



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, March 25, 2026 - 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 discuss/approve Special Board of Trustees Meeting Minutes from February 16, 2026.
- [2.](#) Motion to discuss/approve Board of Trustees Meeting Minutes from February 25, 2026.
- [3.](#) Motion to discuss/approve Special Board of Trustees Meeting Minutes from March 4, 2026.
- [4.](#) Motion to discuss/approve Board of Trustee Meeting Minutes from March 11, 2026.

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

DEPARTMENT REPORTS

- [5.](#) Wastewater, TEST

- [6.](#) Public Works, Howe
- [7.](#) Collector, Clerk
- [8.](#) Engineer, McMahon

UNFINISHED BUSINESS

- [9.](#) Motion to discuss Sale of Land (driveway next to Jilly Bean).
- [10.](#) Motion to discuss/approve RFP for Removal & Storage of Abandoned Vehicles.

NEW BUSINESS

- [11.](#) Motion to discuss/approve Bel Air North Performance Bond Requirement.
- [12.](#) Motion to discuss/approve check disbursement for payments scheduled to be paid March 26, 2026, in the amount of \$667,118.47 in AP checks, \$24,836.80 in EFTs, and estimated payroll of \$21,112.18 for a total of \$713,067.45.
- [13.](#) Motion to discuss/approve **Resolution 2026-15**, a resolution of the Village of Poplar Grove, Illinois, approving an engagement agreement with Lauterbach & Amen LLP for financial audit services.
- [14.](#) Motion to discuss/approve **Resolution 2026-16**, a resolution to include compensation paid under an IRC Section 125 Plan as IMRF earnings.
- [15.](#) Motion to discuss/approve New Leaf Development Agreement.

GOOD OF THE VILLAGE

Village Hall closed for Good Friday - April 3, 2026

Board of Trustees Meeting - April 8, 2026 - 7:00 pm

Board of Trustees Meeting - April 22, 2026 - 7:00 pm

Frontier and Surf will be performing utility work throughout the Village starting in April. Signs will be posted. Look to social media and our website for details once the work begins.

ADJOURNMENT (Voice Vote)

KJM 03/23/2026



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Monday, February 16, 2026 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

MINUTES

CALL TO ORDER

The Meeting was called to order by President Kristi Richardson at 7:00 pm.

ROLL CALL

PRESENT

- President Kristi Richardson
- Trustee Dan Cheek
- Trustee Mark Vance
- Lions Club President Matthew Herrmann
- Lions Club Vice President Cheryl Linderberg
- Lions Club Member Glenn Herrmann
- Lions Club Member Kent Kniep

ABSENT

- Admin Chairman Owen Costanza
- Finance Chairman Jeff Goings
- Trustee David Allgood
- Trustee Sinae Hubbard

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

APPROVAL OF AGENDA (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.*

UNFINISHED BUSINESS

1. Discussion on Lions Park Agreement

GOOD OF THE VILLAGE

ADJOURNMENT (Voice Vote)

The meeting was adjourned for lack of quorum at 7:03 pm



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, February 25, 2026 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

MINUTES

CALL TO ORDER

The meeting was called to order at 7:01 pm by President Richardson

ROLL CALL

PRESENT

President Kristi Richardson
Trustee David Allgood
Trustee Dan Cheek
Trustee Sinae Hubbard
Trustee Mark Vance
Clerk Karri Miller
Attorney Laura Goding
Public Works Director David Howe
Wastewater Director Ion Steer

ABSENT

Admin Chairman Owen Costanza
Finance Chairman Jeff Goings

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

none

APPROVAL OF AGENDA (Voice Vote)

Motion made by Trustee Vance, Seconded by Trustee Hubbard.

APPROVAL OF MINUTES (Voice Vote)

1. Motion to approve Board of Trustees Meeting Minutes from January 28, 2026.

Motion made by Trustee Cheek, Seconded by Trustee Hubbard. 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.*

none

DEPARTMENT REPORTS

- 2. Collector, Miller
- 3. Wastewater, Test
- 4. Public Works, Howe
- 5. Engineer, McMahon
- 6. Treasurer, Sikich

UNFINISHED BUSINESS

- 7. Motion to discuss/approve **Ordinance 2026-07**, an ordinance amending Title I “Administration,” Chapter 9 “Miscellaneous Provisions” of the Code of Ordinances for the Village of Poplar Grove.
Motion made by Trustee Vance, Seconded by Trustee Cheek.
Voting Yea: Trustee Allgood, Trustee Cheek, Trustee Hubbard, Trustee Vance
- 8. Motion to discuss/approve **Resolution 2026-09**, a resolution of the Village of Poplar Grove, Illinois, approving and authorizing the Village President to execute an agreement with B&F Construction Code Services, Inc. as Building, Electrical, and Plumbing Inspectors; and appointing B&F Construction Code Services, Inc. as Code Enforcement Officer and Village Building Inspector.
Motion made by Trustee Allgood, Seconded by Trustee Vance.
Voting Yea: Trustee Cheek, Trustee Hubbard, Trustee Vance, President Richardson
Voting Nay: Trustee Allgood

NEW BUSINESS

- 9. Motion to discuss/approve check disbursement for payments scheduled to be paid February 26, 2026, in the amount of \$46,070.76 in AP checks, \$30,081.52 in EFTs, estimated payroll of \$21,052.08, for a total of \$97,204.36.
Motion made by Trustee Allgood, Seconded by Trustee Hubbard.
Voting Yea: Trustee Allgood, Trustee Cheek, Trustee Hubbard, Trustee Vance
- 10. Motion to discuss/approve an event liquor license for the North Boone District 3 Fireman’s Association for the event dates of March 29, 2026; August 1, 2026; January 10, 2027; and March 21, 2027, and to consider waiving the applicable license fees.
Motion made by Trustee Allgood, Seconded by Trustee Cheek.
Voting Yea: Trustee Allgood, Trustee Cheek, Trustee Hubbard, Trustee Vance

- 11. Motion to discuss/approve **Resolution 2026-10**, a resolution of the Village of Poplar Grove, Illinois, approving and authorizing the Village President to execute an agreement with Linda Ortiz Entertainment for face painting services for Neighbors Night in the amount of \$400.00.
 Motion made by Trustee Hubbard, Seconded by Trustee Vance.
 Motion made by Trustee Hubbard, Seconded by Trustee Allgood to postpone until March 11, 2026
- 12. Motion to discuss/approve **Resolution 2026-11**, a resolution of the Village of Poplar Grove, Illinois, resolving to accept a quote from The Play House–Bounce House Rentals, LLC for services and inflatable equipment for Neighbors Night in the amount of \$4,420.67.
 Motion made by Trustee Vance, Seconded by Trustee Hubbard.
 Voting Yea: Trustee Allgood, Trustee Cheek, Trustee Hubbard, Trustee Vance
- 13. Motion to discuss/approve RPM DJ Service contract for Neighbors night in the amount of \$700.00.
 Motion made by Trustee Vance, Seconded by Trustee Cheek.
 Voting Yea: Trustee Allgood, Trustee Cheek, Trustee Hubbard, Trustee Vance
- 14. Discussion on Petty Cash Policy
 Motion made by Trustee Cheek, Seconded by Trustee Hubbard.
 Discussion only
- 15. Motion to discuss Cash Drawer Policy.
 Motion made by Trustee Cheek, Seconded by Trustee Vance.
 Discussion only
- 16. Motion to discuss water/sewer payment plan policy.
 Motion made by Trustee Cheek, Seconded by Trustee Vance.
 Discussion only
- 17. Motion to discuss Water/Sewer shut off ordinance changes
 Motion made by Trustee Cheek, Seconded by Trustee Allgood.
 Discussion only

GOOD OF THE VILLAGE

BS&A Payments live March 2nd, 2026

Budget Workshop - March 4, 2026 - 6:00 PM

Board of Trustees Meeting - March 11, 2026 - 7:00 pm

Board of Trustees Meeting - March 25, 2026 - 7:00 pm

ADJOURNMENT (Voice Vote)

Motion made by Trustee Allgood, Seconded by Trustee Vance.

The meeting adjourned at 8:22 pm



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, March 04, 2026 - 6:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

MINUTES

CALL TO ORDER

The meeting called to order by President Richardson at 6:01pm

ROLL CALL

PRESENT

President Kristi Richardson
 Admin Chairman Owen Costanza
 Finance Chairman Jeff Goings
 Trustee David Allgood
 Trustee Sinae Hubbard
 Trustee Mark Vance.
 Clerk Karri Miller

ABSENT

Trustee Dan Cheek

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

None

APPROVAL OF AGENDA (Voice Vote)

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

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

None

NEW BUSINESS

1. Motion to discuss FY 2026-2027 Budget
Motion made by Trustee Allgood, Seconded by Trustee Vance.
Discussion only

ADJOURNMENT (Voice Vote)

KJM 03/02/2026

Motion made by Trustee Vance, Seconded by Admin Chairman Costanza. The motion passed by voice vote.

The Meeting adjourned at 7:56pm



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, March 11, 2026 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

MINUTES

CALL TO ORDER

Meeting was called to order at 7:00pm by President Richardson

ROLL CALL

PRESENT

President Richardson

Admin Chairman Owen Costanza

Finance Chairman Jeff Goings

Trustee David Allgood

Trustee Dan Cheek

Trustee Sinae Hubbard

Trustee Mark Vance

Clerk Karri Miller

Attorney Roxanne Sosnowski

Public Works Director David Howe

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

None

APPROVAL OF AGENDA (Voice Vote)

Motion made by Admin Chairman Costanza, Seconded by Finance Chairman Goings. The motion passed by voice vote.

APPROVAL OF MINUTES (Voice Vote)

1. Motion to approve Board of Trustees Meeting minutes from February 11, 2026
Motion made by Admin Chairman Costanza, Seconded by Trustee Cheek. The 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.*

UNFINISHED BUSINESS

2. Motion to discuss/approve **Resolution 2026-10**, a resolution of the Village of Poplar Grove, Illinois, approving and authorizing the Village President to execute an agreement with Linda Ortiz Entertainment for face painting services for Neighbors Night in the amount of \$800.00.
Motion made by Admin Chairman Costanza, Seconded by Trustee Hubbard.
Voting Yea: Admin Chairman Costanza, Finance Chairman Goings, Trustee Allgood, Trustee Cheek, Trustee Hubbard, Trustee Vance
3. Motion to discuss/approve **Resolution 2026-12**, a resolution of the Village of Poplar Grove, Illinois, adopting and approving the Village Petty Cash Policy.
Motion made by Admin Chairman Costanza, Seconded by Trustee Cheek.
Voting Yea: Admin Chairman Costanza, Finance Chairman Goings, Trustee Allgood, Trustee Cheek, Trustee Hubbard, Trustee Vance
4. Motion to discuss/approve **Resolution 2026-13**, a resolution of the Village of Poplar Grove, Illinois, adopting and approving the Daily Cash Drawer Policy.
Motion made by Trustee Cheek, Seconded by Trustee Vance.
Voting Yea: Admin Chairman Costanza, Finance Chairman Goings, Trustee Allgood, Trustee Cheek, Trustee Hubbard, Trustee Vance
5. Motion to discuss/approve **Resolution 2026-14**, a resolution of the Village of Poplar Grove, Illinois, adopting and approving the Water and Sewer Installment Payment Plan Policy and Procedures.
Motion made by Trustee Cheek, Seconded by Trustee Vance.
Voting Yea: Admin Chairman Costanza, Finance Chairman Goings, Trustee Allgood, Trustee Cheek, Trustee Hubbard, Trustee Vance
6. Motion to discuss/approve **Ordinance 2026-08**, an ordinance amending Title VI "Public Ways," Chapter 2 "Combined Waterworks and Sewerage Systems," Sections 6-2-4-2, 6-2-4-4, 6-2-4-10, and 6-2-4-11 of the Code of Ordinances for the Village of Poplar Grove.
Motion made by Admin Chairman Costanza, Seconded by Trustee Cheek.
Voting Yea: Admin Chairman Costanza, Finance Chairman Goings, Trustee Allgood, Trustee Cheek, Trustee Hubbard, Trustee Vance
7. Motion to discuss/approve **Ordinance 2026-09**, an ordinance amending Title IV "Motor Vehicles and Traffic," Chapter 1 "Parking, Locating and Storage of Vehicles, Recreational Vehicles and Trailers in Residential Districts," Section 4-1-1 (Parking) and Section 4-1-1-2 (Parking During Snowfall) of the Code of Ordinances for the Village of Poplar Grove.
Motion made by Admin Chairman Costanza, Seconded by Trustee Vance.
Voting Yea: Admin Chairman Costanza, Finance Chairman Goings, Trustee Allgood, Trustee Cheek, Trustee Hubbard, Trustee Vance
8. Motion to discuss Farm & Sludge lease.

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

NEW BUSINESS

9. Motion to discuss/approve check disbursement for payments scheduled to be paid March 12, 2026, in the amount of \$71,082.15 in AP checks, \$35,657.09 in EFTs, estimated payroll of \$21,256.81 and insurance in the amount of 21,142.32 for a total of \$149,138.37.
Motion made by Trustee Allgood, Seconded by Trustee Vance.
Voting Yea: Admin Chairman Costanza, Finance Chairman Goings, Trustee Allgood, Trustee Cheek, Trustee Hubbard, Trustee Vance
10. Motion to discuss/approve Joint Participation Agreement with Central Management Services for the purchase of Rock Salt for CY2026-CY2027.
Motion made by Admin Chairman Costanza, Seconded by Trustee Cheek. The Motion passed by voice vote.
11. Motion to discuss/approve Barrick, Switzer, Long Balsley & Van Evera (BSLBV) retention agreement for conflict council.
Motion made by Admin Chairman Costanza, Seconded by Trustee Cheek.
Voting Yea: Admin Chairman Costanza, Finance Chairman Goings, Trustee Allgood, Trustee Cheek, Trustee Hubbard, Trustee Vance
12. Motion to discuss/approve Spring Quarterly Newsletter.
Motion made by Admin Chairman Costanza, Seconded by Trustee Cheek. The motion passed by voice vote.

GOOD OF THE VILLAGE

Board of Trustees Meeting - March 25, 2026 - 7:00 pm

Village Hall closed for Good Friday - April 3, 2026

Board of Trustees Meeting - April 8, 2026 - 7:00 pm

Board of Trustees Meeting - April 22, 2026 - 7:00 pm

ADJOURNMENT (Voice Vote)

Motion made by Admin Chairman Costanza, Seconded by Trustee Vance. The motion passed by voice vote.

The meeting adjourned at 7:32 pm



2323 Fourth Street
PO Box 483
Peru, Illinois 61354
815-224-1650
800-659-4659
Faxe 815-224-1688
www.testinc.com

March 12, 2026

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

Plant Type: Wastewater Treatment Plants: North: Class II Sequential batch reactors (SBR).
South: Class I Sequential batch reactors (SBR).
Water Treatment Plants: Well Supply with Chemical Addition in all 3 locations

For the water system you will find attached the daily inspection and monitoring reports for each of the water plants and the distribution system testing record. For the wastewater side we have included the monthly DMR for both wastewater plants.

Outlined below are the processes and actions taken during February 2026 in Poplar Grove to improve the facilities equipment beyond required and routine maintenance, testing, inspection and reporting. At times we will also list upcoming needed improvements that may need attention by the Village.

We hired a new employee, so we've returned to full staff. He's been working out well and has taken a liking to the job. He previously worked in a lab, so he's familiar with a lot of the industry. He has been picking up on mechanical things quickly as well.

Lift Stations:

- Performed daily checks and maintenance.
- Cleaned grease from wood stock with steel strainer bucket.
- Had the generator looked over at Collection Point because it quit exercising.
- Cleaned all the dust and any debris from the lift station panels, blew dust from all controls.
- Snow removal.

North WWTP:

- All standard monthly checks/maintenance/cleaning and procedures were completed.
- We decanted digesters.
- Tested all emergency wash stations.
- Cleaned out screener and cleaned spray nozzles. Cleaned out channel, raised screener and cleaned under it to ensure it's seated properly.
- SBR 3 decant valve was replaced under warranty.

- Cleaned out all of the building and cleared the cobwebs.
- Calibrated all lab equipment.
- Cleaned plant.
- Changed sampler tubing.
- Performed process control sampling.
- Monthly testing of all emergency wash stations.
- Drained and cleaned out all sludge and installed new sand in both filters at north plant.
- Snow removal.

South WWTP:

- Decanted digesters.
- Removed spray nozzle from screen and cleaned them. Also ran some ice through the screen to clean out stuck debris.
- All standard monthly checks/maintenance/cleaning and producers were completed.
- Tested all emergency wash stations.
- Had an issue with the PLC on one of the sand filters after a power blip. We had to have Object Controls come down and reprogram. We have a lot more of those PLC's and they are no longer made, so we purchased one to have as a spare on hand if this happens again.
- Received and got approval for blower repairs.
- Stopped the grit vortex and manually cleaned the big grit out, drained and cleaned. Ensured everything is working as it should.
- Ordered new UV bulbs for UV system at south plant.
- Test ran portable generators.
- Public works topped off the fuel for both generators.
- Repaired a broken chain in the sand filter at the south plant.
- Snow removal.

Water System:

- Cleaned well houses.
- All daily checks have been completed.
- Monthly and quarterly sampling completed.

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

Submitted by,
Total Environmental Service Technologies, Inc.



Ion Stear
Certified Operator/Manager

DMR Copy of Record

EPA may make all the information submitted through this form (including all attachments) available to the public without further notice to you. Do not use this online form to submit personal information (e.g., non-business cell phone number or non-business email address), confidential business information (CBI), or if you intend to assert a CBI claim on any of the submitted information. Pursuant to 40 CFR 2.203(a), EPA is providing you with notice that all CBI claims must be asserted at the time of submission. EPA cannot accommodate a late CBI claim to cover previously submitted information because efforts to protect the information are not administratively practicable since it may already be disclosed to the public. Although we do not impose a need for persons to assert a claim of CBI based on the types of information requested in this form, if persons wish to assert a CBI claim we direct submitters to contact the [NEDES Reporting Help Desk](#) for further guidance. Please note that EPA may contact you after you submit this report for more information.

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2040-0004). Responses to this collection of information are mandatory in accordance with this permit and EPA NPDES regulations 40 CFR 122.41(i)(4)(i). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information are estimated to average 2 hours per outfall. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Permit #: IL0023451 **Facility:** POPLAR GROVE - NORTH WWTP, VILLAGE OF POPLAR GROVE, IL 61065
Major: No **Permittee Address:** 200 NORTH HILL STREET POPLAR GROVE, IL 61065
Permitted Feature: 001 External Outfall **Discharge:** 001-0 STP OUTFALL
Report Dates & Status: **Status:** NetDMR Validated
Monitoring Period: From 01/01/26 to 01/31/26 **DMR Due Date:** 02/24/26
Considerations for Form Completion
BOW ID: W0070150007; DMF LOAD LIMITS DISPLAYED; MONITORING LOCATION "1" IS MONTHLY AVERAGE AND DAILY MAXIMUM; MONITORING LOCATION "3" IS FORWEEKLY AVERAGE.

Principal Executive Officer: Ron Stear
Title: ROINC **Telephone:** 815-224-1650
First Name: Ron **Last Name:** Stear
No Data Indicator (NOD): -
Form NOD: -

Code	Parameter Name	Monitoring Location Section #	Permit NOD	Sample Permit Req.	Value 1	Qualifier	Value 2	Qualifier	Value 3	Qualifier	Value 4	Qualifier	Units	g/L	Frequency of Analysis	Sample Type
00300	Oxygen, dissolved [DO]	1 - Effluent Gross	1	0	8.008	>=	8.13	=	7.74		4.5 MN WK AV	>=	19 - mg/L	0	02DA - 2 Days Every Week	GR - Grab
00400	pH	1 - Effluent Gross	0	0	7.3	>=	6.0 MINIMUM	<	9.0 MAXIMUM		12.0 MO AVG	<=	12 - SU	0	02DA - 2 Days Every Week	GR - Grab
00530	Solids, total suspended	1 - Effluent Gross	0	0	6.397	<	19.682	=	250.0 DAILY MX		26 - lb/d	<	19 - mg/L	0	02DA - 2 Days Every Week	GR - Grab
00610	Nitrogen, ammonia total [as N]	1 - Effluent Gross	1	0	0.817	<	5.157	=	56.0 DAILY MX		26 - lb/d	<	19 - mg/L	0	02DA - 2 Days Every Week	GR - Grab
50050	Flow, In conduit or thru treatment plant	1 - Effluent Gross	0	0	0.236	=	0.497		Reg Mon DAILY MX		02 - MGD		19 - mg/L	0	9899 - Continuous	GR - Grab
50060	Chlorine, total residual	1 - Effluent Gross	0	0	11.809	<	11.809	<	209.0 DAILY MX		26 - lb/d	<	19 - mg/L	0	02DA - 2 Days Every Week	GR - Grab
80092	BOD, carbonaceous [5 day, 20 C]	1 - Effluent Gross	0	0	104.0 MO AVG	<=	209.0 DAILY MX	<=	20.0 DAILY MX		26 - lb/d	<=	19 - mg/L	0	02DA - 2 Days Every Week	GR - Grab

Value None

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

Edit Check Errors

Comments

Attachments

No attachments

Report Last Saved By

POPLAR GROVE, VILLAGE OF

User:

Name: KJOERGER

E-Mail: kjoerger@testinc.com

Date/Time: 2026-02-17 10:11 (Time Zone: -06:00)

Report Last Signed By

User:

Name: IONSTEAR

E-Mail: istear@testinc.com

Date/Time: 2026-02-25 16:24 (Time Zone: -06:00)

DMR Copy of Record

EPA may make all the information submitted through this form (including all attachments) available to the public without further notice to you. Do not use this online form to submit personal information (e.g., non-business cell phone number or non-business email address), confidential business information (CBI), or if you intend to assert a CBI claim on any of the submitted information. Pursuant to 40 CFR 2.203(a), EPA is providing you with notice that all CBI claims must be asserted at the time of submission. EPA cannot accommodate a late CBI claim to cover previously submitted information because efforts to protect the information are not administratively practicable since it may already be disclosed to the public. Although we do not foresee a need for persons to assert a claim of CBI based on the types of information requested in this form, if persons wish to assert a CBI claim we direct submitters to contact the [NEDES Administrator Help Desk](#) for further guidance. Please note that EPA may contact you after you submit this report for more information.

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Permit #:	IL0023451	Permittee:	POPLAR GROVE, VILLAGE OF	Facility:	POPLAR GROVE - NORTH WWTP, VILLAGE OF
Major:	No	Permittee Address:	205 NORTH HILL STREET POPLAR GROVE IL 61065	Facility Location:	205 EDSON RD POPLAR GROVE, IL 61065
Permitted Feature:	INF Influent Structure	Discharge:	INF-L INFLUENT MONITORING	Status:	NetDMR Validated
Report Dates & Status	From 01/01/26 to 01/31/26	DMR Due Date:	02/25/26	Telephone:	815-224-1650
Monitoring Period:	Considerations for Form Completion				
BOW ID:	W0070150007	Monitoring Location:		Quality of Leaking	
Principal Executive Officer:	Ion Stear	Season #	Param. NODI	Qualifier 1	Qualifier 2
First Name:	Ion	Monitoring Location	Season #	Qualifier 1	Qualifier 2
Last Name:	Stear	Monitoring Location	Season #	Qualifier 1	Qualifier 2
No Data Indicator (NODI)		Monitoring Location	Season #	Qualifier 1	Qualifier 2
Form NODI:		Monitoring Location	Season #	Qualifier 1	Qualifier 2
Scale		Monitoring Location	Season #	Qualifier 1	Qualifier 2
00310	BOD, 5-day, 20 deg. C	G - Raw Sewage Influent	0	104.125	19 - mg/L
00530	Solids, total suspended	G - Raw Sewage Influent	0	146.75	19 - mg/L
50050	Flow, in conduit or thru treatment plant	G - Raw Sewage Influent	0	0.313	02/DA - 2 Days Every Week

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

Edit Check Errors
No errors.

Comments

Attachments
No attachments.

Report Last Saved By
POPLAR GROVE, VILLAGE OF

User:
Name: KJOERGER
E-Mail: kjoerger@iestinc.com
Date/Time: 2026-02-17 10:11 (Time Zone: -06:00)

Report Last Signed By
User: IONSTEAR
Name: Ion Stear
E-Mail: iustear@iestinc.com

Date/Time: 2025-02-25 16:24 (Time Zone: -06:00)

DMR Copy of Record

EPA may make all the information submitted through this form (including all attachments) available to the public without further notice to you. Do not use this online form to submit personal information (e.g., non-business cell phone number or non-business email address), confidential business information (CBI), or if you intend to assert a CBI claim on any of the submitted information. Pursuant to 40 CFR 2.203(a), EPA is providing you with notice that all CBI claims must be asserted at the time of submission. EPA cannot accommodate a late CBI claim to cover previously submitted information because efforts to protect the information are not administratively practicable since it may already be disclosed to the public. Although we do not foresee a need for persons to assert a claim of CBI based on the types of information requested in this form, if persons wish to assert a CBI claim we direct submitters to contact the [NEDESARGoodwillHelpDesk](#) for further guidance. Please note that EPA may contact you after you submit this report for more information.

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2040-0004). Responses to this collection of information are mandatory in accordance with this permit and EPA NPDES regulations 40 CFR 122.41(i)(4)(i). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information are estimated to average 2 hours per outfall. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Permit #: IL0071447	Permittee: POPLAR GROVE, VILLAGE OF	Facility: POPLAR GROVE SOUTH STP, VILLAGE OF
Major: Yes	Permittee Address: 200 HILL STREET P.O. BOX 1 POPLAR GROVE, IL 61065	Facility Location: 12211 STATE ROUTE 76 POPLAR GROVE, IL 61065
Permitted Feature: 001 External Outfall	Discharge: 001-0 STP OUTFALL	Status: NetDMR Validated
Report Dates & Status	DMR Due Date: 02/25/26	
Monitoring Period: From 01/01/26 to 01/31/26		
Considerations for Form Completion		
BOW ID: W0070150006; DMF LOAD LIMITS DISPLAYED.		
Principal Executive Officer:	Title: Certified Operator	Telephone: 815-224-1650
First Name: Ion		
Last Name: Stear		
No Data Indicator (NDI):		
Form NDI:		

Code	Parameter Name	Monitoring Location	Station #	Param. NDI	Quantity or Loading			Quality or Concentration			Unit	Limit	Frequency of Analysis	Sample Type
					Value 1	Qualifier 1	Value 2	Qualifier 2	Value 3	Qualifier 3				
00300	Oxygen, dissolved [DO]	1 - Effluent Gross	1	-	Sample						19 - mg/L	03DW - 3 Days Every Week	GR - Grab	
					Permit Req. Value	>=	9.137	=	8.77	=	8.39			
					Value NDI						19 - mg/L	03DW - 3 Days Every Week	GR - Grab	
					Sample						19 - mg/L	03DW - 3 Days Every Week	GR - Grab	
					Permit Req. Value	>=	4.5 MN WK AV	>=	4.0 DAILY MN					
					Value NDI									
00400	pH	1 - Effluent Gross	0	-	Sample						12 - SU	03DW - 3 Days Every Week	GR - Grab	
					Permit Req. Value	>=	7.21	=	7.87		12 - SU	03DW - 3 Days Every Week	GR - Grab	
					Value NDI									
					Sample									
					Permit Req. Value	>=	6.0 MINIMUM	<=	9.0 MAXIMUM					
					Value NDI									
00530	Solids, total suspended	1 - Effluent Gross	0	-	Sample						19 - mg/L	03DW - 3 Days Every Week	CP - Composite	
					Permit Req. Value	<=	2.646	=	2.25	=	6.0			
					Value NDI									
					Sample									
					Permit Req. Value	<=	250.0 MO AVG	<=	12.0 MO AVG	<=	24.0 DAILY MX			
					Value NDI									
00600	Nitrogen, total [as N]	1 - Effluent Gross	0	-	Sample						19 - mg/L	0130 - Monthly	CP - Composite	
					Permit Req. Value	<=	0.118	<	20.0	=	19 - mg/L	0130 - Monthly	CP - Composite	
					Value NDI									
					Sample									
					Permit Req. Value	<=	71.0 MO AVG	<=	3.4 MO AVG	<=	5.2 DAILY MX			
					Value NDI									
00610	Nitrogen, ammonia total [as N]	1 - Effluent Gross	2	-	Sample						19 - mg/L	03DW - 3 Days Every Week	CP - Composite	
					Permit Req. Value	<=	0.118	<	0.1	<	19 - mg/L	03DW - 3 Days Every Week	CP - Composite	
					Value NDI									
					Sample									
					Permit Req. Value	<=	108.0 DAILY MX	<=	5.2 DAILY MX					
					Value NDI									
00610	Nitrogen, ammonia total [as N]	8 - Other Treatment, Process Complete	2	-	Sample						19 - mg/L	03DW - 3 Days Every Week	CP - Composite	
					Permit Req. Value	<=	0.1	=	0.215		19 - mg/L	03DW - 3 Days Every Week	CP - Composite	
					Value NDI									
					Sample									
					Permit Req. Value	<=	21.0 MO AVG	<=	1.0 MO AVG					
					Value NDI									
00685	Phosphorus, total [as P]	1 - Effluent Gross	0	-	Sample						19 - mg/L	03DW - 3 Days Every Week	CP - Composite	
					Permit Req. Value	<=	0.253	=	0.215		19 - mg/L	03DW - 3 Days Every Week	CP - Composite	
					Value NDI									
					Sample									
					Permit Req. Value	<=	21.0 MO AVG	<=	1.0 MO AVG					
					Value NDI									

DMR Copy of Record

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Permit #:	IL0071447	Permittee:	POPLAR GROVE, VILLAGE OF	Facility:	POPLAR GROVE SOUTH STP, VILLAGE OF
Major:	Yes	Permittee Address:	200 HILL STREET, P.O. BOX 1 POPLAR GROVE, IL 61065	Facility Location:	12211 STATE ROUTE 78 POPLAR GROVE, IL 61065
Permitted Feature:	INF Influent Structure	Discharge:	INF-L INFLUENT MONITORING	Status:	NotDMR Validated
Report Dates & Status		DMR Due Date:	02/25/26		
Monitoring Period:	From 01/01/26 to 01/31/26				
Considerations for Form Completion					
BOW ID:	W0070150006				
Principal Executive Officer:		Title:	Certified Operator	Telephone:	815-224-1650
First Name:	Ion				
Last Name:	Stear				
No Data Indicator (NODI)					
Form NODI:					
Code	Parameter Name	Monitoring Location	Session #	Sample Permit Req Value NODI	Sample Permit Req Value NODI
00310	BOD, 5-day, 20 deg. C	G - Raw Sewage Influent	0	-	-
00530	Solids, total suspended	G - Raw Sewage Influent	0	-	-
50050	Flow, in conduit or thru treatment plant	G - Raw Sewage Influent	0	-	-

Qualifier 1	Value 1	Qualifier 2	Value 2	Qualifier 3	Value 3	Units	Quality or Concentration	# of Ex.	Frequency of Analysis	Sample Type
						141.5	Req Mon MO AVG	0	03/DW - 3 Days Every Week	CP - Composite
						19 - mg/L	Req Mon MO AVG	0	03/DW - 3 Days Every Week	CP - Composite
						181.5	Req Mon MO AVG	0	03/DW - 3 Days Every Week	CP - Composite
						19 - mg/L	Req Mon MO AVG	0	03/DW - 3 Days Every Week	CP - Composite
						0.146	Req Mon MO AVG	0	99/99 - Continuous	99/99 - Continuous
						0.034	Req Mon DAILY MX	03 - MGD	99/99 - Continuous	99/99 - Continuous

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

Edit Check Errors
No errors.

Comments

Attachments
No attachments.

Report Last Saved By
POPLAR GROVE, VILLAGE OF

User: KJOERGER
Name: Kalle Joenger
E-Mail: kjoenger@tesinc.com
Date/Time: 2026-02-17 10:17 (Time Zone: -06:00)

Report Last Signed By

User: IONSTEAR
Name: Ion Stear
E-Mail: istear@tesinc.com

Date/Time: 2025-02-25 16:24 (Time Zone: -06:00)

Date/Time:

VILLAGE OF POPLAR GROVE - NORTH
 FOR THE MONTH OF JAN. 2026
 ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
 DIVISION OF PUBLIC WATER SUPPLIES

IL0070150

MONTHLY OPERATING REPORT

Date	Time	Flow Meter		Hour Meter Well 2		Hour Meter Well 3		Chlorine Feed		Phosphate Feed		Flouride Feed		Operator Initials
		Reading	Pumpage	Reading	Hours	Reading	Hours	Scale	lbs Used	Free	Scale	lbs Used	PO4 mg/L	
31-Dec		523120		10065.7		37363.50		112.00		1.60	32	14	36.00	JH
1-Jan		523279	65	10065.7	0	37370.2	5.2	110	110	0.92		14	35	JH
2-Jan		523344	135	10065.7	0	37375.40	7.20	108.00	5.0	1.81	14	12.00	35.00	JH
3-Jan	12:22	523479	129	10065.7	0	37382.60	6.90	103.00	2.0	2.57	2/100	10.00	35.00	Bh
4-Jan	01:26	523608	114	10065.7	0	37389.50	6.10	101.00	0.0	2.80	90	14.00	35.00	Bh
5-Jan	10:05	523722	106	10065.7	0	37395.60	5.70	101.00	0.0	1.14	76	12.00	34.50	JH
6-Jan	09:47	523828	109	10065.7	0	37401.30	5.80	101.00	-2.0	1.36	64	12.00	34.00	JH
7-Jan	10:17	523937	102	10065.7	0	37407.10	6.20	103.00	1.0	1.12	52	8.00	34.00	JH
8-Jan	10:09	524039	125	10065.7	0	37413.30	5.90	102.00	2.0	1.38	44	8.00	33.50	JH
9-Jan	11:21	524164	117	10065.7	0	37419.20	6.20	100.00	2.0	1.46	36	6.00	33.00	JH
10-Jan	12:34	524281	100	10065.7	0	37425.40	5.40	98.00	1.0	2.50	30	4.00	33.00	Bh
11-Jan	10:38	524381	130	10065.7	0	37430.80	7.00	97.00	2.0	1.48	26	10.00	32.00	Bh
12-Jan	11:27	524511	106	10065.7	0	37437.80	5.70	95.00	0.0	1.27	16 / 100	6.00	32 / 50	JH
13-Jan	10:36	524617	109	10065.7	0	37443.50	5.80	95 / 160	160.0	0.99	94	4.00	50.00	JH
14-Jan	00:12	524726	102	10065.7	0	37449.30	5.50	158.00	2.0	1.46	90	8.00	49.00	JH
15-Jan		524828	116	10065.7	0	37454.80	5.20	156.00	3.0	1.65	82	6.00	48.50	J
16-Jan	12:00	524944	109	10065.7	0	37460.00	6.70	153.00	1.0	2.04	76	6.00	48.50	JH
17-Jan		525053	110	10065.7	0	37466.70	5.90	152.00	4.0	1.20	70	4.00	48.00	JH
18-Jan	11:35	525163	109	10065.7	0	37472.60	5.60	148.00	2.0	0.50	66	6.00	47.50	JH
19-Jan	10:54	525272	124	10065.7	0	37478.20	6.90	146.00	3.0	1.64	60	6.00	47.00	JH
20-Jan	11:05	525396	103	10065.7	0	37485.10	5.50	143.00	3.0	1.81	54	10.00	47.00	JH
21-Jan	10:30	525499	106	10065.7	0	37490.60	5.70	140.00	2.0	2.00	44	2.00	46.50	As
22-Jan	10:28	525605	116	10065.7	0	37496.30	6.20	138.00	1.0	1.01	42	6.00	46.00	JH
23-Jan	11:06	525721	105	10065.7	0	37502.50	7.40	137.00	3.0	1.21	36	14.00	46.00	JH
24-Jan	13:00	525826	135	10065.7	0	37509.90	5.40	134.00	1.0	1.13	22	4.00	45.50	As
25-Jan	11:30	525961	129	10065.7	0	37515.30	5.80	133.00	2.0	1.37	18	2.00	45.00	As
26-Jan		526090	155	10065.7	0	37521.10	9.50	131.00	1.0	1.00	16	2.00	44.50	JH
27-Jan	10:15	526245	116	10065.7	0	37530.60	6.20	130.00	2.0	0.21	14	6.00	44.50	JH
28-Jan	10:10	526361	116	10065.7	0	37536.80	5.90	128.00	2.0	0.66	8 / 120	4.00	44.00	JH
29-Jan	00:00	526477	182	10065.7	0	37542.70	6.50	126.00	1.0	0.87	116	6.00	44.00	JH
30-Jan	10:20	526659	33	10065.7	0	37549.20	5.50	125.00	0.0	0.69	110	6.00	43.50	JH
31-Jan	10:10	526692	116	10065.7	0	37554.70	6.10	125.00	0.0	0.77	104	4.00	43.00	JH
1-Feb		526808		10065.7		37560.80		125.00		0.39	100		42.50	
TOT			3413				184			44.01				
AVE			114				6			1.33				
MAX			182				10			2.80				
MIN			33				5			0.21				

SIGNATURE:  Ion Stear
 PHONE: 815-224-1650

VILLAGE OF POPLAR GROVE - WEST
 FOR THE MONTH OF JAN. 2026
 MONTHLY OPERATING REPORT
 ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
 DIVISION OF PUBLIC WATER SUPPLIES

Date	Time	Flow Meter		Hour Meter Well 4		Chlorine Feed		Phosphate Feed		Flouride Feed		Operator Initials	
		Reading	Pumpage	Reading	Hours	Scale	lbs Used	Free	Scale	lbs Used	PO4 mg/L		Scale
31-Dec		438230		9924.42		90.00		1.36	144	1.59	354.10	JH	
1-Jan		438325	70	9926.86	1.7	86	0.0	0.97	138	1.25	351.8	JH	
2-Jan	10:12	438395	95	9928.56	2.52	86.00	2.0	1.04	134	1.45	349.80	JH	
3-Jan	11:28	438490	94	9931.08	2.28	84.00	3.0	1.83	128	1.21	347.90	Bh	
4-Jan	01:16	438584	72	9933.36	1.89	81.00	1.0	1.76	124		344.90	BH	
5-Jan	10:35	438656	74	9935.25	1.82	80.00	2.0	1.24	118	1.13	342.90	JH	
6-Jan	10:14	438730	140	9937.07	3.59	78.00	4.0	1.08	114	1.17	340.90	3.80	JH
7-Jan	10:55	438870	157	9940.66	3.98	74.00	3.0	1.18	108	1.28	337.10	4.20	JH
8-Jan	10:41	439027	146	9944.64	3.69	71.00	0.0	0.99	100	1.82	332.90	3.60	JH
9-Jan	10:23	439173	161	9948.33	4.12	68.00	0.0	1.40	92	0.99	329.30	4.20	JH
10-Jan	12:26	439334	129	9952.45	3.3	65.00	4.0	1.43	84	1.62	325.10	3.30	BH
11-Jan	10:52	439463	155	9955.75	3.93	61.00	4.0	1.21	76	1.82	321.80	3.90	JH
12-Jan	10:54	439618	150	9959.68	3.82	57.00	0.0	1.23	68	1.69	317.90	1.00	JH
13-Jan	10:58	439768	153	9963.5	3.91	57 / 158	158.0	1.93	60	0.97	316 / 428	428.00	JH
14-Jan	11:11	439921	143	9967.41	3.59	154.00	3.0	2.07	52	1.15	424.00	3.70	JH
15-Jan		440064	138	9971	3.56	151.00	4.0	1.86	44	1.25	420.30	3.50	JH
16-Jan	11:45	440202	179	9974.56	4.44	147.00	4.0	2.09	38	1.03	416.80	4.80	JH
17-Jan		440381	130	9979	3.42	143.00	3.0	1.48	30	1.07	412.00	3.40	JH
18-Jan	11:53	440511	148	9982.42	3.72	140.00	4.0	1.57	24	1.24	408.60	4.10	JH
19-Jan	11:30	440659	159	9986.14	4.11	136.00	3.0	1.82	16 / 102	0.79	404.50	4.30	JH
20-Jan	11:40	440818	129	9990.25	3.29	133.00	4.0	1.57	96	1.18	400.20	3.50	JH
21-Jan	10:50	440947	153	9993.54	3.9	129.00	3.0	2.15	90	1.08	396.70	4.10	As
22-Jan	10:51	441100	97	9997.44	2.48	126.00	2.0	1.57	82	1.07	392.60	2.50	JH
23-Jan	11:32	441197	84	9999.92	2.37	124.00	1.0	2.09	78	0.84	390.10	2.70	JH
24-Jan	13:20	441281	79	10002.3	1.77	123.00	3.0	2.10	72	1.02	387.40	1.70	As
25-Jan	11:45	441360	60	10004.1	1.94	120.00	3.0	2.15	68	0.87	385.70	2.30	As
26-Jan		441420	129	10006	2.88	117.00	1.0	1.89	65	1.00	383.40	2.80	JH
27-Jan	10:42	441549	71	10008.9	1.8	116.00	1.0	2.00	60	0.98	380.60	1.90	JH
28-Jan	11:02	441620	70	10010.7	1.77	115.00	2.0	1.56	54	1.31	378.70	2.00	JH
29-Jan	10:15	441690	93	10012.5	1.55	113.00	1.0	2.14	52	1.26	376.70	2.60	JH
30-Jan	10:42	441783	70	10014	2.1	112.00	2.0	1.80	48	0.85	374.10	1.90	JH
31-Jan	10:24	441853	95	10016.1	2.91	110.00	2.0	0.66	44	0.79	372.20	2.70	JH
1-Feb	00:11	441948		10019	1.04	108.00		0.71	40		369.50		
TOT			3528					51.93					
AVE			118					1.57					
MAX			179					2.15					
MIN			60					0.66					

SIGNATURE:  Jon Stear
 PHONE: 815-224-1650

VILLAGE OF POPLAR GROVE - SOUTH
 FOR THE MONTH OF JAN 2026
 ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
 DIVISION OF PUBLIC WATER SUPPLIES

IL0070300

MONTHLY OPERATING REPORT

Date	Time	Flow Meter		Hour Meter Well 5		Hour Meter Well 6		Chlorine Feed		Phosphates Feed		Flouride Feed		Operator Initials
		Reading	Pumpage	Reading	Hours	Reading	Hours	Scale	lbs Used	Free	Scale	lbs Used	PO4 mg/L	
31-Dec	11:11	663868		4758.32		4758.32		119.00		1.02	26	1.28	182.20	JH
1-Jan	11:50	663929	59	5339.5	1	4758.32	0	118	1	0.76	22	1.54	179.6	JH
2-Jan	11:45	663988	73	5340.50	1.1	4758.32	0	119.00	2.0	0.99	18 / 160	1.09	179.60	JH
3-Jan	11:59	664061	80	5341.60	1.2	4758.32	0	117.00	2.0	1.27	154	1.06	177.40	BH
4-Jan	12:55	664141	59	5342.80	1.9	4758.32	0	115.00	0.0	1.23	148	1.08	175.40	BH
5-Jan	11:25	664200	58	5344.70	0	4758.32	0	115.00	1.0	1.09	144	0.99	175.00	JH
6-Jan	10:55	664258	89	5344.70	1.4	4758.32	0	114.00	1.0	1.03	140	1.39	174.20	JH
7-Jan	11:35	664347	59	5346.10	0.9	4758.32	0	112.00	1.0	0.83	138	1.31	172.00	JH
8-Jan	11:23	664406	60	5347.00	1	4758.32	0	112.00	1.0	0.83	132	1.12	170.80	JH
9-Jan	11:05	664466	60	5348.00	0.9	4758.32	0	111.00	1.0	0.40	130	1.03	169.00	JH
10-Jan	12:00	664526	62	5348.90	0.9	4758.32	0	110.00	1.0	0.85	128	1.94	167.40	BH
11-Jan	11:08	664588	58	5349.80	1	4758.32	0	109.00	1.0	1.00	124	1.20	164.60	BH
12-Jan	10:15	664646	89	5350.80	1.4	4758.32	0	108.00	0.0	0.61	120	1.22	163.60	JH
13-Jan	11:55	664735	60	5352.20	0.9	4758.32	0	108 / 159	159.0	0.51	116	2.18	63 / 360.4	JH
14-Jan	11:43	664795	60	5353.10	0.9	4758.32	0	158.00	2.0	1.11	112	0.95	358.20	JH
15-Jan	11:20	664855	60	5354.00	1	4758.32	0	156.00	0.0	0.72	108	0.72	355.80	JH
16-Jan	10:28	664915	60	5355.00	0.9	4758.32	0	156.00	1.0	1.01	106	0.95	354.80	JH
17-Jan	11:11	664975	59	5355.90	0.9	4758.32	0	155.00	2.0	0.67	102	1.33	352.60	JH
18-Jan	12:00	665034	91	5356.80	1.5	4758.32	0	153.00	1.0	0.52	98	1.05	350.80	JH
19-Jan	12:12	665125	60	5358.30	0.9	4758.32	0	152.00	0.0	0.95	94	1.26	348.40	JH
20-Jan	12:20	665185	59	5359.20	0.9	4758.32	0	152.00	0.0	0.66	90	1.50	346.40	JH
21-Jan	11:40	665244	60	5360.1	1	4758.32	0	152.00	1.0	1.07	88	1.31	346.80	As
22-Jan	11:31	665304	59	5361.1	0.9	4758.32	0	151.00	1.0	0.97	84	1.32	345.00	JH
23-Jan	12:09	665363	89	5362	1.4	4758.32	0	150.00	1.0	0.88	80	1.81	342.00	JH
24-Jan	14:10	665452	58	5363.4	0.9	4758.32	0	149.00	1.0	0.86	76	1.44	339.60	As
25-Jan	12:50	665510	55	5364.3	0.7	4758.32	0	148.00	2.0	1.12	72	0.64	338.20	As
26-Jan		665565	88	5365	1.5	4758.32	0	146.00	1.0	1.00	68	0.75	337.00	JH
27-Jan	11:35	665653	58	5366.5	0.9	4758.32	0	145.00	1.0	0.72	66	1.25	335.00	JH
28-Jan	11:42	665711	58	5367.4	1	4758.32	0	144.00	1.0	0.90	64	1.49	333.80	JH
29-Jan	10:58	665769	57	5368.4	0.9	4758.32	0	143.00	0.0	0.95	62	1.02	332.60	JH
30-Jan	10:10	665826	56	5369.3	0.7	4758.32	0	143.00	0.0	0.57	58	0.97	331.00	JH
31-Jan	09:51	665882	88	5370	1.5	4758.32	0	143.00	3.0	0.93	56	1.00	329.80	JH
1-Feb		665970		5371.5		4758.32		140.00		1.15	50	1.40	327.80	JH
TOT			1953				0			29.16				
AVE			65				0			0.88				
MAX			91				0			1.27				
MIN			55				0			0.40				

Jon Stear

SIGNATURE:
 PHONE: 815-224-1650

DAILY DISTRIBUTION MONITORING REPORT

VILLAGE OF POPLAR GROVE
 FOR THE MONTH OF JAN. 2026
 ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
 DIVISION OF PUBLIC WATER SUPPLIES

Date	North System (Wells 2 & 3)			West System (Well 4)			South System (Wells 5 & 6)			Flouride Analysis									
	Site #	Free Cl ₂	Total Cl ₂	Site #	Free Cl ₂	Total Cl ₂	Site #	Free Cl ₂	Total Cl ₂	Site #	Free Cl ₂	Total Cl ₂	PO ₄	Operator Initials	Slope Standard	Well #2	Well #3	Well #4	Well #5-6
1																			
2	Arturo's	1.15		Gas	1.06			Tower	0.95				1.43		89.00		0.93	0.70	0.68
3																	0.94	0.78	0.72
4																	0.77	0.56	0.68
5	Post	1.43			0.8			Tower	0.97				1.19				0.68	0.54	0.66
6	Post	0.81		Garage	1.21			Tower	0.86				0.87				0.57	0.83	0.63
7	Village	0.71		Gas	0.97			Tower	0.92				0.86				0.43	0.73	0.76
8	Arturo's	1		Gas	0.51			Tower	1				0.78				0.86	0.82	0.79
9	Arturo's	1.33		Garage	1.21			Tower	0.74				1.07				1.00	0.73	0.79
10																	0.49	0.60	0.70
11																	0.52	0.61	0.58
12	Post	1.03		Gas	0.55			Tower	0.67				1.11		99.00		0.61	0.64	0.62
13	Post	1.1		Oak	0.46			Tower	0.99				1.43				0.72	0.80	0.64
14	Village	0.59		Gas	0.9			Tower	0.95				1.24				1.00	0.64	0.82
15	School	1.43		Garage	1.3			Tower	0.72								0.86	0.63	0.39
16	Arturo's	0.89		Gas	1.24			Tower	0.85				1.19	Aws			1.80	0.64	0.69
17																	0.80	0.55	0.72
18																	0.45	0.46	0.40
19	Village	0.32		Garage	1.2			Tower	0.77				1.09				0.53	0.47	0.76
20	Village	0.42		Gas	0.9			Tower	0.97				0.99				0.61	0.71	0.70
21	Post	0.97		Oak	1.14			Tower	0.91				0.81				0.58	0.57	0.44
22	Post	0.89		Garage	1.23			Tower	0.78				0.86				0.62	0.55	0.42
23	Arturo's	0.86		Gas	0.74			Tower	0.86				0.9				0.58	0.62	0.66
24																	0.59	0.72	0.63
25																	0.80	0.70	0.63
26																	0.49	0.50	0.64
27	Post	0.43		Gas	0.69			Tower	0.89				1.37				0.43	0.49	0.54
28	Post	0.42		Gas	0.95			Tower	0.83				1.54				0.59	0.50	0.53
29	School	0.83		Garage	1.54			Tower	0.68				1.9				0.66	0.73	0.51
30	Arturo's	0.44		Gas	0.7			Tower	0.61				1.11				0.45	0.89	0.66
1															99.00		0.70	0.76	0.66
																	0.49	0.52	0.7

Signature:  Jon Stear
 PHONE: 815-224-1650



200 N. Hill Street, Poplar Grove, IL 61065
 Phone: (815) 765-3201 – Fax: (815) 765-3571
<https://www.poplargo-ve-il.gov/>

Public Works Report – February 2026

Roads & Infrastructure

- A total of five snow events occurred during the month.
- All required salt operations only, as most totals were below or around an inch.
- Staff had a total of 13 man hours outside of normal working hours during February.
- No salt was ordered. We have reached 100% of our allotment under the State contract, and I do not anticipate having to order more. The next purchase will be under the new contract and will serve as an early season order to restock the salt shed.
- Swept majority of Village roadways to clean up residual salt.

Water & Sewer

- Began the GIS overhaul. Met with McMahon to discuss the process and develop a road map for implementation. Initial work will be completed by McMahon, with the field work aspect beginning this spring and summer. Public Works anticipates these upgrades significantly streamlining our field operations.
- Continued coordination with Kurt from TEST Inc on the SCADA upgrades. Programming is being done on location with TEST, and the on-site installs are on track for March.

Facilities & Equipment Repairs

- Remodel work continued at 100 S. State. The lack of weather events has put our focus on this project. We are in the final stages, including hardware and door installations, bathroom fixtures, trim installation, and painting. The remodel will be completed by mid-March. The project has turned out great, and I have been impressed with Staff's work on this.
- Washed trucks.

Administration & Planning

- Continued coordination with Comcast updating dialer lines at the wellhouses and lift stations. We currently have the SWWTP and Countryside lift station left to complete.
- Held a strategic planning meeting with Chris, Ion, and Kristi to discuss overall capital improvement plan.
- Finalized budget proposal.

- Began the implementation of the new Time and Attendance software. Although it was a bit of learning curve
- Maintained discussions with developers on active and prospective projects.
- Continued coordination with New Leaf/Contry on parcels in Westergren.
- Continued review of Surf fiber-optic permits; while revisions remain necessary on some plan sets, we are moving onto issuing permits for the initial three sets. Had a preconstruction meeting to keep the process moving forward. I expect construction to begin sometime in March or April.
- Continued review of Frontier fiber-optic permits; some of the plan sets have been approved, while others are still in the revision stages. This install should run around the same time as Surf's.

As always, please contact me with any questions or concerns. I am available to provide additional details on any past, current, or upcoming projects.

Post Date from 02/01/2026 - 02/28/2026 Open and Complete Receipts

Receipt # Description	Date	Cashier	Wkstn	Received Of Distribution	Amount
UB					137.02
C	02/27/2026	RENEE	RENEE-2		
UB					89.24
C	02/27/2026	SYSTEM_USE	Default		
UB					154.43
C	02/27/2026	SYSTEM_USE	Default		
UB					137.02
C	02/27/2026	SYSTEM_USE	Default		
UB					170.36
C	02/27/2026	SYSTEM_USE	Default		
UB					215.24
C	02/28/2026	SYSTEM_USE	Default		
UB		0012092000			139.19
C	02/28/2026	SYSTEM_USE	Default		
UB					274.61
C	02/28/2026	SYSTEM_USE	Default		
UB					57.38
Total of 1,453 Receipts					381,672.82

*** TOTAL BY GL DISTRIBUTION ***

01-00-2410 CUSTOMER DEPOSITS HELD	255.00
01-00-3100 STATE INCOME TAXES	76,973.55
01-00-3101 STATE USE TAXES	2,972.28
01-00-3102 STATE TELECOMMUNICATIONS TAX	3,705.47
01-00-3103 STATE SALES TAXES	48,827.94
01-00-3104 STATE VIDEO GAMING TAX	9,818.32
01-00-3106 STATE LOCAL SHARE OF CANNABIS USE TAX	608.96
01-00-3200 MUNICIPAL UTILITY TAX - ELECTRICITY	10,548.68
01-00-3201 MUNICIPAL UTILITY TAX - NATURAL GAS	14,645.61
01-00-3205 MUNICIPAL TAX MEDIACOM/COMCAST	7,761.84
01-00-3400 BUILDING PERMIT FEES	2,843.00
01-00-3403 OTHER LICENSE FEES	50.00
01-00-3403 SOLICITORS LICENSES	85.00
01-00-3500 RENTS RECEIVED	1,500.00
01-00-3801 DONATIONS/CONTRIBUTIONS	10,000.00
20-00-3120 MOTOR FUEL TAX	19,844.57
31-00-1401 2ND METER WATER SRVC	2.88
31-00-1401 METERED SEWER	14,854.60
31-00-1401 SEWER BASE	55,101.17
31-00-1401 SEWER USAGE	47,735.33
31-00-1401 TURN OFF FEE	241.18
31-00-1401 TURN ON FEE	894.67
31-00-1401 WATER BASE	27,257.11
31-00-1401 WATER USAGE	14,123.66
31-00-3602 WATER & SEWER CONNECTION FEES	10,000.00
31-00-3604 METER & MXU SALES	1,022.00

TOTAL - GL NUMBERS:

381,672.82

03/20/2026
10:38 AM

RECEIPT REGISTER FOR VILLAGE OF POPLAR GROVE

Item 7.

Post Date from 02/01/2026 - 02/28/2026 Open and Complete Receipts

Receipt # Description	Date	Cashier	Wkstn	Received Of Distribution	Amount
*** TOTAL BY FUND ***					
01 GENERAL FUND					190,595.65
20 MOTOR FUEL FUND					19,844.57
31 WATER & SEWER FUND					171,232.60
				TOTAL - ALL FUNDS:	<u>381,672.82</u>

Collector Monthly Reporting

For January 2026

	Total Cash Receipts	
Week 1 - 02/01/26-02/07/26	\$	59,690.45
Week 2 - 02/08/26-02/14/26	\$	194,900.53
Week 3 - 02/15/26-02/21/26	\$	93,689.71
Week 4 - 02/22/26-02/28/26	\$	33,392.13
TOTAL CASH RECEIPTS	\$	381,672.82

Month Breakdown of Cash Receipts	
Customer Deposits Held	\$ 255.00
Accounts Recievables - Other	\$ -
State Income Taxes	\$ 76,973.55
State Use Taxes	\$ 2,972.28
Stae Telecommunications Tax	\$ 3,705.47
State Sales Taxes	\$ 48,827.94
State Video Gaming Tax	\$ 9,818.32
Replacement Tax	
State Local Share of Cannabis Us	\$ 608.96
Municipal Utility Tax - Electrical	\$ 10,548.68
Municipal Utility Tax - Natural Gas	\$ 14,645.61
Municipal Tax Medicom/Comcast	\$ 7,761.84
Filing Fees	-
Building Permit Fees	\$ 2,843.00
Video Gaming Licenses	\$ -
Other License Fees	\$ 135.00
Rents Received	\$ 1,500.00
Donations	\$ 10,000.00
Miscellaneous Revenue	
Motor Fuel Tax	\$ 19,844.57
Utility Billing Accounts Recieveabl	\$ 171,232.60
TOTAL	\$ 381,672.82



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<https://www.poplargo-ill.gov/>

COLLECTORS REPORT
Month: February 2026

Tasks & Activities

- All weekly reporting has been completed and filed.
- Daily Cash Deposits reviewed.
- Monthly Petty Cash Reconciliation completed.
- Accounts Payable invoices reviewed, entered, and processed accordingly.
- Petty Cash and Cash Drawer Policy created and Brought to the Board

Reporting

Provided a weekly and monthly breakdown of cash receipts.

Signed: _____

Date: _____



To: The Village President and Board of Trustees
From: Chris Dopkins, P.E., Village Engineer
Re: Engineering Report – February 2026 Activity
Date: March 18, 2026

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

- **Sludge Land Application Permits:** Permit applications have been sent to IEPA for their review. We are hopeful that IEPA will respond in late March or early April.
- **Capital Improvements (CIP) Planning:** Staff in in the process of developing short-term and long-term CIP. This effort will go hand-in-hand with the GIS program.
- **Surf Internet:** Surf has provided a total of eighteen plans to date (there will be a total of 41), and all have been reviewed. Many of the plan sets have been reviewed multiple times, either changes were not made, or new issues arose as changes were made. Surf has made significant formatting changes that should help expedite future reviews, and as of today's date, we have recommended approval of nine of the plan sets. Review of the plans has taken a significant amount of staff time and it should be noted that engineering expenses incurred by the Village will be offset by permitting fees. Staff has also conducted a pre-construction meeting with Surf, and we expect construction to begin in late April.
- **Frontier Fiber Optic:** Frontier has submitted a total of fourteen plan sets for review. Similar to Surf, there have been significant issues with the plans which have resulted in the plans being reviewed multiple times (some sets have been reviewed as many as seven times), and again engineering expense will be offset via permitting fees. Staff also conducted a pre-construction meeting w/ Frontier, and we reasonably expect Frontier to begin construction in late April, assuming the necessary changes are made in the plans.
- **2025 Pavement Maintenance Program:** The contractor has agreed to final quantities and the final pay application and closeout documentation is currently being processed.
- **Bel Air North Subdivision:** No activity in February.
- **Geographical Information System (GIS):** A kickoff meeting was held in late February, and the Village has activated its online account through Esri. Staff is currently assembling documents (plan sets, older water/sewer maps/agreements) that will be uploaded in the GIS databases.
- **South Wastewater Treatment Plant:** Staff is currently in the process of reviewing past agreements to determine if any action is needed on the Village's behalf as a result of the permitted capacity reduction. The documents are voluminous which is the reason behind the lengthy review time.



Village of Poplar Grove – Board Meeting Memo

UPDATE: March 25, 2026

January 23, 2026

****Subject:****

Driveway Located on PIN 03-24-276-011

1. Background:

As I understand there used to be a building located on PIN 03-24-276-011 when it was removed Veteran's Park was created. The driveway/alleyway between the buildings was never removed.

According to the current owner of 105 N. State Street, he approached the Village looking to acquire permits to repair the driveway, as it was causing leaking into the basement to discover the driveway was not apart of his building and it owned by the Village.

Mr. Barajas has been maintaining the driveway to mitigate the water issue. His tenants use this driveway for building parking.

2. Current Status:

Recently, we discussed the driveway and issues pertaining to parking. Mr. Barajas has purchased a small parcel of land to the north of 105 N. Sate with the intention of adding additional paved parking spaces. He has interest in purchasing the existing driveway area from the Village.

UPDATE: Title Policy Search was conducted on our parcel containing the driveway and yielded no results. A records search was conducted on property 105 N State Street looking for any documentation indicating the driveway had been deeded to the building. No such records were found.

3. Fiscal Impact:

Fiscal impact will include any legal counsel services, office time. Other fiscal impact will be dependent upon sale price, if the board chooses to proceed.

4. Legal Review (if applicable):

Legal Counsel was engaged during the discovery of this issue for an understanding of the process that would have to occur, such the board wishes to sell this section of land.

5. Recommendation:

Recommendation is to sell this section to building owner for use.

Other considerations may include, the long-term maintenance costs of this driveway or the costs for the removal and grading. The impact removal may have on the existing building owner. The impact the driveway has to the current park use.

6. Supporting Documents (if applicable):

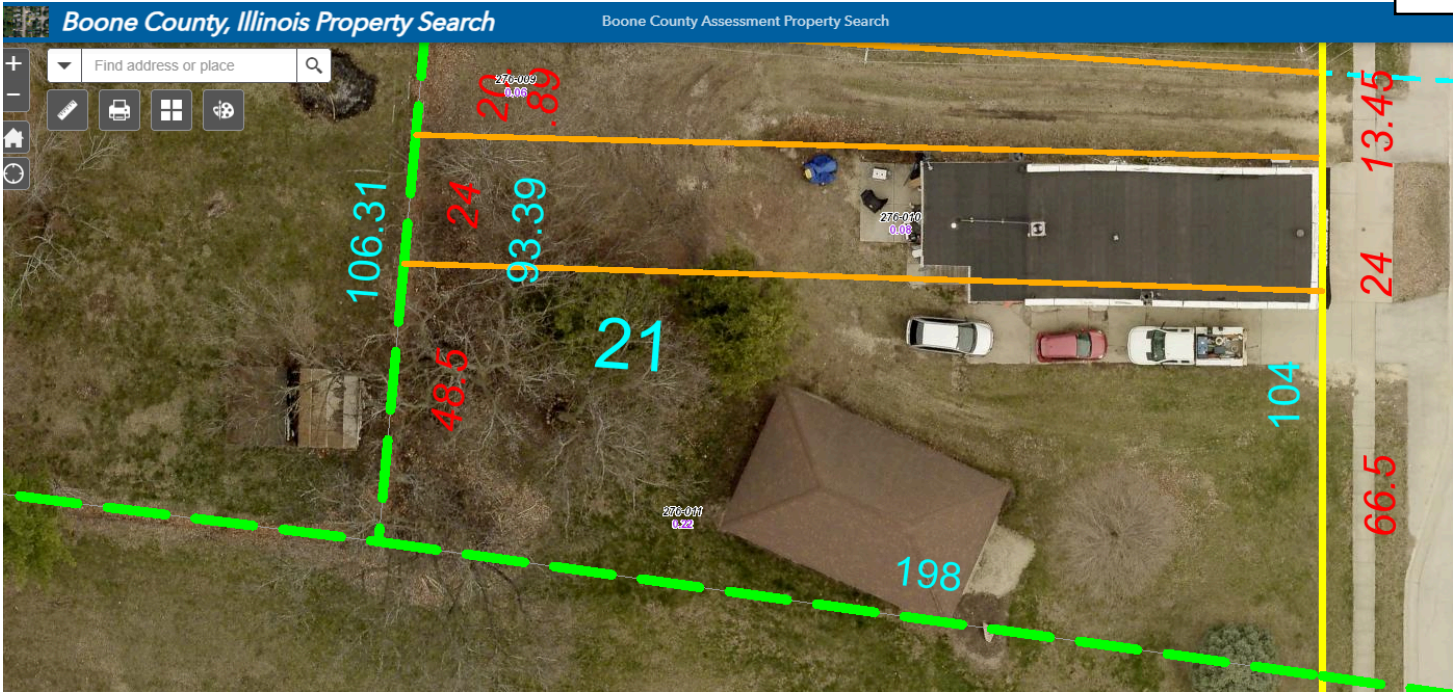
Attached – A GIS Map of the property.

Not Applicable

****Signature:****

Kristi Richardson

Village President



VILLAGE OF POPLAR GROVE
REQUEST FOR PROPOSALS (RFP)

Abandoned Vehicle Towing Services



DUE DATE: _____, 2026 at 10:00 a.m.

Submission Deadline:

MONTH 2026

10:00 a.m.

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

REQUEST FOR PROPOSAL

REMOVAL & STORAGE OF ABANDONED VEHICLES

The Village of Poplar Grove is seeking qualified tow operators to provide towing and disposal services of abandoned and/or inoperable vehicles including vehicles improperly parked during periods of snow emergency in the Village of Poplar Grove.

The Village of Poplar Grove intends to award a contract to a tow operator or operators that meet our qualification criteria to provide towing and disposal services of abandoned and/or inoperative vehicles, or parts thereof. The successful tow operator or operators will be required to enter into a contract with the Village for the services requested in this Request For Proposal (RFP) within a reasonable time after award. Tow operator(s) submitting a proposal must be prepared to utilize the Village’s standard contract form. A model contract is attached as Exhibit “A” to this RFP. The Village intends to award a contract substantially in the form of the model contract to the selected tow operator or operators.

SCOPE OF SERVICES

1. PREMISES: CAPACITY & SECURITY

- a) The Contractor’s principal office of business must be located no more than five (5) miles beyond the corporate limits of the Village of Poplar Grove.
- b) The Contractor’s storage site and point of reclamation of vehicles towed must be located no more than five (5) miles beyond the corporate limits of the Village of Poplar Grove.
- c) The Contractor’s storage site for vehicles towed under this contract shall comply with all Village zoning regulations, if applicable, or Village zoning regulations, if applicable, and including, but not limited to regulations for outdoor storage and industrial-zoned districts.
- d) The Contractor shall, for the duration of the contract, maintain the land as set forth in the contract’s proposal for the proper storage of towed vehicles and in accordance with any ordinances and laws.
- e) The Contractor must have the capacity to store a minimum of 50 vehicles on the premises.
- f) Inspections may be performed by the Village to ascertain that recordkeeping, facilities, and equipment are in accordance with the requirements and intentions of the specifications. Upon request by the Village, tow operator(s) shall allow inspections during normal business hours.

- g) The Contractor shall provide full and complete security on the premises at all times by the employment of adequate personnel or procedures to ensure security twenty-four (24) hours a day, seven (7) days a week, hereunder for the prevention of theft and vandalism.
- h) Access to the premises shall be limited by means of fencing, acceptable to the Village. Fences should be in compliance with Village and/or Village Ordinances. All entrances and fences should have locks.

2. EQUIPMENT

- a) The Contractor shall, at all times hereunder, have at least two (2) drivers and two (2) available operable vehicles capable of towing all passenger automobiles and small trucks and vans up to 16,000 lbs. GVW.
- b) The Contractor shall, at all times hereunder, have at least one (1) Class B – medium duty truck with a gross vehicle weight rating of at least 26,000 lbs.
- c) The Contractor shall, at all times hereunder, have at least one (1) Class C - heavy duty truck with a gross vehicle weight rating of at least 48,000 lbs.
- d) The Contractor shall, at all times hereunder, have at least one (1) Class D - super heavy duty truck with a gross vehicle weight rating of at least 52,000 lbs.
- e) The Contractor shall, at all times hereunder, have at least four (2) flatbed trucks with 10,000 lb. capacity.
- f) The Contractor shall, at all times hereunder, operate, maintain and make available adequate equipment to tow with a dolly.
- g) All vehicles used by the Contractor shall comply with the Illinois Vehicle Code, Chapter 625 ILCS 5/4-203, as amended, to properly remove vehicles from the scene of an abandonment in a professional manner and within a reasonable time span, considering time of day, day of week, and traffic and weather conditions.
- h) The complete name and address of the company painted on both sides of the truck in letters not less than two (2) inches in height and the width of the brush stroke one-half inch. Magnetic signs are prohibited.
- i) Proper equipment on the truck and any other equipment required by law.
- j) Proof of insurance. Insurance will be required if the contract is awarded to the contractor.
- k) All towing equipment operated by the towing firm must display current valid Illinois registration as required by the ILCS, Chapter 625, Section 5/3-413, 5/3-707, and 5/5-202.

- l) The towing firm's equipment must be capable of towing vehicles in a safe manner. No vehicles will be towed with a rope, cable or chain. This does not prohibit winching a vehicle from a ditch or other unusual circumstances.
- m) The towing firm must have the necessary equipment to "float" automobiles.
- n) All trucks will be equipped with either a cellular telephone or a two-way radio on a commercial frequency for the sole purpose of communicating with the towing company's base station and will be appropriately licensed by the FCC.
- o) Adequate storage and security against pilferage and damage of vehicle and items in vehicle must be provided by the towing firm.
- p) Storage must be convenient to those seeking to retrieve their vehicle. No additional charge will be assessed to vehicle owners for vehicle release or for moving vehicles to a convenient location on the Contractor's property for release.
- q) All trucks will be equipped with items necessary to allow for cleaning debris from accident scenes.

3. TOWING & STORAGE

- a) The Contractor shall provide a detailed list of charges for the towing and storage of all vehicles. There shall be no charge for up to two (2) towed vehicles subsequently held by the Village for other official purposes.

4. PERFORMANCE

- a) The Contractor shall remove all vehicles to its premises as directed by the Village. The Contractor shall safely store such vehicles, at no charge to the Village, until the Village obtains necessary documentation so as to allow the Contractor to sell or otherwise dispose of the vehicles.
- b) The Contractor shall maintain and provide sufficient equipment, personnel, and services for 24 hours, 365 days a year for Village of Poplar Grove operations. The service level of requirement is a 30-minute response time, under normal road and traffic conditions.

- c) The Contractor shall, upon request by the Village, operate both vehicles outlined in (2)(a) during emergency snow removal operations on a twenty-four (24) hour basis until the snow removal operation is complete.
- d) The Contractor shall not remove any parts, nor sell, nor wreck, nor dispose of any vehicle until the Village has given written direction to the Contractor.
- e) The Contractor shall, without any additional charge, remove all glass and debris deposited on street located at the tow site; no clean-up fees.
- f) The Contractor shall submit an annual report to the Village detailing services delivered during the 12-month period.
- g) The Contractor shall prepare, process, execute, and send all paperwork necessary in accordance with State laws for the towed vehicles, including abandoned/junked vehicles, under supervision of the Public Works Department.
- h) The towing firm agrees to maintain communication with the Public Works Department. The trucks will have two-way mobile communication devices installed or drivers will have cellular phones provided by the towing firm. Telephone numbers will be provided to the Public Works Department for continuous contact.
- i) Upon receiving a call for service, an appropriate vehicle must be dispatched. Handling of other business is prohibited while en route to a Village service call.
- j) When contacted for a call for service, the firm must provide the Public Works Department with a reasonable estimated time of arrival, considering the time of day, day of week, traffic, weather, and driving conditions.
- k) The firm must maintain a separate log of all personal property that they temporarily remove from towed vehicles for safekeeping. This information may be subject to periodic review by the Village. The security of any removed item(s) must be provided for by the towing firm.
- l) Firms will release personal property that is not subject to a lien under the Illinois Vehicle Code to the legal owner prior to payment of any accrued charges, provided the property is contained within the vehicle and is not part of the vehicle itself. The release of personal property will only be allowed with prior approval of the Village.
- m) No vehicle will be released to anyone unless he or she can prove legal ownership and the vehicle is eligible for release according to the Vehicle Tow and Inventory Control Report.

- n) The applicant towing firm will provide the name, address, date of birth and driver's license number of each principal, and each employee of the firm who will be involved in the towing operation as operators of either trucks or storage facilities.
- o) All drivers, whether they are driving for the contractor or a sub for the contractor have to have a fingerprint check, paid for by the vendor, along with a valid Driver's License. This documentation must be submitted to Village prior to a driver participating as part of this contract. It is the responsibility of the contractor to ensure that this requirement is met. Driver's without a valid driver's license cannot be a part of this contract. Additionally, the Village of Poplar Grove has the ability to deny the use of certain drivers' because of the results of their background check.
- p) Principals and employees of the firm may be subjected to a background investigation by the Village prior to the firm being approved for participation in the program. Information regarding all NEW principals and employees of the firm that occur during the course of this contract must be provided to the Village at the time of the person's hire or at the time a new principal becomes part of the company.

5. RELEASE AND PAYMENT FOR TOWED AND STORED VEHICLES

- a) Vehicles towed and stored pursuant to this contract shall be released by the contractor upon presentation by the person legally entitled to such vehicle of a proper written release from the Village.
- b) The Contractor shall charge the person legally entitled to the vehicle an amount not to exceed the rates set forth in the proposal for any towing or storage done under this agreement. Tows with dolly or during emergency snow removal situations shall be charged at the same rate as all other tows. *In no event shall the Village be responsible for any payment to the Contractor.*
- c) Vehicles will not be released until the vehicle owner has paid the administrative fee (if any) directly to the Village of Poplar Grove and the towing and storage fees directly to the Tow Company.
- d) Fees due to the Contractor shall be added to the price bid at any authorized public auction for any vehicle towed or stored under this agreement. Proceeds from such authorized public sale, less such fees shall be immediately paid to the Village.

6. RECLAMATION HOURS

The Contractor shall have personnel at the storage site between 8 a.m. and 5 p.m. Monday through Friday for purpose of permitting any person whose vehicle has been towed to the storage site under this contract to reclaim that vehicle; or provide a means by which any person whose vehicle has been towed to the storage site under this contract may reclaim that vehicle within one (1) hour of that person’s arrival at the storage site during regular business hours. The firm’s regular business hours will be posted conspicuously in its business office, on the firm’s website and listed on the voice mail message on the general phone line for the company.

7. TERM OF CONTRACT

This contract shall be in full force and effect beginning _____ and ending on _____ unless terminated by the Village pursuant to Section 21 hereof. However, the terms herein shall be applicable to all Village-towed vehicles in the Contractor’s possession after , pursuant to this contract, and Contractor’s Performance Security shall remain at the Village’s disposal until no such vehicles are in the Contractor’s possession.

8. CHOICE OF LAW AND VENUE

This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Boone County, Seventeenth Judicial Circuit, State of Illinois. Any mandatory arbitration (binding or otherwise) or mediation clause in the Master Agreement is hereby stricken.

9. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state and local laws and regulations, including those which become effective during the term of this contract.

10. FORCE MAJEURE

Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a “force majeure event”). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party’s inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

11. INDEPENDENT CONTRACTOR RELATIONSHIP

It is understood and agreed that Contractor is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with the Village of Poplar Grove. Contractor understands and agrees that Contractor is solely responsible for paying all wages, benefits and any other compensation due and owing to Contractor's officers, employees, and agents for the performance of services set forth in the Agreement. Contractor further understands and agrees that Contractor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Contractor's officers, employees and/or agents who perform services as set forth in the Agreement. Contractor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents and agrees that the Village of Poplar Grove is not responsible for providing any insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents under this Agreement. Contractor hereby agrees to defend, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the Village, its board members, officials, employees, insurers, and agents for any alleged injuries that Contractor its officers, employees and/or agents may sustain while performing services under the Master Agreement.

Nothing contained in this Agreement, nor any act of the Village or Contractor pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Village of Poplar Grove and Contractor.

12. INSURANCE

Towing firms are responsible for keeping up to date insurance information on file with the Village of Poplar Grove. Certificates of Insurance and endorsements to policies naming the Village as additional insured shall be updated prior to expiration of previous documents on file. The Village reserves the right to withhold payments to towing firms in the event of material non-compliance with the insurance requirements outlined below.

At the Contractor's expense, the Contractor shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits. The Contractor shall furnish Certificates of Insurance to the Village before commencing performance or within ten (10) days after the execution of the contract, which ever date is reached first. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A VI, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance as "Should any of the above described policies be canceled before the expiration date, the issuing company will mail 15 days written notice to the certificate holder named to the left". If requested, the Contractor will give the Village a copy of the insurance policies. The policies must be delivered to the Village within two weeks of the request.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law.

(a) Comprehensive General Liability:

- i. Coverage to include Premise/Operations, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

General Aggregate	\$2,000,000.00
Products/Completed Aggregate	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Personal Injury	\$1,000,000.00
- iii. Exclusions relating to the Explosion, Collapse and Underground hazards shall be deleted.
- iv. Coverage is to be written on an "occurrence" basis.
- v. Products/Completed Operations coverage is to remain in force for a period of two (2) years after the completion of the project.
- vi. Cover all claims arising out of the Contractor's operations or premises, Subcontractor's operations or premises, anyone directly or indirectly employed by the Contractor or Subcontractor, and the Contractor's obligations under indemnifications under this Contract.

(b) Owners & Contractors Protection:

- i. Bodily Injury:

Annual Aggregate	\$1,000,000.00
Each Occurrence	\$1,000,000.00
- ii. Property Damage:

Annual Aggregate	\$1,000,000.00
Each Occurrence	\$1,000,000.00

(c) Workers Compensation:

Shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide Workers Compensation Insurance. In case employees engaged

in hazardous work under this contract at the site of the project are not protected under Workers Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

- (d) Comprehensive Automobile Liability:
 - i. Coverage to include all Owned, Hired, Non-owned vehicles, and/or trailers and other equipment required to be licensed.
 - ii. Limits:

Combined Single Limit	\$1,000,000.00
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- (e) Umbrella:
 - i. Limits:

Aggregate	\$1,000,000.00
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 - ii. Cover all claims arising out of the Contractor's operations or premises, Subcontractor's operations or premises, anyone directly or indirectly employed by the Contractor or Subcontractor, and the Contractor's obligations under indemnifications under this Contract.

- (f) The Village of Poplar Grove and its officers and employees are to be named as additional insured on a primary and non-contributory basis. Additionally, please provide an endorsement from your insurance carrier confirming the Village of Poplar Grove insured, including the provision of legal representation in the defense of claims asserted against the Village of Poplar Grove.

- (g) The Contractor understands and agrees that any bond or insurance required by this contract or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

13. INDEMNIFICATION

The Contractor shall defend and indemnify the Village, its officers, employees, and its agents from any and all claims, suits, actions, costs, and fees of every nature or description arising from, growing out of, or connected with the performance of this Contract, or because of any act or omission, neglect, or misconduct of the Contractor, its employees and agents, or its subcontractor(s). Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the Village, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions, or suits brought against them. The Contractor shall be liable for the costs, fees, and expense incurred in the defense of any such claims, actions, or suits.

14. CERCLA INDEMNIFICATION

The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.

15. SALVAGE FEE

After attempting to notify the titled owner as per the State of Illinois Statute 625 ILCS 5/4 208-209 to reclaim a towed vehicle, the Village of Poplar Grove shall designate such vehicles as salvage, and subject to destruction by the Contractor. A Salvage Fee in any amount deemed reasonable and so proposed, shall be paid to the Village by the Contractor, upon receipt of invoice.

16. CONTRACTOR AWARD

The Village of Poplar Grove reserves the right to assign an award to one or more Contractors, as it may deemed in the best interest of the Village.

17. REPORTS

A sample report that will be provided to the Village of Poplar Grove must accompany this proposal. Please note how often these reports will be provided to the Village and how they will be reported (hard copy or electronic).

The records provided should list the color, year of manufacture, manufacturer's trade name, manufacturer's series name, body style, vehicle identification number, license plate year and number, registration sticker year and number displayed on the vehicle, the date and hour of the towing, location towed from, location towed to, reason for towing, and the name of the Village officer authorizing the tow.

If the contractor offers additional services, like Online Vehicle Lookup – This is a service that allows citizens to lookup their vehicle location, charges associated with the vehicles, and instructions on how to redeem. Please note that information in the proposal package also.

18. SELECTION PROCESS

The selection committee shall include the Village President with consultation by the Public Works Director. The criteria for selecting the contractor recommended for selection by the President and Village Board of Trustees is provided below:

- a) Reputation and Experience. Does the contractor have a reputation of being reliable, delivering on schedule, and performing tasks to the satisfaction of its clients? Does the contractor have sufficient experience in the kind of work required?
- b) Capability and Availability of Staff. Does the designated firm have the qualified and experienced staff needed to perform this job?
- c) Understanding of the Problem. Does the firm understand the issues and has it developed a relevant and effective approach?
- d) Proximity of the Firm. The Village reserves the right to accept a proposal based on the location of the firm's principal offices and vehicle storage and reclamation location. This includes the right to reject an economically superior proposal in favor of a proposal submitted by a company located within or nearer to the Village of Poplar Grove.
- e) Financial Stability of the Firm. Does the firm have financial strength and stability?
- f) Cost. Is the cost reasonable for the proposed task, and is the cost within the budget for this project?

Selection will consist of two levels of review. Level I will consist of evaluating the proposals for the purpose of establishing the most qualified contractors. Level II will be used to select the finalist(s).

This level may include a request for a presentation from the finalists, proposal fact-finding and negotiation of contract terms and conditions.

19. INTENT OF THE RFP DOCUMENTS

The RFP Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the RFP Documents is to include in the contract price the cost of all materials, equipment, bonds, transportation, labor and all other expenses as may be necessary for the complete performance of the contract according to the RFP Documents.

In interpreting the RFP Documents, words describing materials or words which have a well-known technical or trade meaning, unless otherwise specifically defined in the RFP Documents, shall be construed in accordance with such well known meaning recognized by the trade.

20. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications as to any detail or apparent omission from it as a detailed description concerning any point shall be interpreted as meaning that only the best commercial material or practice shall prevail.

21. NO USE OF THE VILLAGE’S NAME

The Contractor is specifically denied the right of using in any form or medium the name of the Village of Poplar Grove for public advertising unless express written permission is granted by the Village.

22. DEFAULT

The Contract, in whole or in part, may be terminated by the Village by sending written notice of default to the Contractor upon non-performance or violation of any contract term. The defaulting contractor shall pay to the Village the costs of substituted performance in excess of the defaulted contract prices; provided, that the Contractor shall continue the performance of his contract to the extent not terminated under the provisions of this clause. The Contractor shall be given seven (7) days written notice prior to such termination.

23. SUBMITTAL INFORMATION AND VILLAGE CONTACT PERSON:

Submit one signed, unbound original proposal and four (4) complete copies of the submittal by 10:00 a.m. on _____, 2026 in a sealed envelope to:

Village of Poplar Grove
200 Hill Street
Poplar Grove, Illinois 61065
Tel: (815) 765-3201
Fax: (815) 765-3571

Sealed proposals are to be marked clearly on the outside of the package with the RFP number, name of project, date and time of the RFP opening, name, address and phone number of the proposing firm and acknowledgement of all addenda if any.

Please note: Attachment A is an example of a Professional Services Agreement that will be executed between the contractor and the Village of Poplar Grove upon award of the contract. This does not need to be part of the proposal as this is an example. Attachment B are the Affidavits that MUST be filled out and sent in with the proposal.

The below named individual will serve as the Village’s contact person for this project in regards to the specific questions about the contract, RFP, award or other details. Do not contact other Village personnel regarding this project or the selection procedures. All inquiries are to be made in writing via email only within 5 days of the Proposal Submittal date and time. Therefore, no questions will be accepted after _____, 2026 at 4:30 p.m.

**CONTACT
INFORMATION**

Questions will be answered in the form of an addendum and posted on the Village’s website no later than _____, 2026 at 4:30 p.m.

24. FREEDOM OF INFORMATION ACT

Contractor agrees to furnish all documentation related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) (“FOIA”) request within two (2) days after Village issues notice of such request to Contractor. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney’s and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor’s, actual or alleged violation of the FOIA or Contractor’s failure to furnish all documentation related to a request within two (2) days after Village issues notice of a request.

Furthermore, should Contractor request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor’s request to utilize a lawful exemption to the Village.

25. VILLAGE NOTICES

All proposing firms responding to this RFP should note the following:

- a) All work performed for Village of Poplar Grove, including all documents associated with the project, shall become the exclusive property of the Village.
- b) Village of Poplar Grove reserves the right to:
 - i. Reject any or all submittals;
 - ii. Request clarification of any submitted information;
 - iii. Waive any informalities or irregularities in any qualification statement;
 - iv. Not enter into any agreement;
 - v. Not to select any firm;
 - vi. Cancel this process at any time;
 - vii. Amend this process at any time;
 - viii. Interview firms prior to award;
 - ix. Negotiate with companies submitting proposals;
 - x. To award more than one contract if it is in the best interest of the Village;
 - xi. To issue similar RFPs in the future; or
 - xii. To request additional information during the interview.
- c) The selected firm(s) are expected to perform and complete the project in its entirety.

- d) Any and all costs arising from this RFP process incurred by any proposing firm shall be borne by the firm without reimbursement by Village of Poplar Grove.

Mandatory Content and Sequence of Submittal

Please respond to the questions below. Include attachments as necessary, and label them as directed to facilitate Village’s review of your proposal.

1. **Ownership Information:**

Name of Legal Owners(s)

Structure of Business: Sole Proprietorship Corporation

Other _____

Legal Name of Business:

Tow operator(s)’s Federal Tax ID No.:

How long have legal owner(s) owned business: _____ Years _____ Months

Do owners participate in the day-to-day running of the business Yes No

If No, Please explain level of involvement

2. **Contact Information** for person authorized to make representations for the tow operator(s), and sign any subsequent contract on behalf of the tow operator(s). If there is more than one person, please include that information in an attachment labeled “Contact Information.”

Name: _____

Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

- 3. **Subcontractors:** Do your tow operator(s) use subcontractors? Yes No
If yes, please supply as an attachment, a list of subcontractors with their business names, addresses, phone numbers and contact persons. Label attachment "Subcontractors."

- 4. **Financial Interest:** Is this towing operator directly involved in the towing-related business of any other operator within the Village of Poplar Grove? Yes No
If yes, please explain:

Is this towing business directly involved in any recycling/salvage scrap-metal business?

Yes No

If yes, please explain:

Disposal of Vehicles: Do you receive payment for scrapping vehicles?
 Yes No

Please disclose in an attachment labeled, "Disposal of Vehicles", the name and addresses of businesses you have utilized in the past 24 months to dispose of junked vehicles. NOTE: On-site inspection of the facilities listed may be performed by the Village.

5. **Tow Operator Business Office Information:**

Company Name: _____

Street Address: _____

Mailing Address: _____

Telephone No (1): _____

Telephone No. (2): _____

Fax Number: _____

Email Address: _____

Business Office Days/Hours of operation: _____

If the office is closed for lunch, please indicate that time: _____

(Shall not be less than 8-5, Monday through Friday, except for the following holidays: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving and the day following, and Christmas Day)

6. **Primary Storage Facility Information:** (Normally at the same location as the business address. If not at the same location, there shall be no charge for any additional distance traveled to and from a secondary location. The vehicle and/or personal property shall be released at the primary storage facility or place of business upon request of the registered owner or a person having a legal entitlement to the vehicle and/or property.)

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone No: _____

Fax Number: _____

Vehicle Capacity: _____

Zoning: _____

Hours of Operation: _____

Check if the use of the property as a storage facility is permitted by zoning and/or permit
Use additional paper if necessary, attach and label it "Storage Facility Permitted".

Please explain:

Is this facility owned or on a month-to-month rental or leased. If leased, when does the lease expire? _____.

Do other tow companies utilize this space? Yes No

Secondary Storage Facility Information

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone No: _____

Fax Number: _____

Vehicle Capacity: _____

Zoning: _____

Hours of Operation: _____

Check if the use of the property as a storage facility is permitted by zoning and/or Use additional paper if necessary, attach and label it "Storage Facility Permitted".

Please explain:

Is this facility owned or on a month-to-month rental or leased. If leased, when does the lease expire? _____.

- 7. ***Tow Truck Drivers:*** All drivers shall be at least 18 years of age and shall possess the proper class license and endorsements for operating a towing vehicle and towing vehicles. Please attach additional sheet with information if you have additional employees who you propose to work under this contract, label it "Tow Truck Drivers".

List the following information regarding the Principal(s) and Employees involved in towing and storage of abandoned vehicles. All information is to be PRINTED LEGIBLY.

Principal Name: _____
Address: _____
Date of Birth: _____
Illinois Driver's License #: _____

Employee Name: _____
Address: _____
Date of Birth: _____
Illinois Driver's License #: _____

Employee Name: _____
Address: _____
Date of Birth: _____
Illinois Driver's License #: _____

Employee Name: _____
Address: _____
Date of Birth: _____
Illinois Driver's License #: _____

Employee Name: _____
Address: _____
Date of Birth: _____
Illinois Driver's License #: _____

Employee Name: _____
Address: _____
Date of Birth: _____
Illinois Driver's License #: _____

Employee Name: _____
Address: _____
Date of Birth: _____
Illinois Driver's License #: _____

ALL INFORMATION MUST BE PRINTED LEGIBLY

I do hereby certify that all of the information above is correct.

_____ AUTHORIZED SIGNER

_____ COMPANY NAME

_____ DATE

(if you have more information, please attach an additional sheet and label it "Tow Truck Driver")

- 8. **Annual Random Drug Testing Program:** Please attach information, and label it “Annual Random Drug Testing Program”, on how this program is conducted, including procedures followed when test come back positive.
- 9. **Tow Trucks:** Tow operator(s) shall maintain a sufficient number of tow trucks to conduct business and meet response times. Sufficient numbers of tow trucks shall be required by the Village of Poplar Grove based on tow operator(s) volume of business they are bidding on.

Please provide the following information relative to tow trucks. If you have more equipment than can be listed here, please list additional vehicles on an attachment labeled, “Tow Truck Classifications”.

Quantity	Year	Mileage	Class				Carrier	Capacity in Number of Vehicles
			<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C	<input type="checkbox"/> D		
			<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C	<input type="checkbox"/> D		
			<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C	<input type="checkbox"/> D		
			<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C	<input type="checkbox"/> D		
			<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C	<input type="checkbox"/> D		
			<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C	<input type="checkbox"/> D		
			<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C	<input type="checkbox"/> D		

- 10. **Current Rates:** Please provide your rates below. Include and itemize any other rates your company proposes to charge and attach that information to the proposal also. If there are no additional rates, then the ones below will be all that is able to be charged during the duration of the contract. Please provide this information on an attachment labeled “Rates” along with any other additional rates that your company proposes to charge, if any. See “Rates” sheet below.

Service	Charge

VILLAGE OF
POPLAR
GROVE
TOWING RATES

RFP NO.

The undersigned agrees to furnish Towing & Storage service in accordance with the Specifications & Conditions as outlined in this RFP for the cost of _____ per towed vehicle and Storage cost of _____ per day.

The undersigned agrees to furnish Towing & Storage service for all vehicles over eight (8) tons in accordance with the Specifications & Conditions as outlined in this Contract for the cost of _____ per towed vehicle and Storage cost of _____) per day.

The undersigned agrees to pay a Salvage Fee of _____, for each Towed and Stored vehicle later designated by the Village, as salvage.

The undersigned agrees to pay proceeds from any authorized public auction, less Contractor fees, to the Village of Poplar Grove.

This Contract, for Towing and Storage of Abandoned Vehicles, will be effective from _____ through _____.

The undersigned acknowledges receipt of Addenda Nos. _____

FIRM NAME: _____

ADDRESS: _____

CITY: _____ ST: _____ ZIP: _____

TELEPHONE NO: _____ FAX: _____

AUTHORIZED REPRESENTATIVE _____ (printed)

SIGNATURE: _____

DATE: _____ TITLE: _____

E-MAIL ADDRESS: _____

Proposed Rates: Prices and cash discounts are to be firm. However, in the case of an announced price decrease, such decrease shall be passed on to the Village. In the event of a price decline or if the Contractor contracts with another government entity for the same service at lower prices than offered herein, with terms and conditions being equal, then Contractor shall immediately extend those same lower prices to the Village.

Response Time: Please indicate your maximum response time for towing of abandoned vehicles after receiving a call from the Village.

Tow Maximum Response Times: _____(approximately)

The Village reserves the right to make multiple awards and/or purchase subject services on the open market if necessary, to provide for timely removal of vehicles in the event that any awarded Contractor(s) fails to perform within the required time. The Village reserves the right to authorize a time extension to Contractor(s) for vehicle removal and disposal services.

Disciplinary Action: Please disclose any disciplinary actions taken against the tow operator(s) by any entities in the last twelve months.

For any violation, please provide a detailed explanation of the violation(s) length of suspension/termination, and corrective action taken to resolve cause of violation. Please label the attachment as “Disciplinary Action.”

Contractor Capabilities: Please attach on separate sheets titled “Contractor Capabilities”, information describing the Background and Experience of the tow operator including company background and structure, and demonstrated experience providing similar services. Be sure to include the number of similar municipalities has your company serviced over the last five (5) years. Additionally, include a separate customer list, including contact name, telephone number and email address, of municipalities (similar in size and application) serviced by your office.

Attachment A: Agreement for Professional Services

(For bidder reference, this is the sample professional services agreement that the Village of Poplar Grove uses for agreements of this nature.)

THIS AGREEMENT, MADE AS OF THIS ___ day of _____ by and between the Village of Poplar Grove, Illinois, an Illinois Municipal Corporation, (hereinafter called the "Village") and _____ (hereinafter called the "Contractor"), is an AGREEMENT for the _____

NOW, THEREFORE, the Village and the Contractor in consideration of the mutual covenants hereinafter set forth agree as follows:

SECTION 1 - SERVICES OF THE CONTRACTOR

- 1.1 The Contractor agrees to perform professional services in connection with the Project as hereinafter stated.
- 1.2 The contractor will serve as the Village’s professional representative in those phases of the Project to which this Agreement applies and will give consultation to the Village during the performance of his services.
- 1.3 The Project scope of work is defined in the above RFP.
- 1.4 The Contractor will agree to use the best professional judgment in the course of the work. Deviations from RFP and other standards shall be called to the attention of the Village’s representative.

SECTION 2 - THE VILLAGE’S RESPONSIBILITIES

The Village will:

- 2.1 Provide full information as to the requirements for the Project.
- 2.2 Designate in writing a person to act as the Village’s representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define the Village’s policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.
- 2.3 Guarantee access to and make all provisions for the Contractor to enter upon public lands as required for the Contractor to perform his work under this Agreement.
- 2.4 Examine all studies, reports and other documents presented by the Contractor and shall render decisions pertaining thereto so as not to delay the work of the Contractor.
- 2.5 Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

SECTION 3 – INSURANCE

10.1 Insurance Requirements

At the Contractor's expense, the Contractor shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits. The Contractor shall furnish Certificates of Insurance to the Village before commencing performance or within ten (10) days after the execution of the contract, whichever date is reached first. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A VI, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance as "Should any of the above described policies be canceled before the expiration date, the issuing company will mail 15 days written notice to the certificate holder named to the left". If requested, the Contractor will give the Village a copy of the insurance policies. The policies must be delivered to the Village within two weeks of the request.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law.

(a) Comprehensive General Liability:

- i. Coverage to include Premise/Operations, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

General Aggregate	\$2,000,000.00
Products/Completed Aggregate	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Personal Injury	\$1,000,000.00
- iii. Exclusions relating to the Explosion, Collapse and Underground hazards shall be deleted.
- iii. Coverage is to be written on an "occurrence" basis.
- iv. Products/Completed Operations coverage is to remain in force for a period of two (2) years after the completion of the project.

v. Cover all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor, and the Contractor's obligations under indemnifications under this Contract.

(b) Owners & Contractors Protection:

i.	Bodily Injury:	
	Annual Aggregate	\$1,000,000.00
	Each Occurrence	\$1,000,000.00

ii.	Property Damage:	
	Annual Aggregate	\$1,000,000.00
	Each Occurrence	\$1,000,000.00

(c) Workers Compensation:

Shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees at the site of the project. In case employees engaged in hazardous work under this contract at the site of the project are not protected under Workers Compensation statute, the Contractor shall provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(d) Comprehensive Automobile Liability:

i. Coverage to include all Owned, Hired, Non-owned vehicles, and/or trailers and other equipment required to be licensed.

ii.	Limits:	
	Combined Single Limit	\$1,000,000.00

(e) Umbrella:

i.	Limits:	
	Aggregate	\$1,000,000.00

v. Cover all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor, and the Contractor's obligations under indemnifications under this Contract.

vi. The Contractor understands and agrees that any bond or insurance required by this contract or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

3.2 INDEMNIFICATION:

The Contractor shall defend and indemnify the Village, its officers, employees, and its agents from any and all claims, suits, actions, costs, and fees of every nature or description arising from, growing out of, or connected with the performance of this Contract, or because of any act or omission, neglect, or misconduct of the Contractor, its employees and agents. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the Village, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions, or suits brought against them. The Contractor shall be liable for the costs, fees, and expense incurred in the defense of any such claims, actions, or suits.

3.3 CERCLA INDEMNIFICATION:

The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.

SECTION 4 - SUCCESSORS AND ASSIGNS

The Village and the Contractor each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the Village nor the Contractor shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Village and the Contractor.

SECTION 5 - TIME OF COMPLETION

The Contractor shall commence work within 14 calendar days of receipt of the signed proposal from the Village of Poplar Grove.

SECTION 6 – NONDISCRIMINATION

In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or be subjected to discrimination in receipt of the benefit of any services of activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension, in whole or in part, of the agreement by the Village.

SECTION 7 - MODIFICATION OR AMENDMENT

This Agreement constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties. The Contractor agree that no representations or warranties shall be binding upon the Village unless expressed in writing herein or in a duly executed amendment hereof, or Change Order as herein provided.

SECTION 8 – RECORDS: AVAILABILITY AND RETENTION

The Contractor agrees that the Village, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.

SECTION 9 – MERGER AND MODIFICATION

- 9.1 It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are presumed to be incorporated or attached and are deemed to be part of this Agreement. Where the incorporated terms differ with the terms of this Agreement, the terms of this Agreement shall control
- 9.2 Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

SECTION 10 – DATA PRIVACY/DATA OWNERSHIP

- 10.1 No data may be released by the Contractor to a third party without the express consent of the Village’s representative as indicated below - this includes any media relations.
- 10.2 Ownership of all data prepared for or by the Village whether having commercial value or not shall remain with the Village.

SECTION 11 – DEFAULT AND CANCELLATION

- 11.1 If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Provider's default is excused by the Village, the Village may, upon written notice to the Contractor's representative listed herein, cancel this Agreement in its entirety as indicated below.
- 11.2 The Village reserves the right to cancel the contract for documented nonperformance if the Contractor fails to provide a satisfactory level of service or other cause(s) which results in Village of Poplar Grove dissatisfaction.

SECTION 12 – SUBCONTRACTING AND ASSIGMENT

- 12.1 Contractor shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the written consent of the Village of Poplar Grove.
- 12.2 No party may assign or transfer any rights or obligations under this Agreement without the written consent of the Village of Poplar Grove.

SECTION 13 - SECTION HEADINGS

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

SECTION 14 - APPLICABLE LAW

This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of State of Illinois.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals upon and executed this Agreement in triplicate as though each copy hereof were an original and that there are no other oral agreements that have not been reduced to writing in this statement.

<Vendor>: _____
DATE _____

THE VILLAGE OF POPLAR GROVE
BY: _____
DATE: _____

ATTEST: _____
Kari Miller, Village Clerk

DATE: _____

Attachment B: Affidavit

(NOTE: These affidavits must be completed by an authorized representative of the bidder)

Section 1.

Business Status of Bidder

BIDDER/APPLICANT:

Name

Principal place of business

Address

City, State, Zip Code

The Bidder is a:

- Corporation
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Other (please explain: _____)

Please complete applicable section on pages 31 and 32.

Corporation

The state of incorporation is: _____

The registered agent of the corporation in Illinois is: _____

Name

Address

City, State, Zip

The officers of the corporation are:

President

Administrative Assistant

Vice President

Treasurer

The Corporation is authorized to do business in the State of Illinois.

Limited Liability Company

The state of registration is: _____

The registered agent of the Limited Liability Company in Illinois is:

Name

Address

The registered office of the Limited Liability Company in Illinois is:

Address

City, State, Zip

The managers and members of the Limited Liability Company are:

Name

Name

Address

Address

City, State

City, State

The LLC is authorized to do business in the State of Illinois.

Sole Proprietorship

The address of the sole proprietor is:

Address

City, State

The sole proprietor transacts business in Illinois under the following assumed names:

BID RIGGING AND BID ROTATING

Section 2. That in connection with this solicitation for bids/proposals:

The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price or that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract;

The bid is genuine and not collusive or sham;

The prices or breakdowns thereof and any and all contents which had been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;

All statements contained in such bid are true;

No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;

No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

Section 2(a).

NON-COLLUSION

No officer or employee of the Village of Poplar Grove has a direct or indirect pecuniary interest in this bid.

No officer or employee of the Village of Poplar Grove has disclosed to the bidder any information related to the terms of a sealed bid.

No officer or employee of the Village of Poplar Grove has informed the bidder that the bid will be accepted only if specified persons are included as subcontractors.

Only the bidder will be entitled to the proceeds of the contract if this bid is accepted by the Village of Poplar Grove.

This bid is made without the benefit of information obtained in violation of law.

Section 3. The undersigned certifies that the bidder has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

THE REQUIREMENTS OF THE ILLINOIS DRUG FREE WORKPLACE ACT

Section 4. The undersigned will publish a statement:

- a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace;
- b) Specifying the actions that will be taken against employees for violations of this prohibition;
- c) Notifying the employees that, as a condition of their employment to do work under the contract with the Village of Poplar Grove, the employees will:
- d) Abide by the terms of the statement; and
- e) Notify the aforementioned company of any criminal drug statute conviction for a violation occurring the in the workplace not later than five (5) days after such a conviction.
- f) Establishing a drug free awareness program to inform the aforementioned company's employees about:
 - g) The dangers of drug abuse in the workplace;
 - h) The aforementioned company's policy of maintaining a drug free workplace;
 - i) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - j) The penalties that may be imposed upon employees for drug violations.
- k) Making it a requirement to give a copy of the statement required by Section 5. to each employee engaged in the performance of the contract with the Village of Poplar Grove and to post the statement in a prominent place in the workplace;
- l) Notifying the Village of Poplar Grove within ten (10) days after receiving notice under Section 5.C.2. from an employee or otherwise receiving actual notice of such a conviction;
- m) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6., below;

- n) Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that an effectively trained counseling and referral team is in place;
- o) Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements.
- p) Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

Section 5. The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he shall:

- a) Take appropriate personnel action against such employee up to and including termination; or
- b) Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

TAX COMPLIANCE

Section 6. The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the Village of Poplar Grove because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

Section 7. The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Section 10. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section 11. In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the contractor may be declared nonresponsible and therefore ineligible for future contracts or

subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees:

- a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- b) That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- e) That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.

- g) That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

- Section 12.** For the purposes of subsection G of Section 10, "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.
- Section 13.** It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.
- Section 14.** Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.
- Section 15.** In the event that this contract is subject to Executive Order 11246, Seller certifies that it (1) is in compliance with Section 202 thereof and the Rules and Regulations issued thereunder; (2) does not and will not provide or maintain at any of its establishments, or permit its employees to perform their services at any location under its control where there are maintained, segregated facilities, and (3) agrees that a breach of this Certification violates the Equal Employment clause of Executive Order 11246. "Segregated Facilities," means facilities which are in fact segregated on a basis of race, color, creed, sex, religion or national origin, because of habit, local custom, or otherwise.

THE AMERICANS WITH DISABILITIES ACT

Section 16. As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the American with Disabilities Act.

Signed by: _____
[name]

[title]

Subscribed and Sworn to before me this _____ day of _____, 20__.

By: _____
Notary Public

-seal-



Village of Poplar Grove – Board Meeting Memo

March 20, 2026

****Subject:****

Bel-Air North Performance Bond

1. Background:

According to ordinance 9-3-5 Completion and maintenance of improvements under the Village’s Subdivision requirements code section A outlines that “all of the necessary improvements as described in the final plat shall be completed within two years..” It goes on in number 1 to specify, “Deposit with the Village Clerk cash in the amount equal to 125 percent of the final estimate of the cost of construction of all said improvements, as certified by the Village Engineer”....

2. Current Status:

Mr. Thomas of Bel-Air North is asking the board for their interpretation of ordinance 9-3-5, based on 9-3-4-2 Plats and Data for Final Improvement Section A number 13, the ordinance is intended only to cover public improvements, such as streets and utilities. Any private improvement, regardless of it being recorded on the plat, such as a taxiway, should not be included in the outstanding final estimate of the cost of construction that is used to determine the performance bond.

3. Fiscal Impact:

Fiscal impact considerations include professional services time to address this matter and the financial impacts such that the performance bond provided not cover any improvements the Village would be held liable to remedy at a later date.

4. Legal Review (if applicable):

Legal has been involved in this matter and will be present to provide their insight.

5. Recommendation:

Recommendation is to review the ordinance for ambiguity of language.

6. Supporting Documents (if applicable):

X Attached - Ordinance 9-3-5 Completion and Maintenance of Improvements

X Attached Ordinance 9-3-4-2 Plats and Data for Final Improvements

Not Applicable

Kristi Richardson
Village President

9-3-4-2. - PLATS AND DATA FOR FINAL APPROVAL.

- A. Requirements. Final plat shall be drawn in ink on tracing cloth (mylar) on sheets not to exceed 36 inches by 48 inches (36" x 48") and shall be at a scale of 100 feet to the inch (1" = 100'). Where necessary, the plat may be on several sheets accompanied by an index sheet showing the entire subdivision. For large subdivisions, the final plat may be submitted for approval progressively in contiguous sections satisfactory to the Village Board. The final plat shall show the following:
1. Primary control points, approved by the Village Engineer, or descriptions and "ties" to such control points, to which all dimensions, angles, bearings and similar data on the plat shall be referred.
 2. Tract boundary lines, right-of-way lines of streets, easements and other rights-of-way, and property lines of residential lots and other sites with accurate dimensions, bearings or deflection angles and radii, arcs and central angles of all curves.
 3. Location, dimensions and purpose of any easements.
 4. Number to identify each lot or site and block.
 5. Purpose for which sites other than residential lots are dedicated or reserved.
 6. Proposed building setback lines on all lots and other sites.
 7. Location and description of monuments.
 8. Certification by a registered Illinois land surveyor certifying to accuracy of the survey and plat.
 9. Certification showing that all taxes and special assessments due on the property to be subdivided have been paid in full.
 10. Certification of title showing that applicant is landowner.
 11. Proper form for the approval of the Village Board, with space for signatures.
 12. Approval by signatures of the appropriate officials of the Village Board concerned with the specifications of utility installations.
 13. Evidence that the work of improving the streets and all utilities as prescribed above has been accomplished prior to the submission of the plat for final approval, or the receipt of a duplicate signed contract and the accompanying surety bond shall be presented to the Village Engineer and the Village attorney for their review. The Village Engineer and the Village Attorney shall present to the Village Board a review letter assuring that the developer has complied with said requirements.
 14. Statement by owner dedicating streets, rights-of-way and any sites for public use.
 15. Name of subdivision.
 16. Location by section, township and range.
 17. Title, scale, north arrow and date.
 18. Reports, maps and other materials or information indicating existing and proposed subsurface drainage, soil conditions determined by an intensive on-site soils investigation, and erosion and sediment control plans that include implementation details.
- B. Cross Sections and Profiles: Cross sections and profiles of streets showing grades approved by the Village Engineer. The profiles shall be drawn to Village standards. The scales and elevations shall be based on the USGS datum plane.
- C. Protective Covenants: Protective covenants in form of recording.
- D. Other Data: Such other certificates, affidavits, endorsements or dedications as may be required by the plan commission in the enforcement of these regulations.

(Ord. 385, 5-1-1989; Ord. 416, 6-14-1993)

9-3-5. - COMPLETION AND MAINTENANCE OF IMPROVEMENTS.

- A. All of the necessary improvements as described in the final plat shall be completed within two years from approval of said plat. The subdivider shall in all cases be responsible for the maintenance of all improvements for one year following their construction and acceptance by the Village. The subdivider, to ensure the satisfactory completion of all required improvements and to ensure the maintenance of the same, for one year following construction and acceptance by the Village, and conditioned upon completion of said improvements, shall do one of the following:
1. Deposit with the Village Clerk cash in an amount equal to 125 percent of the final estimate of the cost of construction of all said improvements, as certified by the Village Engineer; or
 2. Deposit with the Village Clerk a duly executed, irrevocable letter of credit, in a form approved by the Village from a financial institution in good standing in the United States Of America and located in and authorized to do business in the state of Illinois, which shall name the Village of Poplar Grove as a beneficiary and shall be in effect for a minimum period of two years from the approval date of the final plat and shall remain in full force and effect until the Village of Poplar Grove is notified at least 90 days prior to any expiration date. The amount of said irrevocable letter of credit shall be equal to 125 percent of the final estimate of construction cost for all proposed improvements as certified by the Village Engineer, and shall ensure the satisfactory completion of all improvements, including as built drawings and landscaping and ensure maintenance thereof as provided above; or
 3. Deposit with the Village Clerk a duly executed completion bond, with corporate surety, to be approved by the Village Board and filed with the Village Clerk, in an amount equal to 125 percent of the final estimate of the cost of construction of all said improvements as certified by the Village Engineer. Any bond submitted shall have a good and sufficient security thereon, and if provided by an insurance company, the insurance company must have a current rating of A++ or A+ as rated by the A.M. Best rating company. Any bond or instrument provided must be issued by a business licensed to do business in the state of Illinois, and redeemable in the state of Illinois.
- B. During construction of the subdivision improvements, the security deposit guaranteeing the satisfactory completion of said improvements may be periodically reduced upon approval of the Village Board. However, the remaining security deposit amount shall never be less than 125 percent of the estimated cost of the improvements remaining to be completed as determined by the Village Engineer plus ten percent retainage of the final estimated improvement construction cost retained for maintenance of said improvements.
- C. Upon completion of said improvements, an amount equal to ten percent of the final estimate of the cost of construction of all said improvements shall be retained by the Village for a period of one year following the acceptance of said improvements by the Village to ensure the maintenance of said improvements for said one year period.
- D. Any letter of credit or bond furnished as security to ensure satisfactory completion of all required improvements shall be subject to final approval by the Village Board.

(Ord. 2010-797, 11-8-2010)

Date Updated: 03.23.2026

		Mar-26		
FOR APPROVAL	Actual to Date	Total by Type		
	Check Run #1	Check Run #2		
AP Checks	\$71,082.15	\$667,118.47	\$738,200.62	
EFTS (ACH)	\$35,657.09	\$24,836.80	\$60,493.89	
Payroll	\$21,256.81	\$0.00	\$21,256.81	
Insurance	\$21,142.32	\$21,112.18	\$42,254.50	
Total	\$149,138.37	\$713,067.45	\$862,205.82	

TO BE ATTACHED IN PACKET AS SUMMARY REPORT

Specific Breakout:	Actual for the month paid	Estimate Additional	Total by Type
Total	\$0.00	\$0.00	\$0.00

FINAL NUMBERS			
Monthly Approvals	February Final Numbers Requested	Actual	Difference
AP Checks	\$123,692.53	\$123,692.53	\$0.00
EFTS (ACH)	\$65,225.16	\$65,225.16	\$0.00
Payroll	\$42,292.04	\$42,292.04	\$0.00
Insurance	\$21,126.32	\$21,142.32	\$16.00
Total	\$252,336.05	\$252,352.05	\$16.00

Specific Breakout:	Requested	Actual	Difference
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INVOICE REGISTER FOR VILLAGE OF POPLAR GROVE

POST DATES 03/16/2026 - 03/23/2026

POSTED AND UNPOSTED

OPEN AND PAID

Item 12.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
03/18/2026 00026404	POPLAR GROVE SUBWAY UB refund for account: 0013005E00 31-00-1401 31-00-1401 31-00-1401 31-00-1401	03/18/2026 CLERK	04/01/2026	10.66 3.25 4.64 1.62 1.15	10.66	Open	N 03/18/2026
0008489 00026405	COMCAST INTERNET AND PHONE LINES FOR VILLAGE 01-53-4202 31-50-4202 01-50-4202 31-50-4202 31-68-4202 31-68-4202 31-68-4202 31-50-4202	03/05/2026 CLERK	03/26/2026	1,495.85 222.90 81.90 497.58 81.90 212.04 229.36 88.27 81.90	1,495.85	Open	N 03/18/2026
0862561222MARCH 00026406	COMED HARVEST WAY L/S 31-75-4204	03/10/2026 CLERK HARVEST WAY L/S	05/11/2026	155.38 155.38	155.38	Open	N 03/18/2026
0622964000MARCH 00026407	COMED BEAVER L/S 31-75-4204	03/10/2026 CLERK BEAVER L/S	05/11/2026	87.63 87.63	87.63	Open	N 03/18/2026
1126462222MARCH 00026408	COMED PUMP STATION 31-68-4204	03/10/2026 CLERK PUMP STATION	05/11/2026	140.72 140.72	140.72	Open	N 03/18/2026
2994975000MARC2 00026409	COMED WELL 4 31-68-4204	03/10/2026 CLERK WELL 4	05/11/2026	1,010.16 1,010.16	1,010.16	Open	N 03/18/2026

INVOICE REGISTER FOR VILLAGE OF POPLAR GROVE

POST DATES 03/16/2026 - 03/23/2026

POSTED AND UNPOSTED

OPEN AND PAID

Item 12.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
3061267111MARCH 00026410	COMED MAIN ST L/S 31-75-4204	03/04/2026 CLERK MAIN ST L/S	05/04/2026	45.27 45.27	45.27	Open	N 03/18/2026
3172892222MARCH 00026411	COMED WELL 2 31-68-4204	03/10/2026 CLERK WELL 2	05/11/2026	70.38 70.38	70.38	Open	N 03/18/2026
3233830100MARCH 00026412	COMED WACO WAY L/S 31-75-4204	03/10/2026 CLERK WACO WAY L/S	05/11/2026	51.14 51.14	51.14	Open	N 03/18/2026
5318627000MARCH 00026413	COMED SWWTP #2 31-79-4204	03/10/2026 CLERK SWWTP #2	05/11/2026	46.74 46.74	46.74	Open	N 03/18/2026
5555323000MARCH 00026414	COMED C/L/S WACO WAY 31-75-4204	03/10/2026 CLERK C/L/S WACO WAY	05/11/2026	314.62 314.62	314.62	Open	N 03/18/2026
791645000MARCH2 00026415	COMED WELL 5 + 6 31-68-4204	03/10/2026 CLERK WELL 5 + 6	05/11/2026	1,464.24 1,464.24	1,464.24	Open	N 03/18/2026
8107661222MARCH 00026416	COMED WHITING L/S 31-75-4204	03/03/2026 CLERK WHITING L/S	05/04/2026	115.56 115.56	115.56	open	N 03/18/2026
9177938000MARCH 00026417	COMED BULLARD L/S 31-75-4204	03/10/2026 CLERK BULLARD L/S	05/11/2026	117.68 117.68	117.68	open	N 03/18/2026

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9866415000MARCH 00026418	COMED WATER TOWER + WELL 3 31-68-4204	03/12/2026 CLERK WATER TOWER + WELL 3	05/11/2026	730.82 730.82	730.82	Open	N 03/18/2026
7470531222MARCH 00026419	COMED NWWTP 31-77-4204	03/12/2026 CLERK NWWTP	05/11/2026	2,966.31 2,966.31	2,966.31	Open	N 03/18/2026
4653503000MARCH 00026420	COMED SWWTP #1 31-79-4204	03/12/2026 CLERK SWWTP #1	05/11/2026	8,252.27 8,252.27	8,252.27	Open	N 03/18/2026
MARCH26 00026421	INDEED TREASURER AD 01-50-4209	03/03/2026 CLERK TREASURER AD	04/10/2026	165.00 165.00	165.00	Open	N 03/18/2026
E0300Z2RFB 00026422	MICROSOFT CORPORATION YEARLY CHARGES 01-50-4214	03/02/2026 CLERK ONLINE SERVICES EMAIL	04/10/2026	2,101.13 2,101.13	2,101.13	Open	N 03/18/2026
E0300Z2R5A 00026423	MICROSOFT CORPORATION MONLTHLY EMAIL CHARGES 01-50-4214	03/02/2026 CLERK ONLINE SERVICES EMAIL	04/10/2026	80.00 80.00	80.00	Open	N 03/18/2026
7062 00026424	GO TO COMMUNICATIONS INC LOGMEIN 31-70-4214 31-75-4214	02/19/2026 CLERK LOGMEIN LOGMEIN	04/10/2026	349.99 174.99 175.00	349.99	open	N 03/18/2026
3708MARC26 00026425	HEARTLAND BANK & TRUST COMPANY BOND SERIES 2015 31-50-4804 31-50-4815 31-50-4235	03/06/2026 CLERK BOND PRINCIPAL - SERIES 2015 INTEREST - SERIES 2015 BOND AGENT FEES	04/15/2026	449,500.00 435,000.00 14,000.00 500.00	449,500.00	Open	N 03/18/2026

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7208790BMARCH26 00026426	HEARTLAND BANK & TRUST COMPANY BONDS 2012B 31-50-4803 31-50-4814 31-50-4235	03/06/2026 CLERK	04/15/2026	160,618.75	160,618.75	Open	N 03/18/2026
		BOND PRINCIPAL - SERIES 2012B INTEREST - SERIES 2012B BOND AGENT FEES		155,000.00 5,118.75 500.00			
579 00026427	ILLINOIS MUNICIPAL TREASURER ASSOC IMTA MEMBERSHIP 05.01.26-04.30.27 01-50-4217	03/17/2026 CLERK	04/30/2026	100.00	100.00	Open	N 03/18/2026
		IMTA MEMBERSHIP 05.01.26-04.30.27		100.00			
JUNE26 00026428	LINDA ORTIZ FACEPAINTING NEIGHBORS NIGHT 2026 01-55-4240	03/18/2026 CLERK	06/13/2026	50.00	50.00	Open	N 03/18/2026
		FACEPAINTING NEIGHBORS NIGHT 2026		50.00			
40461 00026429	MORGAN BUILDING MAINTENANCE, INC MARCH 2026 CLEANING 01-50-4240	03/01/2026 CLERK	04/02/2026	715.00	715.00	Open	N 03/18/2026
		MONTHLY CONTRACT CLEANING		715.00			
07183924294MARC 00026430	NICOR GAS RENTAL BUILDING 01-50-4204	03/11/2026 CLERK	04/30/2026	116.82	116.82	Open	N 03/18/2026
		RENTAL BUILDING		116.82			
1703442550MARCH 00026431	NICOR GAS HARVEST WAY L/S 31-75-4204	03/11/2026 CLERK	04/30/2026	182.70	182.70	Open	N 03/18/2026
		HARVEST WAY L/S		182.70			
22409207747MARC 00026432	NICOR GAS SWWTP 31-79-4204	03/11/2026 CLERK	04/30/2026	1,600.14	1,600.14	Open	N 03/18/2026
		SWWTP		1,600.14			
22898582741MARC 00026433	NICOR GAS BEAVER L/S 31-75-4204	03/11/2026 CLERK	04/30/2026	68.03	68.03	Open	N 03/18/2026
		BEAVER L/S		68.03			

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30139401027MARC 00026434	NICOR GAS WELL #4 31-68-4204	03/11/2026 CLERK WELL #4	04/30/2026	151.67 151.67	151.67	Open	N 03/18/2026
31857320001MARC 00026435	NICOR GAS WELL #2 31-68-4204	03/11/2026 CLERK WELL #2	04/30/2026	176.29 176.29	176.29	Open	N 03/18/2026
49599619696MARC 00026436	NICOR GAS PW BUILDING 01-53-4204	03/11/2026 CLERK PW BUILDING	04/30/2026	625.67 625.67	625.67	Open	N 03/18/2026
72878472371MARC 00026437	NICOR GAS NWWTP 31-77-4204	03/11/2026 CLERK NWWTP	04/30/2026	635.34 635.34	635.34	Open	N 03/18/2026
12314476859MARC 00026438	NICOR GAS DAWSON L/S 31-75-4204	03/16/2026 CLERK DAWSON L/S	05/04/2026	66.05 66.05	66.05	Open	N 03/18/2026
94988910009MARC 00026439	NICOR GAS WATER TOWER/WELL 3 31-68-4204	03/16/2026 CLERK WATER TOWER/WELL 3	05/04/2026	134.27 134.27	134.27	Open	N 03/18/2026
11263980 00026440	WEX BANK - MARATHON FLEET CARD FUEL FOR TRUCKS 01-53-4303	03/15/2026 CLERK PUBLIC WORKS FUEL	04/06/2026	681.78 681.78	681.78	open	N 03/18/2026
BFF-000324 00026441	BLAIN'S FARM & FLEET CAULK FOR 100 S. STATE ST 01-50-4220	03/17/2026 CLERK CAULK FOR 100 S. STATE ST	04/17/2026	29.85 29.85	29.85	open	N 03/19/2026

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BFF-00042 00026442	BLAIN'S FARM & FLEET DAN'S CLOTHING ALLOWANCE 01-53-4080	03/01/2026 CLERK DAN'S CLOTHING ALLOWANCE	04/01/2026	102.98 102.98	102.98	Open	N 03/19/2026
BEFF-000200 00026443	BLAIN'S FARM & FLEET SHOP STOCK 01-53-4301	03/10/2026 CLERK SHOP STOCK	04/10/2026	31.53 31.53	31.53	Open	N 03/19/2026
1020060 00026444	HOME DEPOT CREDIT SERVICES SHOP 01-53-4301	03/06/2026 CLERK SHOP	03/26/2026	149.41 149.41	149.41	Open	N 03/19/2026
3202532 00026445	MARTENSON, KYLE UNIFORM ALLOWANCE 01-53-4080	03/14/2026 CLERK UNIFORM ALLOWANCE	03/26/2026	189.00 189.00	189.00	Open	N 03/19/2026
67056 00026446	MENARDS 100 SOUTH STATE ST REPAIRS 01-50-4220	03/13/2026 CLERK 100 SOUTH STATE ST REPAIRS	04/13/2026	76.90 76.90	76.90	Open	N 03/19/2026
66945 00026447	MENARDS MOLDING FOR 100 S STATE STREET 01-50-4220	03/11/2026 CLERK MOLDING FOR 100 S STATE STREET	04/11/2026	124.68 124.68	124.68	Open	N 03/19/2026
66877 00026448	MENARDS DOORS FOR 100 S STATE STREET 01-50-4220	03/10/2026 CLERK DOORS FOR 100 S STATE STREET	04/10/2026	238.00 238.00	238.00	Open	N 03/19/2026
66523 00026449	MENARDS 100 SOUTH STATE ST 31-77-4301	03/04/2026 CLERK 100 SOUTH STATE ST	04/04/2026	36.36 36.36	36.36	Open	N 03/19/2026

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66593 00026450	MENARDS NWWTP SCREEN REPAIR 31-77-4301	03/05/2026 CLERK NWWTP SCREEN REPAIR	03/26/2026	28.08 28.08	28.08	Open	N 03/19/2026
66807 00026451	MENARDS 100 S. STATE ST REPAIRS 01-50-4220	03/09/2026 CLERK 100 S. STATE ST REPAIRS	04/09/2026	34.25 34.25	34.25	Open	N 03/19/2026
66805 00026454	MENARDS 100 S. STATE ST REPAIRS 01-50-4220	03/09/2026 CLERK 100 S. STATE ST REPAIRS	03/09/2026	33.06 33.06	33.06	Open	N 03/19/2026
66992 00026455	MENARDS STOCK FOR NWWTP 31-77-4301	03/12/2026 CLERK STOCK FOR NWWTP	03/26/2026	28.96 28.96	28.96	Open	N 03/19/2026
66993 00026456	MENARDS STOCK FOR SWWTP 31-79-4301	03/12/2026 CLERK STOCK FOR SWWTP	04/12/2026	24.95 24.95	24.95	Open	N 03/19/2026
440008 00026458	NAPA AUTO PARTS 2019 CHEVY 1500 OIL CHANGE 01-53-4226	03/09/2026 CLERK 2019 CHEVY 1500 OIL CHANGE	04/09/2026	40.37 40.37	40.37	Open	N 03/19/2026
8271538676MARCH 00026459	NICOR GAS WELL 5+6 31-68-4204	03/18/2026 CLERK WELL 5+6		123.10 123.10	123.10	open	N 03/19/2026
24868703307MARC 00026460	NICOR GAS C/L/S 31-75-4204	03/18/2026 CLERK C/L/S	04/18/2026	67.41 67.41	67.41	open	N 03/19/2026

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7725421526 00026461	MARCH NICOR GAS LIFT STATION AND WATER TOWER 31-68-4204	03/18/2026 CLERK LIFT STATION AND WATER TOWER	05/07/2026	69.29 69.29	69.29	Open	N 03/20/2026
23208 00026462	P.C. TECH 2 U FORTINET 1 YEAR RENEWAL 01-50-4400	03/06/2026 CLERK FORTINET 1 YEAR RENEWAL	04/06/2026	845.00 845.00	845.00	Open	N 03/20/2026
328553 00026463	ROCK ROAD COMPANIES COLD PATCH 01-53-4228	03/13/2026 CLERK COLD PATCH	03/26/2026	1,021.70 1,021.70	1,021.70	Open	N 03/20/2026
P0013-072500122 00026464	ROCK ROAD COMPANIES SIDEWALK REPAIR 2025 MFT 90-53-4462	03/18/2026 CLERK SIDEWALK REPAIR 2025 MFT	04/18/2026	43,543.80 43,543.80	43,543.80	Open	N 03/20/2026
202603110054586 00026465	RED WING BUSINESS ADVANTAGE ACCT. MARTENSON AND KNIGHTEN SHOES 01-53-4080 01-53-4080	03/10/2026 CLERK MARTENSON SHOES KNIGHTEN SHOES	04/10/2026	555.10 272.59 282.51	555.10	Open	N 03/20/2026
2026-78850 00026466	R.N.O.W., INC. FAN SEAL/BROOM FOR SWEEPER 01-53-4227	03/18/2026 CLERK FAN SEAL/BROOM FOR SWEEPER	04/18/2026	344.96 344.96	344.96	Open	N 03/20/2026
25821175160326 00026467	SHERWIN WILLIAMS CO. PAINT FOR 100 S. STATE STREET 01-50-4220	03/17/2026 CLERK PAINT FOR 100 S. STATE STREET	04/17/2026	34.07 34.07	34.07	Open	N 03/20/2026
26030206 00026468	TEST INC. WELL TESTING 31-77-4236 31-79-4236 31-68-4236 31-75-4236	03/06/2026 CLERK W & S CONTRACT LABOR - NWWTP W#3 W & S CONTRACT LABOR - SWWTP W#5&6 W & S CONTRACT LABOR - WATER SYSTEM W#4 W & S CONTRACT LABOR - LIFT STATIONS	04/06/2026	17.00 0.00 0.00 17.00 0.00	17.00	Open	N 03/20/2026

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26030205 00026469	TEST INC. SWWTP TESTING 31-77-4236 31-79-4236 31-68-4236 31-75-4236	03/06/2026 CLERK	04/06/2026	17.00	17.00	Open	N 03/20/2026
		W & S CONTRACT LABOR - NWWTP W#3		0.00			
		W & S CONTRACT LABOR - SWWTP W#5&6		17.00			
		W & S CONTRACT LABOR - WATER SYSTEM W#4		0.00			
		W & S CONTRACT LABOR - LIFT STATIONS		0.00			
26030207 00026470	TEST INC. SWWTP 31-77-4236 31-79-4236 31-68-4236 31-75-4236	03/06/2026 CLERK	04/06/2026	17.00	17.00	Open	N 03/20/2026
		W & S CONTRACT LABOR - NWWTP W#3		0.00			
		W & S CONTRACT LABOR - SWWTP W#5&6		17.00			
		W & S CONTRACT LABOR - WATER SYSTEM W#4		0.00			
		W & S CONTRACT LABOR - LIFT STATIONS		0.00			
26030109 00026471	TEST INC. NWWTP 31-77-4236 31-79-4236 31-68-4236 31-75-4236	03/06/2026 CLERK	04/06/2026	146.00	146.00	Open	N 03/20/2026
		W & S CONTRACT LABOR - NWWTP W#3		146.00			
		W & S CONTRACT LABOR - SWWTP W#5&6		0.00			
		W & S CONTRACT LABOR - WATER SYSTEM W#4		0.00			
		W & S CONTRACT LABOR - LIFT STATIONS		0.00			
26030110 00026472	TEST INC. SWWTP 31-77-4236 31-79-4236 31-68-4236 31-75-4236	03/06/2026 CLERK	04/06/2026	230.00	230.00	Open	N 03/20/2026
		W & S CONTRACT LABOR - NWWTP W#3		0.00			
		W & S CONTRACT LABOR - SWWTP W#5&6		230.00			
		W & S CONTRACT LABOR - WATER SYSTEM W#4		0.00			
		W & S CONTRACT LABOR - LIFT STATIONS		0.00			
26030108 00026473	TEST INC. SWWTP 31-77-4236 31-79-4236 31-68-4236 31-75-4236	03/06/2026 CLERK	04/06/2026	230.00	230.00	Open	N 03/20/2026
		W & S CONTRACT LABOR - NWWTP W#3		0.00			
		W & S CONTRACT LABOR - SWWTP W#5&6		230.00			
		W & S CONTRACT LABOR - WATER SYSTEM W#4		0.00			
		W & S CONTRACT LABOR - LIFT STATIONS		0.00			

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26030106 00026474	TEST INC. NWWTP 31-77-4236 31-79-4236 31-68-4236 31-75-4236	03/06/2026 CLERK W & S CONTRACT LABOR - NWWTP W#3 W & S CONTRACT LABOR - SWWTP W#5&6 W & S CONTRACT LABOR - WATER SYSTEM W#4 W & S CONTRACT LABOR - LIFT STATIONS	04/06/2026	146.00 146.00 0.00 0.00 0.00	146.00	Open	N 03/20/2026
INV00987609 00026475	USA BLUE BOOK NWWTP FILTERS 31-77-4301	03/11/2026 CLERK NWWTP FILTERS	04/11/2026	478.40 478.40	478.40	Open	N 03/20/2026
2026-14 00026476	WINDOW WORLD OVERPAYMENT OF PERMIT 01-55-4215	03/11/2026 CLERK OVERPAYMENT OF PERMIT	04/11/2026	40.00 40.00	40.00	Open	N 03/20/2026
2026-01 00026477	MAIN STREET INC GENERAL FUND CHECKS 01-50-4300	03/19/2026 CLERK GENERAL FUND CHECKS	03/19/2026	227.94 227.94	227.94	Open	N 03/20/2026
2026-01 00026478	VILLAGE OF POPLAR GROVE PETTY CASH TO BRING DWAWER TO \$200.00 01-00-1010	03/18/2026 CLERK PETTY CASH	04/18/2026	13.95 13.95	13.95	Open	N 03/20/2026
2026-02 00026479	VILLAGE OF POPLAR GROVE STARTING PETTY CASH DRAWER 01-00-1010	03/10/2026 CLERK STARTING PETTY CASH DRAWER	04/10/2026	200.00 200.00	200.00	Open	N 03/20/2026
286445 00026480	ARNESON OIL COMPANY PROPANE FOR OLD PW BUILDING 01-53-4231	03/18/2026 CLERK SHOP BUILDING - HEAT	04/18/2026	734.65 734.65	734.65	Open	N 03/20/2026
BFF-00382 00026481	BLAIN'S FARM & FLEET HOWE UNIFORM ALLOWANCE 01-53-4080	03/18/2026 CLERK HOWE UNIFORM ALLOWANCE	04/18/2026	178.69 178.69	178.69	Open	N 03/20/2026

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BFF-000402 00026482	BLAIN'S FARM & FLEET SALLEY UNIFORM ALLOWANCE 01-53-4080	03/20/2026 CLERK SALLEY UNIFORM ALLOWANCE	04/20/2026	136.95 136.95	136.95	Open	N 03/20/2026
71264 00026483	B&F CONSTRUCTION CODE SERVICE, INC. NHC REVIEW 01-55-4215	03/16/2026 CLERK NHC REVIEW	04/16/2026	989.67 989.67	989.67	Open	N 03/20/2026
26-161031 00026484	UV SUPERSTORE NWWTP UV LIGHTS 31-77-4301	03/19/2026 CLERK NWWTP UV LIGHTS	04/19/2026	3,399.52 3,399.52	3,399.52	Open	N 03/20/2026
1GCR-V4FR-QM33 00026485	AMAZON.COM OFFICE SUPPLIES 01-50-4300	03/19/2026 CLERK OFFICE SUPPLIES	04/19/2026	185.80 185.80	185.80	Open	N 03/20/2026
23300 00026486	P.C. TECH 2 U IT FOR VH 01-50-4223	03/19/2026 CLERK IT SERVICES	04/19/2026	100.00 100.00	100.00	Open	N 03/20/2026
67278 00026487	MENARDS STOCK FOR NWWTP 31-79-4301	03/17/2026 CLERK STOCK FOR NWWTP	04/17/2026	51.67 51.67	51.67	Open	N 03/23/2026
26030296 00026488	TEST INC. NWWTP TESTING 31-77-4236 31-79-4236 31-68-4236 31-75-4236	03/13/2026 CLERK W & S CONTRACT LABOR - NWWTP W#3 W & S CONTRACT LABOR - SWWTP W#5&6 W & S CONTRACT LABOR - WATER SYSTEM W#4 W & S CONTRACT LABOR - LIFT STATIONS	04/13/2026	52.00 52.00 0.00 0.00 0.00	52.00	Open	N 03/23/2026

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26030396 00026489	TEST INC. NWWTP TESTING 31-77-4236 31-79-4236 31-68-4236 31-75-4236	03/16/2026 CLERK	04/15/2026	36.00	36.00	Open	N 03/23/2026
		W & S CONTRACT LABOR - NWWTP W#3		36.00			
		W & S CONTRACT LABOR - SWWTP W#5&6		0.00			
		W & S CONTRACT LABOR - WATER SYSTEM W#4		0.00			
		W & S CONTRACT LABOR - LIFT STATIONS		0.00			
26030397 00026490	TEST INC. NWWTP TESTING 31-77-4236 31-79-4236 31-68-4236 31-75-4236	03/16/2026 CLERK	04/15/2026	36.00	36.00	Open	N 03/23/2026
		W & S CONTRACT LABOR - NWWTP W#3		36.00			
		W & S CONTRACT LABOR - SWWTP W#5&6		0.00			
		W & S CONTRACT LABOR - WATER SYSTEM W#4		0.00			
		W & S CONTRACT LABOR - LIFT STATIONS		0.00			
26030398 00026491	TEST INC. WELL TESTING 31-77-4236 31-79-4236 31-68-4236 31-75-4236	03/16/2026 CLERK	04/15/2026	36.00	36.00	Open	N 03/23/2026
		W & S CONTRACT LABOR - NWWTP W#3		0.00			
		W & S CONTRACT LABOR - SWWTP W#5&6		0.00			
		W & S CONTRACT LABOR - WATER SYSTEM W#4		36.00			
		W & S CONTRACT LABOR - LIFT STATIONS		0.00			
26030404 00026492	TEST INC. WELL TESTING 31-77-4236 31-79-4236 31-68-4236 31-75-4236	03/11/2026 CLERK	04/10/2026	100.00	100.00	Open	N 03/23/2026
		W & S CONTRACT LABOR - NWWTP W#3		0.00			
		W & S CONTRACT LABOR - SWWTP W#5&6		0.00			
		W & S CONTRACT LABOR - WATER SYSTEM W#4		100.00			
		W & S CONTRACT LABOR - LIFT STATIONS		0.00			
26030409 00026493	TEST INC. SWWTP TESTING 31-77-4236 31-79-4236 31-68-4236 31-75-4236	03/11/2026 CLERK	04/10/2026	100.00	100.00	Open	N 03/23/2026
		W & S CONTRACT LABOR - NWWTP W#3		0.00			
		W & S CONTRACT LABOR - SWWTP W#5&6		100.00			
		W & S CONTRACT LABOR - WATER SYSTEM W#4		0.00			
		W & S CONTRACT LABOR - LIFT STATIONS		0.00			

INVOICE REGISTER FOR VILLAGE OF POPLAR GROVE

POST DATES 03/16/2026 - 03/23/2026

POSTED AND UNPOSTED

OPEN AND PAID

Item 12.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
26030408 00026494	TEST INC. SWWTP TESTING 31-77-4236 31-79-4236 31-68-4236 31-75-4236	03/11/2026 CLERK	04/10/2026	50.00	50.00	Open	N 03/23/2026
		W & S CONTRACT LABOR - NWWTP W#3		0.00			
		W & S CONTRACT LABOR - SWWTP W#5&6		50.00			
		W & S CONTRACT LABOR - WATER SYSTEM W#4		0.00			
		W & S CONTRACT LABOR - LIFT STATIONS		0.00			
4534 00026495	BOONE COUNTY HIGHWAY FUND IGA STRIPING 01-53-4228	03/06/2026 CLERK IGA STRIPING	04/06/2026	820.00	820.00	open	N 03/23/2026
				820.00			
877110351009762 00026496	COMCAST WHITING L/S 31-50-4202	03/16/2026 CLERK WHITING L/S	04/13/2026	218.16	218.16	open	N 03/23/2026
				218.16			

# of Invoices:	90	# Due:	90	Totals:	691,955.27	691,955.27
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:					691,955.27	691,955.27

--- TOTALS BY PAYMENT CARD ACCOUNT ---

VISA	2,696.12
------	----------

--- TOTALS BY FUND ---

01 GENERAL FUND	12,834.39	12,834.39
31 WATER & SEWER FUND	635,577.08	635,577.08
90 GOV FUNDS CAPITAL PROJECTS FUND	43,543.80	43,543.80

--- TOTALS BY DEPT/ACTIVITY ---

00 GF ASSEST LIABILITIES ACCOUNTS	224.61	224.61
50 ADMIN	616,287.69	616,287.69
53 STREETS	49,379.49	49,379.49
55 COMMUNITY DEVELOPMENT AND EVENTS	1,079.67	1,079.67
68 WATER TOWERS	4,753.61	4,753.61
70 WATER	174.99	174.99
75 SEWER	1,446.47	1,446.47
77 NORTH PLANT	7,988.97	7,988.97
79 SOUTH PLANT	10,619.77	10,619.77

RESOLUTION NUMBER: 2026-15

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS APPROVING AN ENGAGEMENT AGREEMENT WITH LAUTERBACH & AMEN LLP FOR FINANCIAL AUDIT SERVICES

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

WHEREAS, pursuant to the Village Code of Ordinances, specifically Section 1-10-2 General Purchasing Policies, subsection C states, in relevant part, Purchases above the state limit must be competitively bid through formal public bid procedures, and in accordance with state law and Village ordinances...the Village President may waive the public bid requirement when procuring certain professional services as outlined in state statute...the purchasing procedure under this paragraph may be waived by a two-thirds vote of the corporate authorities; and

WHEREAS, Lauterbach & Amen LLP has previously provided auditing services for the Village of Poplar Grove and is familiar with the Village’s accounts; and

WHEREAS, the Village desires to engage the services of Lauterbach & Amen LLP to perform the annual audit for the fiscal years ending in April 30, 2026, April 30, 2027 and April 30, 2028; and

WHEREAS, Lauterbach & Amen LLP has provided an engagement agreement outlining the auditing services which will be provided for a fee of \$17,500.00 in 2026, \$18,200.00 in 2027, and \$18,900.00 in 2028, a copy of which is attached hereto as Exhibit A, and incorporated herein; and

WHEREAS, the Village Board wishes to waive the formal bidding requirements pursuant to Section 1-10-2(c) of the Village Code of Ordinances with a two-thirds vote;

WHEREAS, the Village now desires to approve the engagement agreement and authorize the Village President to execute the agreement; and

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

1. The above recitals are incorporated herein and made a part hereof.
2. The Village hereby approves the engagement agreement with Lauterbach & Amen for the annual audit for costs not to exceed \$17,500.00 in 2026; \$18,200.00 in 2027; and \$18,900.00 in 2028, attached hereto as Exhibit A , or one in substantially similar form.
3. The Village President and Village Clerk are authorized to sign and attest any and necessary documents to effectuate the foregoing.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2026

AS FOLLOWS:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2026

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

EXHIBIT A- ENGAGEMENT AGREEMENT



March 11, 2026

The Honorable President
Members of the Board of Trustees
Village of Poplar Grove, Illinois

We are pleased to confirm our understanding of the services we are to provide the Village of Poplar Grove, Illinois for the fiscal years ended April 30, 2026, April 30, 2027, and April 30, 2028.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, business-type activities, each major fund and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Village as of and for the fiscal years ended April 30, 2026, April 30, 2027, and April 30, 2028. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Village's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited: management's discussion and analysis, the budgetary comparison schedules and GASB-required pension reporting.

We have also been engaged to report on supplementary information other than RSI that accompanies the Village's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements: individual fund statements, budgetary comparison schedules and other information as supplemental schedules.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report: introductory information.

Audit Scope and Objectives - Continued

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor’s report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor’s Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Village or to acts by management or employees acting on behalf of the Village.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village’s ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, if applicable, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the Village and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning: management override of controls, improper revenue recognition, and general or local economic challenges. Planning for this engagement has not concluded and is subject to change.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village’s compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements and required audit adjustments, if any, for the Village in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services, and required audit adjustments, if any, and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Responsibilities of Management for the Financial Statements - Continued

Management is responsible for making drafts of financial statements, all financial records and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Village involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

Our fees for the fiscal years ended April 30, 2026, April 30, 2027, and April 30, 2028 audits will be:

Services Provided	Fiscal Year Ended 04/30/2026	Fiscal Year Ended 04/30/2027	Fiscal Year Ended 04/30/2028
• AFR (Audit Report)	\$17,500 Annual	\$18,200 Annual	\$18,900 Annual
Annual Total Costs of Services	<u>\$17,500</u>	<u>\$18,200</u>	<u>\$18,900</u>

In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. Please be advised that we will charge interest on late invoices over sixty days.

Lauterbach & Amen’s client portal is used solely as a method of exchanging information and is not intended to store the Village’s information. At the end of the engagement, we will provide the Village with a copy (in an agreed-upon format) of deliverables and data related to the engagement from the portal. For multi-year engagements, this exchange will occur annually.

Upon completion of the engagement, data and other content will either be removed from the portal or become unavailable to Lauterbach & Amen, LLP within twelve months. For multi-year engagements, completion of the engagement occurs when the deliverables are completed for that year.

The Village agrees that during the term of this agreement and for a period of twelve months thereafter, the Village shall not solicit, or arrange an employment contract with personnel of Lauterbach & Amen, LLP. Violation of this provision shall, in addition to other relief, require the Village to compensate Lauterbach & Amen, LLP with one hundred percent of the solicited person’s annual compensation.

Reporting

We will issue a written report upon completion of our audit of the Village’s financial statements. Our report will be addressed to the Board of Trustees of the Village. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add an emphasis-of-matter or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to the Village of Poplar Grove, Illinois and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Cordially,

Lauterbach & Amen, LLP

LAUTERBACH & AMEN, LLP

RESPONSE:

This letter correctly sets forth the understanding of the Village of Poplar Grove, Illinois.

By: _____

Title: _____



Village of Poplar Grove – Board Meeting Memo

March 20, 2026

****Subject:****

IRMF Audit Findings

1. Background:

The Village of Poplar Grove participates in the IMRF program for employees. Rates are determined by plan tier participation.

Current Employee Rate for 2025 was 4.5%

Current Employer Rate for 2025 was 5.16%

2. Current Status:

This year the Village was selected to participate in its first ever IMRF audit. During the audit there were 3 areas of findings that need to be addressed.

Finding #2 & #3 will be adjusted manually for the 2025 calendar year and the correction maintained for the future.

#1 Finding is the issue I am bringing to the board's attention.

The finding discovered that the Village has not been exempting IRS Coded Section 125 plans from the IMRF wages, even though IRS Code Section 125 plans are exempt from all taxes.

Items included in the IRS Code Section 125 plan that apply to the Village are health insurance deductions, dental insurance deductions and vision insurance deductions.

It is my understanding from IMRF that this is how IMRF wage calculations should have always been done outside passing the suggested Resolution including Section 125 Plan items.

IMRF has provided two (2) possible remedies.

Remedy #1 - The first is the board could pass a resolution including section 125 plan items to be included in the IMRF wage calculations. This resolution would have to need to be retroactive for 2021 or the last four (4) years.

Remedy #2 – If the board does not wish to include these items in the wage calculations, then the Village will have to go back to the prior four (4) years to 2021 and recalculate the IMRF earnings for all employees. Overages paid to IMRF will be refunded to the Village and the Village would have to refund overages to the employees.

3. Fiscal Impact:

This decision will impact the cost of Employer contribution into the IMRF, while also having a financial impact on the amount of contribution by employees. Additional fiscal impacts include accounting services time to make corrections at rates of \$185 - \$385 per hour.

4. Legal Review (if applicable):

Legal has been made aware of this issue and will provide guidance upon resolution requirements.

5. Recommendation:

No recommendations at this time.

6. Supporting Documents (if applicable):

Attached - IMRF Compliance Report

Not Applicable

Kristi Richardson
Village President



Resolution to Include Compensation Paid Under an IRC Section 125 Plan as IMRF Earnings

Revised July 2019
Questions? Call 1-800-728-7971.

Upload this form through Employer Access

					Village of Poplar Grove
Employer Number					Employer Name

RESOLUTION Number 2026-16

WHEREAS, standard member earnings reportable to the Illinois Municipal Retirement Fund do not include compensation paid under an Internal Revenue Code section 125 plan or compensation directed into a premium conversion plan or flexible spending account; and

WHEREAS, an IMRF participating unit of government may elect to include in IMRF earnings compensation paid under an IRC section 125 plan or compensation directed into a premium conversion plan or flexible spending account by action of the governing body; and

WHEREAS, the Board of Trustees of the
Board, Council, etc.

Village of Poplar Grove is authorized to include
Employer Name
section 125 plan and premium conversion and flexible spending account compensation as earnings reportable to IMRF and it is desirable that it do so.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the
Board, Council, etc.

Village of Poplar Grove does hereby elect to
Employer Name
include as earnings reportable to IMRF compensation paid under an IRC section 125 plan and/or compensation directed into a premium conversion plan or flexible spending account effective _____.
Effective Date

BE IT FURTHER RESOLVED that the Village Clerk is authorized and
Clerk or Secretary of the Board
directed to file a duly certified copy of this resolution with the Illinois Municipal Retirement Fund.

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Employer Number

CERTIFICATION

I, Karri Miller, the Village Clerk
Name Clerk or Secretary

of the Village of Poplar Grove of the County of Boone,
Employer Name County

State of Illinois, do hereby certify that I am keeper of its books and records and that the foregoing is a true and correct copy of a resolution duly adopted by its Board of Trustees at a meeting duly convened
Governing Body

and held on the 25th day of March, 2026.

Signature of Clerk or Secretary of the Board (write; do not print or type)

IMRF, 2211 York Road, Suite 500, Oak Brook, Illinois 60523-2337
Employer Services: 1-800-728-7971 FAX: 630-706-4289
www.imrf.org



**Legal Department
Employer Compliance Report
Of
#6763 Village of Poplar Grove
March 12, 2026**

FINDINGS AND RECOMMENDATIONS

#	Finding	Recommendation	Due Date
1	<p>We performed a reconciliation of gross 2025 wages (from your payroll reports) to the wages reported to IMRF for several randomly selected employees. As a result of this reconciliation, we noted that you are not exempting IRS Code Section 125 plans from IMRF wages even though IRS Code Section 125 plans are exempt from all taxes.</p> <p>The following individuals were noted:</p> <ul style="list-style-type: none"> • David Howe • Katelyn Jaster • Kyle Martenson • Zachery Knighten • Karri Miller 	<p>In order to have IRS Code Section 125 deductions treated as IMRF wages, it will be necessary to pass the “Suggested Resolution to Include Compensation Paid Under an IRS Code 125 Plan as IMRF Earnings” with an effective date of when the Employer started reporting this way.</p> <p>If the employer chooses to pass the “Suggested Resolution to Include Compensation Paid Under an IRS Code 125 Plan as IMRF Earnings” retroactively, wage adjustments will be required for all affected IMRF members for the past 4 years whose Section 125 deductions were not reported as wages.</p> <p>If the governing body chooses not to pass the “Suggested Resolution to Include Compensation Paid Under an IRS Code 125 Plan as IMRF Earnings”, wage adjustments will be required for all affected IMRF members for the past 4 years. However, best practice is to adjust out the erroneously reported compensation back to the point it was first included in IMRF earnings.</p> <p>Please use Employer Access to adjust the wages and contributions for each impacted wage period (for amounts exceeding \$200 a year). For the Adjusting wages and contributions fields, enter the difference of the amounts that are being adjusted. If decreasing the wages and contributions enter a negative (-) before the amount (for example, if the previously reported wages were \$1,000 and what should have been reported is \$800, the adjusting wages would be -\$200). Also, please select “IMRF Audit Finding” as the “adjustment reason”.</p> <p>Please see the Wage Adjustment Procedures in the Employer Access Learning Center at imrf.org.</p> <p>If the employer plans to pay the member contributions on behalf of the impacted members and does not plan to collect the</p>	03/26/2026

#	Finding	Recommendation	Due Date
		<p>contributions from them, please contact a Wage Report Analyst at 800-728-7971 for additional instructions. This will have an impact on the correction by increasing the reportable wages and contributions owed.</p>	
2	<p>We performed a reconciliation of gross 2025 wages (from your payroll reports) to the wages reported to IMRF for several employees. As a result of this reconciliation, we noted that a taxable fringe benefit was not reported to IMRF one IMRF member. This fringe benefit, the personal use of an employer provided vehicle, is considered reportable earnings to IMRF.</p> <p>The following individual was noted:</p> <ul style="list-style-type: none"> • David Howe 	<p>Section 3.96 (F) of the IMRF Authorized Agent’s Manual defines how non-cash earnings or “fringe benefits” are to be reported. Automobile use is covered in subsection 5. It notes that “The value of the personal use of an automobile furnished by an employer is considered IMRF earnings.”</p> <p>Please make wage adjustments for ALL IMRF employees impacted for the past 4 years. Please use Employer Access to adjust the wages and contributions for each impacted wage period (for amounts exceeding \$200 a year). For the Adjusting wages and contributions fields, enter the difference of the amounts that are being adjusted (for example, if the previously reported wages were \$800 and what should have been reported is \$1,000, the adjusting wages would be \$200). Also, please select “IMRF Audit Finding” as the “adjustment reason”. Please see the Wage Adjustment Procedures in the Employer Access Learning Center at imrf.org.</p> <p>If the employer plans to pay the member contributions on behalf of the impacted members and does not plan to collect the contributions from them, please contact a Wage Report Analyst at 800-728-7971 for additional instructions. This will have an impact on the correction by increasing the reportable wages and contributions owed.</p>	03/26/2026

#	Finding	Recommendation	Due Date
3	<p>While reviewing the gross wages per the Employer's payroll registers for the month of October 2025 through December 2025, it was discovered that Karri Miller's wages as an Elected Official and as Collector were reported to IMRF. It was further noted that the Elected Clerk position by itself is not meeting the hourly standard.</p>	<p>Elected Official wages should not be reported to IMRF unless the position is meeting the hourly standard and the Election to Participate form is on file.</p> <p>Please use Employer Access to adjust the wages and contributions for each impacted wage period (for amounts exceeding \$200 a year). For the Adjusting wages and contributions fields, enter the difference of the amounts that are being adjusted. If decreasing the wages and contributions enter a negative (-) before the amount (for example, if the previously reported wages were \$1,000 and what should have been reported is \$800, the adjusting wages would be -\$200). Also, please select "IMRF Audit Finding" as the "adjustment reason".</p>	03/26/2026

WESTERGREN SUBDIVISION LETTER OF CREDIT AGREEMENT

THIS LETTER OF CREDIT AGREEMENT (“Agreement”) is made and entered into this ___ day of March, 2026 (the “Effective Date”), by and between CONTRY HOMES GROUP, LLC, a limited liability company organized and existing under the laws of the State of Illinois (“Builder”), and the VILLAGE OF POPLAR GROVE, ILLINOIS, an Illinois municipal corporation (“Village”). The Village and the Builder are at times collectively referred to herein as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, Westergren Subdivision (“Subdivision”) is an existing subdivision located within the Village of Poplar Grove, Illinois, which was previously platted and partially constructed but remains incomplete; and

WHEREAS, the Builder has purchased eighteen (18) lots within the Subdivision along the public right-of-way commonly identified as “Hughes Parkway”, as well as four (4) lots within the Subdivision along Sycamore Way, all of which are depicted on Exhibit “A”; and

WHEREAS, the purchased lots are identified by the following lot numbers, as depicted on Exhibit “A”: Lots 13-14-15-16-17-18-19-20-21-22-23-24-25-65-66-67-68-69-70-71-72-73 (the “Lots”); and

WHEREAS, the Builder desires to complete certain improvements in and around the Subdivision, including asphalt and curb and gutter repair (as delineated in Exhibit “B”) which have been evaluated by the Village Engineer (“Subdivision Improvements”); and

WHEREAS, as a condition to the approval, issuance, or continuation of certain permits, approvals, entitlements, or agreements related to the Subdivision Improvements, and as required by Section 9-3-5(A)(2) of the Village’s Code of Ordinances, the Village requires security to ensure completion of the aforementioned Subdivision Improvements, payment of fees or costs, warranty obligations, maintenance obligations, restoration, and other performance obligations of the Builder (the “Secured Obligations”); and

NOW, THEREFORE, to satisfy the Village’s security requirements, the Builder shall furnish and maintain, at its sole cost and expense, a letter of credit in a form acceptable to the Village, securing the completion of the Subdivision Improvements and the Secured Obligations.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I — DEFINITIONS

1.1 “Beneficiary” means the Village.

- 1.2 “Issuing Bank” means the financial institution that issues the Letter of Credit and which is in good standing in the United States of America and is located in, and authorized to do business within, the State of Illinois.
- 1.3 “Letter of Credit” or “LOC” means the irrevocable, standby letter of credit issued in favor of the Village under this Agreement, together with any amendments, extensions, supplements, or replacements.
- 1.4 “Draw” means a sight draft, draw certificate, or other conforming drawing presented by the Village to the Issuing Bank under the LOC in accordance with its terms.
- 1.5 “Subdivision” means the Westergren Subdivision located within the Village.
- 1.6 “Subdivision Improvements” means the agreed infrastructure improvements located in and around the Subdivision, including asphalt and curb and gutter repair (Exhibit “B”) which have been evaluated by the Village Engineer.
- 1.7 “Secured Obligations” means security required by the Village to ensure completion of the Subdivision Improvements, payments of fees or costs, warranty obligations, maintenance obligations, restoration, and other performance obligations of the Builder as a condition to the approval, issuance, or continuation of certain permits, approvals, entitlements, or agreements related to the Subdivision Improvements and as required by Section 9-3-5(A)(2) of the Village’s Code of Ordinances.

ARTICLE II —BUILDER OBLIGATIONS

- 2.1 Procurement and Delivery. After execution of this Agreement, and prior to an application for a building permit for any Lot, or permit of any kind related to the Subdivision Improvements, the Builder shall procure and deliver to the Village an LOC meeting the requirements of this Agreement in an initial face amount not less than \$194,289.17, which is 115% of the estimated costs of the Subdivision Improvements and Secured Obligations (the “Approved Amounts”).
- 2.2 Maintenance of LOC. Builder shall at all times maintain the LOC in full force and effect until released in accordance with the terms set forth in this Agreement. The LOC shall expire one (1) year from the Effective Date but can be renewed by mutual written agreement of the Parties for additional one (1) year terms. Any renewals shall be effectuated at least sixty (60) days prior to the expiration date.
- 2.3 Substitutions; Non-Interference; Fees; Increases; Reductions.
 - (a) Substitutions. Builder may substitute the LOC with a new LOC meeting the requirements of this Agreement provided that there is no gap in coverage and the Village approves the substitution in writing. Such approval from the Village

shall not be unreasonably withheld, conditioned, or delayed.

- (b) Non-Interference. Builder shall not take any action, or permit any action, that impairs the enforceability, availability, or value of the LOC.
- (c) Fees. Builder is solely responsible for all fees and charges issued by the Issuing Bank or otherwise incurred in connection with the LOC.
- (d) If costs to complete the Secured Obligations and Subdivision Improvements increase or if the Village, upon consultation with the Village Engineer, reasonably determines that the then-current LOC amount is insufficient, Builder shall cause the LOC to be increased to the required amount within thirty (30) days after written notice.
- (e) Reductions. Upon partial completion, acceptance, or satisfaction of portions of the Subdivision Improvements and Secured Obligations, Builder may request a reduction in the LOC amount. The Village may approve a reduction in an amount commensurate with the remaining Secured Obligations and Subdivision Improvements.

ARTICLE III —LETTER OF CREDIT TERMS AND CONDITIONS

- 3.1 The LOC shall be a clean, irrevocable, standby letter of credit, available by sight draft and a simple draw certificate in a form previously approved by the Village.
- 3.2 Beneficiary. The Beneficiary shall be the Village.
- 3.3 Availability; Expiration. The LOC shall be available for drawing until its expiration date and any subsequent renewals consistent with Section 2.2, above.
- 3.4 Draw Conditions. The LOC shall permit the Village to draw by presentation of: (a) a sight draft, and (b) a certificate signed by an authorized official of the Village stating that: (i) Builder is in default of one or more Secured Obligations; or (ii) funds are needed to pay costs, fees, or expenses authorized to be secured by the LOC under this Agreement.
- 3.5 Partial Draws; Multiple Draws. Partial and multiple draws shall be permitted.

ARTICLE IV — VILLAGE’S RIGHTS; USE OF PROCEEDS

- 4.1 Draws. Upon the occurrence of any event contemplated in Section 3.4, above, the Village may make one or more Draws in such amount as the Village deems reasonably necessary to protect the public interest or to complete or secure the Secured Obligations..

- 4.2 Application of Proceeds. Proceeds of any Draw may be applied to: (a) complete or cause the completion of the Subdivision Improvements; (b) correct defective or nonconforming work; (c) stabilize, secure, or restore the Subdivision; (d) pay unpaid fees, inspection and testing costs, professional services, and administrative costs incurred by the Village related to the Secured Obligations and Subdivision Improvements; and (e) reimburse the Village for costs, losses, and expenses (including reasonable attorneys' fees) incurred due to Builder's default under the Secured Obligations and Subdivision Improvements.
- 4.3 No Duty to Construct. The Village's right to use LOC proceeds does not obligate the Village to complete the Subdivision Improvements or assume responsibility for the same. The Village may, but is not required to, perform work directly or through contractors.
- 4.4 Surplus. After application of LOC proceeds and satisfaction of the Secured Obligations and related costs, any remaining funds shall be returned to the Issuing Bank for credit to Builder or otherwise remitted as directed in writing by Builder, subject to applicable law.

ARTICLE V — DEFAULT; NOTICE; CURE

- 5.1 Events of Default. Events of default include (a) failure to timely complete the Secured Obligations and Subdivision Improvements prior to the expiration of the term of the LOC as set forth in Section 2.2, above; (b) failure to maintain the LOC in the required form and amount; (c) Insolvency, bankruptcy, or receivership of Builder; or (e) any other material breach of this Agreement related to the Secured Obligations and Subdivision Improvements.
- 5.2 Notice and Opportunity to Cure. Except where immediate action is required to protect public health, safety, or welfare, or where under fourteen (14) days remain in the stated term of the LOC pursuant to Section 2.2, above, the Village shall provide Builder with fourteen (14) days' written notice of default and an opportunity to cure before making a Draw. If an Event of Default occurs with under fourteen (14) days remaining in the stated terms of the LOC pursuant to Section 2.2, above, the Village, upon notice provided to Builder, shall have an immediate right to a Draw in accordance with Article IV, above.

ARTICLE VI – REDUCTION AND RELEASE

- 6.1 Requests for Reduction. Builder may request reductions based on substantial completion, partial acceptance, or reduction in the remaining Secured Obligations. Requests shall include supporting documentation such as, but not necessarily limited to: (a) a certified pay application; (b) as-built drawings; and (c) inspection reports.
- 6.2 Inspections; Approvals. The Village Engineer, or any other official designated by the Village, may conduct inspections and require testing to verify eligibility for a reduction. The Village shall act reasonably and respond within thirty (30) days after

receipt of a complete request.

- 6.3 Final Release. Upon (a) completion and acceptance of all Subdivision Improvements; (b) expiration of all warranty and maintenance periods; (c) payment of all fees and costs; and (d) delivery of final lien waivers and as-built documents as required, the Village shall authorize the release of the remaining LOC amount and return or consent to cancellation of the LOC.

ARTICLE VII – COVENANTS

- 7.1 Compliance. Builder shall comply with all schedules and conditions related to the Secured Obligations.
- 7.2 Further Assurances. Builder and the Village shall each execute and deliver such additional documents and take such further actions as may be reasonably necessary to effectuate the purposes of this Agreement.
- 7.3 Cooperation with Inspections. Builder shall provide reasonable access for inspections, testing, and verification related to the Secured Obligations and Subdivision Improvements.

ARTICLE VIII – INDEMNIFICATION

- 8.1 Builder Indemnity. To the fullest extent permitted by law, Builder shall indemnify, defend, and hold harmless the Village and its officials, employees, and agents from and against any and all claims, liabilities, damages, losses, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Builder's breach of this Agreement; (b) performance or non-performance of the Secured Obligations and the Subdivision Improvements; or (c) the Village's Draws and application of LOC proceeds in accordance with this Agreement, except to the extent caused by the Village's willful misconduct.
- 8.2 No Indemnity by Village. The Village provides no indemnity to Builder.

ARTICLE IX- MISCELLANEOUS

- 9.1 Assignment. Builder may not assign this Agreement without the Village's prior written consent.
- 9.2 No Third-Party Beneficiaries. Except for the Issuing Bank's obligations under the LOC and as otherwise expressly stated, this Agreement is for the sole benefit of the Parties and any permitted successors and assigns.
- 9.3 Entire Agreement; Amendments. This Agreement, together with its incorporated

Exhibits, constitutes the entire agreement regarding the subject matter and supersedes prior understandings. Amendments must be in writing and executed by authorized representatives of both Parties.

- 9.4 Severability. If any provision is held invalid, the remainder of this Agreement shall not be affected.
- 9.5 Governing Law; Venue. This Agreement is governed by the laws of the State of Illinois, without regard to conflicts of law principles. The Parties agree that the proper venue for any action brought pursuant to or under this Agreement is the State of Illinois, 17th Judicial Circuit.
- 9.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.
- 9.7 No Waiver. No failure or delay by the Village in exercising any right or remedy shall operate as a waiver thereof.
- 9.8 Headings. Headings are for convenience only and do not affect interpretation.
- 9.9 The Parties acknowledge that each has had the opportunity to review this Agreement with legal counsel. This Agreement shall not be construed against either the Village or Builder as drafter.
- 9.10 Recitals. All recitals above are incorporated into the body of this Agreement by reference.
- 9.11 Notices. All notices, demands and requests required or permitted by this Agreement shall be in writing and shall be sent by facsimile, email, courier, certified mail, or hand delivery, as follows:

If to Builder:

Contry Homes Group, LLC
 Attn: Joe Contarino
 6551 E Riverside Blvd, Suite 111, Rockford, IL 61114
joe@contryhomes.com

If to Village:

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

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the

day and year first above written.

Contry Homes Group, LLC

Village of Poplar Grove, Illinois

By: _____
Joe Contarino

By: _____
Village President

Its: _____

Date: _____

Date: _____

ATTEST: _____
Village Clerk

Date: _____

EXHIBIT A

Commented [DB1]: This should be Exhibit "A" pursuant to my revisions



EXHIBIT B

Commented [DB2]: This should be Exhibit "B" pursuant to my revisions

Westergren Subdivision				
Sycamore St. (Oak Ln. to End) and Hughes Pkwy. (W of Westergren Way to Sycamore St.)				
Item	Unit	Quantity	Unit Cost	Total
Adjust Sanitary Manhole	EACH	1	\$1,200.00	\$1,200.00
Inlet Reconstruct	EACH	5	\$1,000.00	\$5,000.00
Curb and Gutter Remove and Replace, M-6.18 (radii)	LF	70	\$65.00	\$4,550.00
Curb and Gutter Remove and Replace, M-6.18 (inlets)	LF	50	\$65.00	\$3,250.00
HMA Binder Removal	SQ YD	125	\$10.00	\$1,250.00
Full Depth Stone Base Removal and Replacement	SQ YD	125	\$150.00	\$18,750.00
Televise Storm Sewer (Sycamore St sinkhole)	LF	30	\$100.00	\$3,000.00
Excavate and Repair storm sewer (Sycamore St)	L SUM	1	\$4,000.00	\$4,000.00
Edge Mill (7' Wide)	SQ YD	2105	\$3.50	\$7,367.50
Manhole Wedge Removal	EACH	3	\$150.00	\$450.00
HMA Leveling Binder	TON	55	\$180.00	\$9,900.00
HMA Binder Course, 1.5"	SQ YD	125	\$15.00	\$1,875.00
Pavement Cleaning and tack coat	SQ YD	4755	\$0.65	\$3,090.75
HMA Surface Course, 1.5"	SQ YD	440	\$115.00	\$50,600.00
			Subtotal	\$114,283.25
			Contingency, 5%	\$5,714.16
			Subtotal	\$119,997.41
Westergren Way (Oak Ln. to Hughes Pkwy.)				
Item	Unit	Quantity	Unit Cost	Total
Sidewalk Remove and Replace, 5"	SQ FT	120	\$25.00	\$3,000.00
Curb and Gutter Remove and Replace, M-6.18	LF	120	\$65.00	\$7,800.00
Edge Mill (7' Wide)	SQ YD	575	\$3.50	\$2,012.50
Manhole Wedge Removal	EACH	2	\$150.00	\$300.00
Pavement Cleaning and tack coat	SQ YD	2000	\$0.65	\$1,300.00
HMA Surface Course, 1.5"	SQ YD	185	\$115.00	\$21,275.00
			Subtotal	\$35,687.50
			Contingency, 5%	\$1,784.38
			Subtotal	\$37,471.88
Westergren Way at Oak Lane Intersection (area already paved)				
Item	Unit	Quantity	Unit Cost	Total
Curb and Gutter Remove and Replace, M-6.18	LF	60	\$65.00	\$3,900.00
HMA Surface Removal, 1.5"	SQ YD	475	\$3.50	\$1,662.50
Pavement Cleaning and tack coat	SQ YD	475	\$0.65	\$308.75
HMA Surface Course, 1.5"	SQ YD	44	\$115.00	\$5,060.00
			Subtotal	\$10,931.25
			Contingency, 5%	\$546.56
			Subtotal	\$11,477.81

RESIDENTIAL SUBDIVISION BUILDER AGREEMENT

THIS RESIDENTIAL SUBDIVISION BUILDER AGREEMENT (“Agreement”) is made and entered into this ___ day of March, 2026, by and between CONTRY HOMES GROUP, LLC, a limited liability company organized and existing under the laws of the State of Illinois (“Builder”), and the VILLAGE OF POPLAR GROVE, ILLINOIS, an Illinois municipal corporation (“Village”). The Village and the Builder are at times collectively referred to herein as the “Parties” or individually as a “Party”.

RECITALS

WHEREAS, Westergren Subdivision (“Subdivision”) is an existing subdivision located within the Village which was previously platted and partially constructed but remains incomplete; and

WHEREAS, the Builder has the exclusive rights to purchase ninety-three (93) undeveloped lots within the Subdivision by December 31, 2029; and

WHEREAS, the Builder desires to complete certain improvements in and around the Subdivision, including but not limited to the second lift of asphalt and repairs to curb and gutter (“Subdivision Improvements”); and

WHEREAS, Builder is willing to fund asphalt and concrete remediation work on “phases” it currently owns or purchases by December 31, 2029, without reimbursement credits from the Village.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I — DEFINITIONS

- 1.1 “Applicable laws” means all applicable federal, state, and local constitutions, statutes, laws, ordinances, codes, regulations, rules, orders, and judicial decisions, including Village ordinances and engineering standards, as amended from time to time.
- 1.2 “Certificate of Occupancy means a certificate issued by the Village authorizing occupancy of a building in accordance with Applicable Laws.
- 1.3 “Included Lots” means those lots that Developer has closed on or will close on before December 31, 2029. “Included Lots” are limited to the following lot numbers, all of which are depicted on Exhibit “A”: 10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-30-31-32-33-34-35-36-37-38-39-40-41-45-46-47-48-55-56-57-58-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-121-122-123-124-125-126-127-128-130-131-

140-141-142-143-144.

- 1.4 “Lot” means an individual platted lot within the Subdivision.
- 1.5 “Phase” means one (1) of four (4) development phases within the Subdivision as described in Article IX of this Agreement and depicted conceptually on Exhibit “A”.
- 1.6 “Subdivision” means the Westergren Subdivision located within the Village.
- 1.7 “Subdivision Improvements” means the agreed infrastructure improvements required for the Subdivision and each Phase, including without limitation the second lift of asphalt, curb and gutter repairs, and related remediation and improvements.

ARTICLE II —ACKNOWLEDGMENTS; NATURE OF DEVELOPMENT

- 2.1 Partially-Developed Subdivision. The Parties acknowledge and agree that the Subdivision is partially-developed and that the purpose of this Agreement is to establish the terms and conditions under which Builder will complete the Subdivision Improvements in a manner protective of the public health, safety, and welfare.
- 2.2 Purchase and Exclusive Rights. Builder represents that it has purchased, or intends to purchase, certain Included Lots by December 31, 2029.
- 2.3 No Village Reimbursement. Builder acknowledges that it shall fund the cost of asphalt and concrete remediation work for Phases it purchases without reimbursement credits from the Village.

ARTICLE III —FEES; CONTRIBUTIONS; CREDITS

- 3.1 Water Connection Fees. For Included Lots, the Builder shall pay a water connection fee in the amount of One Thousand Five Hundred Dollars (\$1,500.00) per Lot at the time of building permit issuance.
- 3.2 Sewer Connection Fees. For Included Lots, the sewer connection fees have been prepaid, and the Builder shall not be required to pay any additional sewer connection fees.
- 3.3 Impact Fees. Currently there are no impact fees being charged for the Westergren Subdivision, and the Village agrees that there will be no impact fees for the Included Lots.
- 3.4 No Credits. Builder acknowledges that it shall not be entitled to reimbursement credits or recapture for asphalt and concrete remediation work within the Phases covered by this Agreement.

ARTICLE IV — UTILITIES; RESPONSIBILITIES

- 4.1 Village Responsibility. The Village shall be responsible for the condition, maintenance, and repair of the public water and sanitary sewer systems up to the property line of each Included Lot within the Subdivision. By way of example and without limitation, if a curb stop box (B-Box) or similar component of the water service is damaged, bent, or otherwise deficient prior to commencement of construction on a lot, the Village shall repair or replace the same at its sole cost and expense.
- 4.2 Builder Responsibility. Except for the public water and sanitary sewer systems, the Builder shall be responsible for the condition & maintenance of all other utilities on the Included Lots, including but not limited to electric, natural gas, internet, cable, and any related facilities or infrastructure.
- 4.3. Utility Coordination. Builder shall coordinate with all utility providers to ensure timely service availability, relocation, and approvals as needed for each Phase.

ARTICLE V — PERMITS AND INSPECTIONS

- 5.1 Compliance. Builder shall perform all work in compliance with Applicable Laws and Village standards.
- 5.2 Permits. Builder shall obtain all required permits and approvals prior to commencing any work and shall pay all related fees, except as otherwise specified herein.
- 5.3. Testing and Inspection. Builder shall provide timely notice for inspections and shall pay for all testing required by the Village, including pavement cores, compaction testing, and concrete testing. Failed tests shall be retested at Builder’s expense.
- 5.4. Building Permits and Certificates of Occupancy. Building permits and Certificates of Occupancy for Lots within a Phase shall be issued in accordance with Village ordinances and this Agreement.
- 5.5. Permit Holds. The Village may withhold building permits and/or Certificates of Occupancy for any Lots within a Phase if Builder fails to timely post or maintain security, comply with approved plans, correct unsafe conditions, or pay required fees.

ARTICLE VI — REPRESENTATIONS AND WARRANTIES

- 6.1 Builder’s Representations. Builder represents and warrants that:
 - a. It is duly organized, validly existing, and in good standing under the laws of

the State of Illinois;

b. It has full authority to enter into and perform its obligations under this Agreement; and

c. Execution and performance of this Agreement shall not violate any agreement or instrument to which Builder is bound.

6.2 Village Representations. Village represents and warrants that:

a. It is a municipal corporation duly organized and in good standing under the laws of the State of Illinois;

b. It has full authority to enter into and perform its obligations under this Agreement; and

c. This Agreement has been duly authorized by all necessary official action.

ARTICLE VII —INSURANCE; INDEMNIFICATION; SAFETY

7.1 Requirements. Builder shall maintain the following insurance policies and limits during the repairs of the subdivision:

- Commercial General Liability: \$1,000,000 each occurrence; \$2,000,000 aggregate
- Auto Liability: \$1,000,000 combined single limit (each accident)
- Workers Compensation: \$500,000
- The Village shall be named as an additional insured on all policies.

7.2 Certificates; Endorsements. Prior to commencing work, Builder shall deliver certificates of insurance and add additional insured endorsements acceptable to the Village. Policies shall be primary and non-contributory with Village coverage and include waiver of subrogation in favor of the Village where permissible.

7.3 Indemnification. To the fullest extent permissible by law, Builder shall indemnify, defend, and hold harmless the Village and its officers, officials, employees, agents and consultants from and against any and all claims, damages, losses, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to Builder’s or its contractors’ performance of this Agreement, except to the extent caused by the Village’s sole negligence or willful misconduct.

7.4 Site Safety. Builder is solely responsible for site safety and protection of the public.

ARTICLE VIII — DEFAULT AND REMEDIES

8.1 Default & Remedies. Notwithstanding anything to the contrary, the failure of the Village or Builder to comply with any of the provisions, covenants or conditions of this Agreement shall be a material breach of this Agreement. In such event the non-defaulting party shall send written notice to the defaulting party notifying and identifying the nature of the default. The defaulting party shall then have 14 days to cure such breach. If the nature of the default is not capable of being cured in 14 days, so long as the defaulting party commences to cure the default within said 14 days and diligently pursues the cure to completion, the defaulting party shall not be deemed to have committed a default. In the event a default is not timely cured, the non-defaulting party may pursue any and all rights and remedies that it may have at law or in equity, including but not limited to termination of this Agreement. In any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and fees, including its reasonable attorneys’ fees.

ARTICLE IX – PHASING OF DEVELOPMENT; SCOPE

- 9.1 Phases. Development of the Subdivision is contemplated in four (4) separate Phases. The approximate boundaries and lot groupings for each Phase are shown on the conceptual phasing diagram attached as Exhibit “A”. The final delineating of each Phase shall be established in the approved plans and may be adjusted with the Village’s prior written approval, provided such adjustments maintain continuity of public improvements and do not impair public safety.
- 9.2 Phase Work. For each Phase, Builder shall complete all agreed Subdivision Improvements required to provide safe and functional infrastructure serving the Lots within that Phase.
- 9.3 Inter-Phase Dependencies. Builder shall design and sequence work to avoid creating unsafe or non-functional conditions between Phases. Temporary measures (including but not limited to pavement tapers, erosion control and temporary signage) shall be installed and maintained until final conditions are achieved.
- 9.4. Plans and Specifications. For each Phase, prior to commencement of work, Builder shall review the Village Engineer’s list of required remediation and completion items for that Phase as set forth in Section 10.2 and shall then prepare a written cost estimate for all identified work and submit it for Village review and approval.

ARTICLE X – PERFORMANCE GUARANTEES

10.1 Performance Security. Prior to issuance of any building permit or commencement of Subdivision Improvements within a Phase, Builder shall deliver to the Village an irrevocable standby letter of credit, in conformance with the applicable Letter of Credit

Agreement then in place between the Village and the Builder.

- 10.2 Inspection and Costing. Following Builder’s acquisition of Lots within a Phase, the Village Engineer shall inspect existing public improvements to identify required remediation and completion items for that Phase. Builder shall then prepare a written cost estimate for all identified work and submit it for Village review and approval.
- 10.3. Security Amount; Draws; Increase, Reduction, and Release. The required letter of credit amount for each Phase shall be specified in the applicable Letter of Credit Agreement then in place between the Village and the Builder. The Village may draw on the letter of credit only in accordance with the terms set forth in the applicable Letter of Credit Agreement then in place between the Village and the Builder. Any increases in the amount required to be maintained in a letter of credit, reductions in the amount of a letter of credit, and the release of a letter of credit shall all be governed by the terms set forth in the applicable Letter of Credit Agreement then in place between the Village and the Builder.

ARTICLE XI – MISCELLANEOUS

- 11.1 Incorporation of Recitals. The Recitals to this Agreement are incorporated into the body of this Agreement by reference.
- 11.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral.
- 11.3. Amendments. No amendment to this Agreement shall be effective unless in writing and signed by both Parties.
- 11.4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The Parties agree that the proper venue for any action brought pursuant to or under this Agreement is the State of Illinois, 17th Judicial Circuit.
- 11.5. Assignment. Builder may not assign this Agreement, in whole or in part, without the Village’s prior written consent.
- 11.6. Liens. Builder shall promptly pay contractors and suppliers and keep the Subdivision free of mechanics’ liens. If a lien is recorded, Builder shall bond off, discharge, or otherwise resolve the lien within thirty (30) days of notice.
- 11.7. No Waiver; Cumulative Remedies. No failure or delay in exercising any right operates as a waiver. Remedies are cumulative.
- 11.8. Severability. If any provision of this Agreement is held invalid, the remaining provisions of this Agreement shall not be affected.

- 11.9. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of this Agreement.
- 11.10. Counterparts. This Agreement may be executed in counterparts, with each copy constituting an original.
- 11.11. Notices. All notices, demands and requests required or permitted by this Agreement shall be in writing and shall be sent by facsimile, email, courier, certified mail, or hand delivery, as follows:

If to Builder:

Contry Homes Group, LLC
 Attn: Joe Contarino
 6551 E Riverside Blvd, Suite 111, Rockford, IL 61114
info@contryhomes.com

If to Village:

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

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

Contry Homes Group, LLC

Village of Poplar Grove. Illinois

By: _____
Joe Contarino

By: _____
Village President

Its: _____

Date: _____

Date: _____

ATTEST: _____
Village Clerk

Date: _____

EXHIBIT A

Exhibit A | Approximate Subdivision Phasing

- 28 Lots
- 15 Lots
- 25 Lots
- 25 Lots

