION TO AGREEEMENT WITH MIDWEST DIRT, LLC FOR SNOW AND ICE REMOVAL SERVICES

WHEREAS, the Village of Poplar Grove, Illinois ("Village") previously entered into an agreement for snow and ice removal services with Midwest Dirt, LLC ("Midwest"); and

WHEREAS, the duration of the agreement was for one year, specifically from October 31, 2020 and expiring April 30, 2021; and

WHEREAS, the agreement provides that the Village and Midwest can extend the agreement for two (2) additional years; and

WHEREAS, the Village and Midwest now desire to extend the agreement for two (2) additional years, specifically from October 31, 2021 to April 30, 2022 and October 31, 2022 to April 30, 2023; and

WHEREAS, the Village and Midwest have reached an accord as to the terms and conditions upon which the agreement will be extended and have memorialized such terms and conditions in an Extension of Agreement for Snow and Ice Removal Services, a copy of which is attached hereto as Exhibit A and incorporated herein; and

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

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

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

1. The Village hereby accepts and approves the Extension attached hereto as Exhibit A, or one in substantially similar form.

2. The Village President and Village Clerk are hereby authorized to execute and attest the Extension.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING “AYE”: _____

_____

VOTING “NAY”: _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2021

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

EXHIBIT A- EXTENSION

RESOLUTION NUMBER: 21-17

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS TO AUTHORIZE AN EMERGENCY EXPENSE FOR PEARSON PLUMBING AND HEATING TO REPAIR A SANITARY SEWER LATERAL IN THE AMOUNT OF $4,975.00

WHEREAS, the Village of Poplar Grove ("Village") operates a water and wastewater utility system;

WHEREAS, recently the Village has become aware of an emergency relating to a need to replace critical equipment related to the provision of its water and wastewater service; and

WHEREAS, the repair of the sanitary sewer lateral is required to ensure the proper provision of sanitary sewer service; and

WHEREAS, pursuant to Section 1-10-3 of the Village of Poplar Grove Code of Ordinances, Emergency Purchases, "In the event of enemy caused, other disaster, or other exigent circumstances, the Village President or his/her designee is authorized on behalf of the village to procure such services, supplies, equipment, or materials as may be necessary for such purposes, in view of exigency, without regard to the statutory procedures or formalities normally prescribed by law pertaining to village contracts or obligations, as authorized by the Village Code;" and

WHEREAS, in this case, it was necessary for the continued provision of sanitary wastewater service operation for the Village to hire Pearson Plumbing and Heating Company to repair the sanitary sewer lateral; and

WHEREAS, the Village believes the repair of the sanitary sewer lateral is in the best interest of the Village.

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 retroactively approves the emergency expenditure for Pearson Plumbing and Heating Company to repair the sanitary sewer lateral at a cost not to exceed $4,975.00 for the purchase of the equipment and installation pursuant to the terms and provisions as set forth in the proposal attached hereto as Exhibit A.

3. By the adoption of this Resolution, any prior actions of the Village relating to the purchase of equipment and service related to the repair of the sanitary sewer lateral referenced herein are hereby approved.

PASSED UPON MOTION BY: _____

SECONDED BY:_____

BY ROLL CALL VOTE THIS _____, _____, 2021

AS FOLLOWS:

VOTING “AYE”: _____

VOTING “NAY”: _____

_____

ABSENT, ABSTAIN, OTHER: _____

_____

APPROVED: _____, 2021

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

EXHIBIT A – PEARSON PLUMBING AND HEARING COMPANY REPAIR PROPOSAL

RESOLUTION NUMBER: 21-18

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS TO APPROVE AND AUTHORIZE THE VILLAGE PRESIDENT TO EXECUTE AN AGREEMENT WITH MINNIHAN'S TREE SERVICE FOR TREE REMOVAL SERVICES

WHEREAS, the Village of Poplar Grove, Illinois ("Village") has determined that it is necessary to retain a tree removal company to provide tree removal services to the Village; and

WHEREAS, the Village desires to retain Minnihan's Tree Service ("Minnihan's") to perform said tree removal services; and

WHEREAS, pursuant to Section 1-10-3 of the Village of Poplar Grove Code of Ordinances ("Village Code"), in accordance with Subsection C, Category B, Non-Emergency purchases, "Purchases between $2,501.00 and the state limit require three written quotes and the approval of the Village Administrator, Village Treasurer and Village President. Physical records regarding dates, contacts, and quotes received should be retained in the Department's files. Due diligence must be done to obtain three written quotes. If three written quotes are unable to be obtained, formal approval from the Village Administrator, Village Treasurer, and Village President must be obtained prior to purchase;" and

WHEREAS, in accordance with the Village Code, the Village solicited three (3) quotes for the tree removal work; and

WHEREAS, Minnihan's submitted the lowest estimate for the requested tree removal services; and

WHEREAS, the Village desires to enter into a contract with Minnihan's for the requested tree removal services; and

WHEREAS, the Village and Minnihan's have reached an accord as to the terms and conditions upon which Minnihan's will provide the tree removal services and have memorialized the same in the agreement attached hereto as Exhibit A and incorporated herein ("Agreement"); and

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

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

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

2. The Village hereby accepts and approves the Agreement with Minnihan's in the amount of $17,200.00 attached hereto as Exhibit A, or one in substantially similar form.

3. The Village President and Village Clerk are hereby authorized to execute and attest the Agreement.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED _____, 2021

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

EXHIBIT A: AGREEMENT

RESOLUTION NUMBER: 21-16

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS TO APPROVE AND AUTHORIZE THE PURCHASE OF A TRAILER WITH RONDO EQUIPMENT

WHEREAS, the Village of Poplar Grove, Illinois ("Village") has determined that it is necessary to purchase a trailer; and

WHEREAS, pursuant to Section 1-10-3 of the Village of Poplar Grove Code of Ordinances ("Village Code"), in accordance with Subsection C, Category B, Non-Emergency purchases, "Purchases between $2,501.00 and the state limit require three written quotes and the approval of the Village Administrator, Village Treasurer and Village President. Physical records regarding dates, contacts, and quotes received should be retained in the Department's files. Due diligence must be done to obtain three written quotes. If three written quotes are unable to be obtained, formal approval from the Village Administrator, Village Treasurer, and Village President must be obtained prior to purchase;" and

WHEREAS, in accordance with the Village Code, the Village solicited three (3) quotes for the purchase of a trailer; and

WHEREAS, Rondo Equipment is a company that sells trailers; and

WHEREAS, Rondo submitted the lowest, most responsive quote for the purchase of a trailer, a copy of such quote is attached hereto as Exhibit A and incorporated herein ("Quote"); and

WHEREAS, the Village desires to authorize payment for the Estimate in the amount of $7,002.00; 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 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 Quote with Rondo Equipment in the amount of $7,002.00, attached hereto as Exhibit A, or one in substantially similar form.

3. The Village President and Village Clerk are hereby authorized to execute and attest the Agreement.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED _____, 2021

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

EXHIBIT A: QUOTE

ORDINANCE NO. 21-06

AN ORDINANCE OF THE VILLAGE OF POPLAR GROVE, ILLINOIS APPROVING AND AUTHORIZING THE VILLAGE TO ENTER INTO A FIRST AMENDMENT TO FIXED CASH FARM LEASE AGREEMENT FOR THE REAL PROPERTY LOCATED AT XX PARK STREET, POPLAR GROVE

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

WHEREAS, the Village is the owner of the real property commonly known as XX Park Street, Poplar Grove ("Property") and previously entered into a lease agreement with Aaron Eckberg ("Eckberg") for the Property; and

WHEREAS, the duration of the Lease was for one crop season, specifically from April 17, 2020 to January 31, 2021; and

WHEREAS, the Lease provides that the Village and Eckberg can extend the Lease for additional crop years; and

WHEREAS, the Village and Eckberg now desire to extend the Lease for two (2) additional crop seasons, specifically the crop seasons running from April 1, 2021 to January 31, 2022 and April 1, 2022 to January 31, 2023; and

WHEREAS, the Village and Eckberg have reached an accord as to the terms and conditions upon which the Lease will be extended and have memorialized such terms and conditions in a First Amendment to Fixed Cash Farm Lease Agreement, a copy of which are attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the Village has determined it is in the best interest of the Village and its citizens to enter into said First Amendment to Fixed Cash Farm Lease Agreement; and

WHEREAS, the Village now desires to approve said First Amendment to Fixed Cash Farm Lease Agreement and authorize the Village President to execute and the Village Clerk to attest the same.

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

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

Section 2. The Village hereby approves the First Amendment to Fix Cash Farm Lease Agreement attached hereto as Exhibit A, or one in substantially similar form, and hereby authorizes the Village President to execute and the Village Clerk to attest the

same, and any other documents necessary or helpful to implement the intent of this Ordinance.

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

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

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

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

APPROVED_____, 2021

ATTEST:

_____ _____

CLERK PRESIDENT

EXHIBIT A-

FIRST AMENDMENT TO FIXED CASH FARM LEASE AGREEMENT

FIRST AMENDMENT TO FIXED CASH FARM LEASE AGREEMENT

THIS FIRST AMENDMENT TO FIXED CASH FARM LEASE AGREEMENT ("First Amendment") is made this ___ day of March 2021 by and between the VILLAGE OF POPLAR GROVE, ILLINOIS, an Illinois municipal corporation ("Lessor") and AARON ECKBERG, an individual residing in the State of Illinois ("Lessee") and effectuates an amendment to the Fixed Cash Farm Lease Agreement dated April 15, 2020 between Lessor and Lessee (the "Lease"). Lessor and Lessee are at times referred to herein collectively as the "Parties").

RECITALS:

WHEREAS, Lessor is the owner of the real property commonly known as XX Park Street, Poplar Grove, IL 61065 and with PIN 04-19-176-022 (the Property"); and

WHEREAS, the Property consists of approximately 14.36 acres, of which, approximately 8 acres are tillable; and

WHEREAS, Lessor leased the Property to Lessee pursuant to the Lease; and

WHEREAS, the duration of the Lease was for one crop season, specifically from April 17, 2020 to January 31, 2021; and

WHEREAS, the Lease provides that the Parties can extend the Lease for additional crop years; and

WHEREAS, the Parties now desire to extend the Lease for two (2) additional crop seasons, specifically the crop seasons running from April 1, 2021 to January 31, 2022 and April 1, 2022 to January 31, 2023; and

WHEREAS, the Parties now desire to memorialize such extension of the term of the Lease in this First Amendment.

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

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

2. The Parties acknowledge and agree that the term of the Lease is hereby extended for the following two (2) crop seasons: April 1, 2021 to January 31, 2022 and April 1, 2022 to January 31, 2023

3. Further, this Lease may be terminated for convenience by either party upon giving 30 days prior written notice of its intent to terminate this Lease to the other party. Notwithstanding the foregoing, such termination shall not take effect during any crop season and Lessee shall finish harvesting any crops which have been planted prior to notice of termination being given.

4. All other terms and conditions of the Lease shall remain in full force and effect during the term of the extension provided for herein.

5. To the extent that any provisions of this First Amendment conflicts with any term or condition set forth in the Lease, the provisions of this First Amendment shall supersede and control to the extent of such conflict. All other provisions of the Lease not in conflict with this First Amendment shall remain in full force and effect.

6. Except as otherwise provided for herein, this First Amendment shall not be amended modified, or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination, or waiver shall be effective for any purpose unless it is in writing and bears the signatures of all the parties hereto.

7. This First Amendment may be signed in any number of counterparts, each of which shall be an original, with the main effects as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE VOLUNTARILY SET THEIR HANDS AND SEALS ON THIS FIRST AMENDMENT AS OF THE DATE FIRST WRITTEN ABOVE.

LESSOR:

VILLAGE OF POPLAR GROVE

By:_____

Owen Costanza, Village President

ATTTEST:

By:_____

Karri Anderberg, Village Clerk

LESSEE:

AARON ECKBERG

_____