VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Monday, October 08, 2018 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

AGENDA

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

APPROVAL OF AGENDA (Voice Vote)

APPROVAL OF MINUTES (Voice Vote)

1. Motion to approve Minutes from September 18, 2018

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.*

FINANCE AND PUBLIC WORKS, TRUSTEE ERICKSON

2. Motion to approve check disbursement report payment of $263,736.04

NEW BUSINESS

3. Discuss/Approve **Resolution 18-16** a Resolution of the Village of Poplar Grove, Illinois Authorizing the Village President to sign a Waiver and Release Agreement with Diana Dykstra
4. Discuss/Approve **Resolution 18-17** a Resolution of the Village of Poplar Grove, Illinois Authorizing the Village President to sign a Waiver and Release Agreement with Joseph Capovilla
5. Discuss/Approve the Appointment of Treasurer

GOOD OF THE VILLAGE

6. Trick or Treating - Wednesday October 31, 2018 - 4:00pm - 7:00pm
   Administration & Zoning- Monday November 12, 2018 - 6:30pm
   Finance & Public Works Meeting- Monday November 12, 2018 6:30pm
   Ordinance Sub Committee Meeting- Thursday November 15, 2018 7:00pm
   Village Board of Trustees Meeting - Wednesday November 14, 2018 7:00pm
   Planning & Zoning Meeting - Wednesday November 28, 2018 - 7:00pm

ADJOURNMENT (Voice Vote)

KJA 10/05/2018

VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, September 19, 2018 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

MINUTES

ROLL CALL
Meeting was called to order by President Costanza at 7:01pm
PRESENT
President Owen Costanza
Trustee Ron Quimby
Trustee Neeley Erickson
Trustee Erin Walsh
Trustee Eric Miller
Attorney Roxanne Sosnowski
Clerk Karri Anderberg
Deputy Clerk Katie Jaster
ABSENT
Trustee Jeff Goings
Trustee Sophia Ramdass

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)
No Phone Participation

APPROVAL OF AGENDA (Voice Vote)
Motion made by Trustee Quimby, Seconded by Trustee Erickson.
Voting Yea: Trustee Quimby, Trustee Erickson, Trustee Walsh, Trustee Miller
Motion made by Trustee Erickson, Seconded by Trustee Miller to remove item 9 and move to a later date. Voting Yea: Trustee Quimby, Trustee Erickson, Trustee Walsh, Trustee Miller

APPROVAL OF MINUTES (Voice Vote)
1. Motion to Approve Minutes from the August 15, 2018 Meeting

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

No Public Comment

PROCLAMATION

2. Proclamation in Recognition of the American Payroll Association 2018
   President Costanza presented American Payroll Association Proclamation.

NEW BUSINESS

3. Motion to approve Village of Poplar Grove, Illinois Auditors' Report from Lauterbach and Amen, LLP
   Motion made by Trustee Miller, Seconded by Trustee Erickson.
   Voting Yea: Trustee Quimby, Trustee Erickson, Trustee Walsh, Trustee Miller
   Jen Martinson came to the meeting and presented the aduit.
4. Motion to approve Halloween Tricking or Treating hours
   Motion made by Trustee Erickson, Seconded by Trustee Quimby.
   Voting Yea: Trustee Quimby, Trustee Erickson, Trustee Walsh, Trustee Miller
   Halloween Hours will be 10/31/2018 from 4pm - 7pm

ADMINISTRATION & ZONING, TRUSTEE QUIMBY

5. Motion to approve **ordinance 18-21** an Ordinance Amending Title 8, Zoning, Chapter 2, Rules and Chapter 6, Zoning Districts and Land Use Regulations of the Village of Poplar Grove Municipal Code
   Motion made by Trustee Quimby, Seconded by Trustee Miller.
   Voting Yea: President Costanza, Trustee Quimby, Trustee Walsh, Trustee Miller
   Voting Nay: Trustee Erickson

6. Motion to approve o**rdinance 18-22** an Ordinance Amending Chapter 5, Village Board of Trustees of Title 1 of the Village of Poplar Grove, Illinois of Ordinances.
   Motion made by Trustee Quimby, Seconded by Trustee Miller.
   Voting Yea: Trustee Quimby, Trustee Erickson, Trustee Walsh, Trustee Miller

7. Motion to approve **ordinance 18-23** an Ordinance of the Village of Poplar Grove, Boone County, Illinois, Ascertaining the Prevailing Rate of Wages for Laborers, Workmen and Mechanics Employed on Public Works of said Village.
   Motion made by Trustee Quimby, Seconded by Trustee Miller.
   Voting Yea: Trustee Quimby, Trustee Erickson, Trustee Walsh, Trustee Miller

FINANCE AND PUBLIC WORKS, TRUSTEE ERICKSON

8. Motion to approve check disbursement report payment of $152,298.01 **(roll call)**

Motion made by Trustee Quimby, Seconded by Trustee Miller.
Voting Yea: Trustee Quimby, Trustee Erickson, Trustee Walsh, Trustee Miller

9. Motion to approve Advanced Disposal service agreement.
removed and will be voted on at future meeting.
10. Motion to approve Comfort Solutions Heating and Air Conditioning contract in the amount of $5,553.00
Motion made by Trustee Quimby, Seconded by Trustee Miller.
Voting Yea: Trustee Quimby, Trustee Erickson, Trustee Walsh, Trustee Miller

11. Motion to Wave Bid Process for the purchase of the 2005 International 7300 Dump Truck
Motion made by Trustee Miller, Seconded by Trustee Walsh.
Voting Yea: Trustee Quimby, Trustee Erickson, Trustee Walsh, Trustee Miller

12. Motion to approve the purchase of the 2005 international 7300 dump truck in the amount of $48,030.00
Motion made by Trustee Quimby, Seconded by Trustee Miller.
Voting Yea: Trustee Quimby, Trustee Erickson, Trustee Walsh, Trustee Miller

13. Discussion and possible recommendation to the Village Board to approve **ordinance 18-24** an Ordinance of the Village of Poplar Grove, Illinois Amending Title 1(Administration), Chapter 6 (Village Officers and Employees), Article B (village Treasurer), Section 1-6B-2 (Salary) of the Village of Poplar Grove Code of Ordinances
Motion made by Trustee Quimby, Seconded by Trustee Miller.
Voting Yea: Trustee Quimby, Trustee Erickson, Trustee Walsh, Trustee Miller

14. Motion to approve **Ordinance 18-26** an Ordinance of the Village of Poplar Grove, Illinois Amending Tittle 1 (Administration), Chapter 10 (Purchasing Procedures) of the Village of Poplar Grove Code of Ordinances
Motion made by Trustee Quimby, Seconded by Trustee Miller.
Voting Yea: Trustee Quimby, Trustee Erickson, Trustee Walsh, Trustee Miller

15. Motion to approve **ordinance 18-27** an Ordinance Authorizing the Sale of Certain Personal Property Owned by the Village of Poplar Grove, Illinois
Motion made by Trustee Walsh, Seconded by Trustee Miller.
Voting Yea: Trustee Quimby, Trustee Erickson, Trustee Walsh, Trustee Miller

GOOD OF THE VILLAGE

16. Administration & Zoning- October 8, 2018 6:30pm
Finance & Public Works Meeting- October 8, 2018 6:30pm
Ordinance Sub Committee Meeting - October 18, 2018 7:00pm
Village Board of Trustees Meeting - October 17, 2018 7:00pm

Planning and Zoning Meeting - October 24, 2018 7:00pm

EXECUTIVE SESSION

17. Motion to go into Executive Session for the purposes of Personnel exempt pursuant to 5 ILCS 120/2(c)(1).
Motion made by Trustee Walsh, Seconded by Trustee Miller.
Voting Yea: Trustee Quimby, Trustee Erickson, Trustee Walsh, Trustee Miller
Open Session ended at 7:30pm
Village Board went into executive session at 7:34pm.
Village Board went out of executive session at 8:35pm

Roll Call
PRESENT
President Owen Costanza
Trustee Ron Quimby
Trustee Neeley Erickson
Trustee Erin Walsh
Trustee Eric Miller
Trustee Jeff Goings (came to Village Board meeting at 7:29pm)
Clerk Karri Anderberg
ABSENT
Trustee Sophia Ramdass

ADJOURNMENT (Voice Vote)

Motion made by Trustee Goings, Seconded by Trustee Miller.
Voting Yea: Trustee Quimby, Trustee Goings, Trustee Erickson, Trustee Walsh, Trustee Miller
Meeting Adjourned at 8:35pm

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF POPLAR GROVE
EXP CHECK RUN DATES 09/24/2018 - 10/17/2018
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 01 GENERAL FUND							
Dept 50 ADMIN							
01-50-4201	CONTRACTED LABOR - OTHER	SIKICH LLP - ACCOUNTI	ACCOUNTING SERVICES AUG.2018	355588	10/18/18	3,072.80	
01-50-4202	TELEPHONE & INTERNET SER	MEDIACOM	VILLAGE HALL PHONE, INTERNET, EMAI	838491225009006	10/18/18	651.31	
01-50-4203	WEB SITE MAINTENANCE	GOVOFFICE LLC	YEAR 2 WEBSITE DESIGN CONTRACT	43089	10/19/18	1,850.00	
01-50-4204	UTILITIES	COMED	PW SHOP 7/26-8/24/18 -FREEPORT ENE	5057089018SEPT1	10/30/18	25.77	
01-50-4207	TRAINING	HILTON HOTEL & RESORT	HOTEL FOR IML CONFERENCE: CLERK AN	92018-902318IML	10/20/18	571.67	
01-50-4207	TRAINING	HILTON HOTEL & RESORT	HOTEL FOR IML CONFERENCE - VILLAGE	92018-92318IMLC	10/20/18	975.27	
01-50-4207	TRAINING	ILLINOIS MUNICIPAL LE	VILLAGE PRES. IML CONFERENCE REGIS	02210C	10/20/18	150.00	
01-50-4207	TRAINING	SKILL PATH - NAT'L SE	STRENGTHENING PEOPLE SKILL SEMINAR	11908901	10/20/18	199.00	
01-50-4207	TRAINING	HBA OF THE GREATER RO	GENERAL MEMBERSHIP MTG 10/20/18 -V	10202018-VPRES.	10/20/18	40.00	
01-50-4209	PUBLICATION COST	BOONE COUNTY JOURNAL	LEGAL NOTICE ORD. 18-19 & 18-20 ON	00022047	09/17/18	580.00	
01-50-4211	AUDITING SERVICES	LAUTERBACH & AMEN, LL	FY18 AUDIT/FINAL BILLING	30816	10/14/18	2,000.00	
01-50-4212	ENGINEERING SERVICES	MCMAHON ASSOCIATES, I	ENGINEERING AS NEEDED AUG.2018	0701219	10/19/18	1,400.20	
01-50-4213	LEGAL SERVICES	CLARK BAIRD SMITH LLP	UNION LABOR GENERAL: GRIEVANCE 8/2	13101-001-10346	09/30/18	1,088.75	
01-50-4213	LEGAL SERVICES	SOSNOWSKI SZETO, LLP	LEGAL SRVCS: GENERAL SEPT2018	450002.0000-190	10/30/18	7,959.00	
01-50-4213	LEGAL SERVICES	SOSNOWSKI SZETO, LLP	LEGAL SRVCS: FORREST PALLET SEPT20	450002.0001-190	10/30/18	2,070.00	
01-50-4213	LEGAL SERVICES	SOSNOWSKI SZETO, LLP	LEGAL SRVCS: LABOR SEPT2018	450002.0003-190	10/30/18	3,240.00	
01-50-4213	LEGAL SERVICES	SOSNOWSKI SZETO, LLP	LEGAL SRVCS: HAWTHORNE MEADOWS SEP	450002.0005-191	10/30/18	105.00	
01-50-4213	LEGAL SERVICES	SOSNOWSKI SZETO, LLP	LEGAL SRVCS: WESTERGREN SUB. SEPT2	450002.0006-191	10/30/18	105.00	
01-50-4213	LEGAL SERVICES	SOSNOWSKI SZETO, LLP	LEGAL SRVCS: PLANNING & ZONING SEP	450002.0007-191	10/30/18	35.00	
01-50-4214	OFFICE SYSTEM SUPPORT	ADOBE SYSTEMS INC.	ADOBE SOFTWARE-OFFICE SYSTEM SUPPO	ADB040194536	10/20/18	191.12	
01-50-4214	OFFICE SYSTEM SUPPORT	ROCKFORD BUSINESS SYS	COPY MACHINE MAINTENANCE JULY & AU	13704	10/10/18	171.39	
01-50-4214	OFFICE SYSTEM SUPPORT	ENTRE COMPUTER SOLUTI	2-HD LED 21.5 COMPUTER SCREENS @ A	00117471	10/25/18	235.46	
01-50-4214	OFFICE SYSTEM SUPPORT	PITNEY BOWES GLOBAL F	POSTAGE/FOLDER LEASE EQUIPMENT 7/3	3102505291	10/30/18	1,400.73	
01-50-4215	CONTRACT INSPECTION SERV	B&F CONSTRUCTION CODE	BLDG PLAN REVIEW - SFR 218 CRESS C	50068	10/12/18	225.00	
01-50-4218	CODIFICATION	AMERICAN LEGAL PUBLIS	2018 S-8 CODE SUPPLEMENT PGS AUG.2	0123938	09/28/18	2,398.28	
01-50-4219	CUSTODIAL SERVICES	HIRE TRACI II	CUSTODIAL SERVICES SEPT.2018	996	10/29/18	410.00	
01-50-4221	VILLAGE CLERK ADMINISTRA	HILTON HOTEL & RESORT	HOTEL FOR IML CONFERENCE: CLERK AN	92018-902318IML	10/20/18	571.68	
01-50-4223	IT SERVICES	ENTRE COMPUTER SOLUTI	IT SERVICES SEPT.2018	00117798	10/29/18	314.00	
01-50-4300	OFFICE SUPPLIES	PITNEY BOWES GLOBAL F	5,000 WINDOW #10 BUSINESS ENVELOPE	1009282514	10/13/18	308.00	
01-50-4300	OFFICE SUPPLIES	QUILL	OFFICE SUPPLIES: PRONG EMPLOYEE FI	1180443	10/14/18	141.48	
01-50-4300	OFFICE SUPPLIES	QUILL	FILE KEEPERS-VERTICAL & FLAT	1189311	10/14/18	96.66	
01-50-4300	OFFICE SUPPLIES	VISTAPRINT	BUSINESS CARDS FOR FRONT OFFICE CL	LT2R3-05A12-712	10/20/18	22.29	
01-50-4301	MAINTENANCE SUPPLIES	ABBY PEST ELIMINATION	VILLAGE HALL PEST CONTROL 9/2018	6193	10/10/18	45.00	
01-50-4301	MAINTENANCE SUPPLIES	CERONI PIPING COMPANY	BACKFLOW INSPECTION @ SWWTP & VILL	37846	10/04/18	125.00	
01-50-4301	MAINTENANCE SUPPLIES	CINTAS LOC#19M	SOAP, SANI-CLIPS, UNIFORM/JEAN CLE	19M123361	10/20/18	10.42	
01-50-4301	MAINTENANCE SUPPLIES	CINTAS LOC#19M	SOAP, SANI-CLIPS, UNIFORM CLEANING	19M124697	10/27/18	10.42	
01-50-4301	MAINTENANCE SUPPLIES	CINTAS LOC#19M	SOAP, SANI-CLIPS, UNIFORM/JEAN CLE	19M120722	10/30/18	10.42	
01-50-4301	MAINTENANCE SUPPLIES	CINTAS LOC#19M	SOAP, SANI-CLIPS, UNIFORM/JEAN CLE	19M122045	10/30/18	10.42	
01-50-4302	OPERATING SUPPLIES	MR. GOODWATER	DRINKING WATER FOR VH, PW & WWTP 9	10012018	10/05/18	25.82	
01-50-4400	CAPITAL OUTLAY - VILLAGE	ENTRE COMPUTER SOLUTI	ACCT & BILLING CLERK DESK COMPUTER	00117241	10/12/18	818.23	
01-50-4400	CAPITAL OUTLAY - VILLAGE	ENTRE COMPUTER SOLUTI	INSTALL & SET UP OF COMPUTER 9/13/	00117273	10/14/18	750.00	
01-50-4500	MISCELLANEOUS EXPENSE	WALMART	CAKE FOR STAFF MEETING-ADMIN.	08312018	10/20/18	16.96	
01-50-4970	SIMERL LAND REPAYMENT	SIMERL, ROBINETTE K.	SIMERL LOAN 11 ACRES INTEREST & PR	FY19-SL-11-1001	10/01/18	8,610.82	24516
01-50-4970	SIMERL LAND REPAYMENT	SIMERL, ROBINETTE K.	SIMERL LOAN 4.3 ACRES INTEREST & P	FY19-SL-4.3-100	10/01/18	4,305.42	24517
01-50-4971	LAND PURCHASE	POPLAR GROVE STATE BA	CASHIERS CHECK FOR LAND PURCHASE 5	BB261116COM	09/24/18	9,200.50	24515
			Total For Dept 50 ADMIN			56,544.29	
Dept 52 PARKS							
01-52-4225	LANDSCAPING PARKS	NORTHERN ILLINOIS SER	BEDROCK FOR DRAINAGE AREA	51752	10/14/18	18.38	
01-52-4304	MAINTENANCE SUPPLIES	CINTAS LOC#19M	SOAP, SANI-CLIPS, UNIFORM/JEAN CLE	19M123361	10/20/18	4.60	
01-52-4304	MAINTENANCE SUPPLIES	CINTAS LOC#19M	SOAP, SANI-CLIPS, UNIFORM CLEANING	19M124697	10/27/18	4.60	
01-52-4304	MAINTENANCE SUPPLIES	CINTAS LOC#19M	SOAP, SANI-CLIPS, UNIFORM/JEAN CLE	19M120722	10/30/18	4.60	
01-52-4304	MAINTENANCE SUPPLIES	CINTAS LOC#19M	SOAP, SANI-CLIPS, UNIFORM/JEAN CLE	19M122045	10/30/18	4.60	

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount Check
Fund 01 GENERAL FUND						
Dept 52 PARKS						
01-52-4304	MAINTENANCE SUPPLIES	R.J. DANIELS FUEL & T	ZERO TURN TIRE REPLACEMENT (1)	449404	10/27/18	51.49
01-52-4304	MAINTENANCE SUPPLIES	UNITED SANITATION SER	PORTA POTTY VET. MEM. PARK SEPT201	41193	10/26/18	150.00
			Total For Dept 52 PARKS			238.27
Dept 53 STREETS						
01-53-4080	STREETS UNIFORM ALLOWANC	AMAZON.COM	4XL LONG SLEVE T-SHIRT FOR PW	114-8428660-546	10/07/18	34.99
01-53-4080	STREETS UNIFORM ALLOWANC	BLAIN'S FARM & FLEET	PW L.SLEEVE T-SHIRTS, DRILL & DRIV	4610	10/07/18	139.96
01-53-4107	UNIFORM CLEANING SERVICE	CINTAS LOC#19M	SOAP, SANI-CLIPS, UNIFORM/JEAN CLE	19M123361	10/20/18	21.08
01-53-4107	UNIFORM CLEANING SERVICE	CINTAS LOC#19M	SOAP, SANI-CLIPS, UNIFORM CLEANING	19M124697	10/27/18	21.08
01-53-4107	UNIFORM CLEANING SERVICE	CINTAS LOC#19M	SOAP, SANI-CLIPS, UNIFORM/JEAN CLE	19M120722	10/30/18	21.08
01-53-4107	UNIFORM CLEANING SERVICE	CINTAS LOC#19M	SOAP, SANI-CLIPS, UNIFORM/JEAN CLE	19M122045	10/30/18	21.08
01-53-4202	TELEPHONE & INTERNET SER	U.S. CELLULAR	PW & NWWTP CALL FWD & HOT SPOT 9/2	0270384789-9265	10/23/18	127.75
01-53-4205	TRAVEL REIMBURSEMENTS	ILLINOIS I-PASS	TOLLS FOR PW TRAINING SANDWICH, IL	M167489-9212018	10/20/18	13.05
01-53-4207	TRAINING	ILLINOIS SECTION AMER	TRAINING FIELD DAY 9/25/18 2-PW EM	200038370	10/20/18	99.00
01-53-4226	VEHCLE MAINTENANCE	DECKER 24HR TRUCK & T	2005 INT'L DUMP TRUCK EMERG. REPAI	23469	10/17/18	3,299.31
01-53-4226	VEHCLE MAINTENANCE	DECKER 24HR TRUCK & T	07" INT'L CHASIS EMERGENCY REPAIR	23512	10/19/18	413.82
01-53-4226	VEHCLE MAINTENANCE	DECKER 24HR TRUCK & T	07'' INT'L CHASSIS REPAIR PARTS &	INV-23422	10/30/18	2,198.10
01-53-4227	EQUIPMENT MAINTENANCE	OWEN COSTANZA	PART-POWER WASHER MAINTENANCE FROM	443015104	09/20/18	35.00
01-53-4228	MAINTENANCE	LINCOLN RENT-ALL & LA	CHIPPER SHREDDER RENTAL @ RAVENSCR	281686	10/12/18	535.00
01-53-4228	MAINTENANCE	WILLIAM CHARLES CONST	COLD PATCH POTHOLE REPAIR	115519	10/15/18	273.45
01-53-4230	STREET LIGHTING SERVICES	COMED	COMMUNITY & DUSK 2 DAWN STREET LIG	1233092031SEPT2	10/31/18	3,804.23
01-53-4301	MAINTENANCE SUPPLIES	SHERMAN WILLIAMS CO.	STENCIL - SHCOOL ZONE AREA	5910-4	09/30/18	250.00
01-53-4301	MAINTENANCE SUPPLIES	ABBY PEST ELIMINATION	EDSON SHOP PEST CONTROL 9/2018	6195	10/14/18	65.00
01-53-4301	MAINTENANCE SUPPLIES	NAPA AUTO PARTS	2011 TRUCK REPAIR/MAINTENANCE PART	263654	10/30/18	567.12
01-53-4301	MAINTENANCE SUPPLIES	NORWEST CONSTRUCTION,	SEALCOAT & STRIPPING @ VILLAGE HAL	4535	10/17/18	5,696.00
01-53-4302	OPERATING SUPPLIES	MR. GOODWATER	DRINKING WATER FOR VH, PW & WWTP 9	10012018	10/05/18	5.88
01-53-4302	OPERATING SUPPLIES	BLAIN'S FARM & FLEET	12" ADJ. WRENCH, 18" OVERSHOES	5132	10/13/18	62.88
01-53-4302	OPERATING SUPPLIES	BLAIN'S FARM & FLEET	18" YW OVERSHOE SIZE 11	5329	10/13/18	37.99
01-53-4302	OPERATING SUPPLIES	BLAIN'S FARM & FLEET	SOCKET SETS, WRENCH, SHOP TOWELS-W	5756	10/21/18	95.79
01-53-4302	OPERATING SUPPLIES	BLAIN'S FARM & FLEET	PW L.SLEEVE T-SHIRTS, DRILL & DRIV	4610	10/07/18	29.99
01-53-4302	OPERATING SUPPLIES	POPLAR GROVE HARDWARE	DUCT TAPE FOR PW TRUCKS	124388	10/10/18	5.79
01-53-4303	GASOLINE AND OIL	WEX BANK - MARATHON F	PUBLIC WORKS FUEL SEPT.2018	55911118	10/05/18	872.50
01-53-4407	CAPITAL OUTLAY - VEHICLE	BONNELL INDUSTRIES, I	2005 INT'L 7300 DUMP TRUCK W/ATTAC	PO#0126611	10/28/18	48,030.00
01-53-4500	MISCELLANEOUS EXPENSE	LUNDIN, CURTIS	DRIVING RECORD WISC.DMV - STATE O	WS2CRE002811305	10/20/18	5.09
01-53-4500	MISCELLANEOUS EXPENSE	STEWART & ASSOCIATES	NATHAN BULLARD BACKGROUND CHECK 9/	91971	10/30/18	46.00
			Total For Dept 53 STREETS			66,828.01
			Total For Fund 01 GENERAL FUND			123,610.57
Fund 31 WATER & SEWER FUND						
Dept 50 ADMIN						
31-50-4202	TELEPHONE & INTERNET SER	FRONTIER	WHITING RD L/S 8/20-9/19/18	8157651914SEPT2	10/15/18	69.81
31-50-4202	TELEPHONE & INTERNET SER	FRONTIER	12211 RT 76 SWWTP 8/20-9/19/18	8155477209SEPT2	10/15/18	56.12
31-50-4202	TELEPHONE & INTERNET SER	FRONTIER	COUNTRYSIDE W#4 8/20-9/19/18	8157659169SEPT2	10/15/18	45.00
31-50-4202	TELEPHONE & INTERNET SER	FRONTIER	NWWTP MAIN & FAX LINE 8/20-9/19/18	8157652456SEPT2	10/15/18	105.28
31-50-4202	TELEPHONE & INTERNET SER	FRONTIER	SPECIAL ACCESS LINES 8/20-9/19/18	2170497024SEPT2	10/15/18	81.90
31-50-4202	TELEPHONE & INTERNET SER	FRONTIER	3 L/S, W#3,5&6 DIALER LINES 8/20-9	2241590281SEPT2	10/15/18	314.29
31-50-4202	TELEPHONE & INTERNET SER	FRONTIER	PRAIRIE KNOLL L/S 8/20-9/19/18	8155440520SEPT2	10/15/18	45.05
31-50-4202	TELEPHONE & INTERNET SER	FOX VALLEY INTERNET,	NWWTP & SWWTP INTERNET 9/25-10/24/	2306910	10/25/18	54.90
31-50-4202	TELEPHONE & INTERNET SER	FRONTIER	DAWSON LK L/S 8/20-9/19/18	8157659391SEPT2	10/15/18	42.95
31-50-4813	INTEREST - SERIES 2012A	HEARTLAND BANK & TRUS	G.O. RB SERIES 2012A - INTEREST DU	7208790A-2012A-	10/20/18	2,260.00
31-50-4814	INTEREST - SERIES 2012B	HEARTLAND BANK & TRUS	G.O. RB SERIES 2012B - INTEREST 10	7208790B:SERIES	10/20/18	18,875.00
31-50-4815	INTEREST - SERIES 2015	HEARTLAND BANK & TRUS	G.O. RB SERIES 2015 - INTEREST DUE	3708-G.O.SERIES	10/20/18	55,137.50

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 31 WATER & SEWER FUND							
Dept 50 ADMIN							
			Total For Dept 50 ADMIN			77,087.80	
Dept 70 WATER							
31-70-4204	UTILITIES	COMED	RT 173 W/T & W#3 8/2-8/31/18	0507019070SEPT1	10/30/18	628.57	
31-70-4204	UTILITIES	COMED	228 BOEING TRL W/T 8/2-8/31/18	1419002002SEPT1	10/30/18	56.95	
31-70-4204	UTILITIES	COMED	100 S. STATE ST. W#2 8/2-8/31/18	1659118047SEPT1	10/30/18	72.55	
31-70-4204	UTILITIES	COMED	4870 WOODSTOCK RD W#5&6 8/2-8/31/1	5379007025SEPT1	10/30/18	1,023.96	
31-70-4204	UTILITIES	COMED	4420 MENGE LN W#4 8/2-8/31/18	5691014002SEPT1	10/30/18	575.38	
31-70-4204	UTILITIES	NICOR GAS	4870 WOODSTOCK RD W#5&6 8/17-9/17/	0746553033OSEPT	10/30/18	28.68	
31-70-4204	UTILITIES	NICOR GAS	211 W GROVE RT 173 W/T 8/14-9/13/1	94988910009SEPT	10/30/18	28.67	
31-70-4204	UTILITIES	NICOR GAS	4420 MENGE LN W#4 8/8-9/10/18	30139401027SEPT	10/26/18	28.66	
31-70-4204	UTILITIES	NICOR GAS	100 S STATE ST. W#2 8/9-9/10/18	31857320001SEPT	10/26/18	29.77	
31-70-4207	TRAINING	ILLINOIS SECTION AMER	TRAINING FIELD DAY 9/25/18 2-PW EM	200038370	10/20/18	99.00	
31-70-4301	MAINTENANCE SUPPLIES	CORE & MAIN LP	MARKING WIRE, PAINT, 3' CURB KEY	J518692	10/19/18	32.00	
31-70-4301	MAINTENANCE SUPPLIES	CORE & MAIN LP	METER ADAPTER, SNAP ON SOCKET X3	J517799	10/21/18	285.53	
31-70-4301	MAINTENANCE SUPPLIES	MENARDS	MAINTENANCE SUPPLIES @ WWTP-TEST	96535	10/18/18	75.91	
31-70-4305	UTILITY SYSTEM CHEMICALS	HAWKINS, INC.	SYSTEM CHEMICALS:AZONE, HYDROFLUOS	4363585	10/12/18	1,085.67	
31-70-4310	IEPA REQUIRED TESTING	TEST INC.	IEPA TESTING WELL#3 NORTH: LEAD &	180900475	10/24/18	132.00	
31-70-4310	IEPA REQUIRED TESTING	TEST INC.	IEPA COLIFORM TESTING X2 @WEST IL0	180900366	10/14/18	24.00	
31-70-4310	IEPA REQUIRED TESTING	TEST INC.	IEPA COLIFORM TESTING X4@ SOUTH IL	180900367	10/14/18	48.00	
31-70-4310	IEPA REQUIRED TESTING	TEST INC.	IEPA COLIFORM TESTING X4@NORTH IL0	180900364	10/14/18	48.00	
31-70-4310	IEPA REQUIRED TESTING	TEST INC.	NITRATE TESTING X4, IRON X1@ SOUTH	180800820	10/15/18	71.00	
31-70-4310	IEPA REQUIRED TESTING	TEST INC.	IEPA COLIFORM TESTING X3 W#5&6 SOU	180800431	09/16/18	36.00	
31-70-4310	IEPA REQUIRED TESTING	TEST INC.	IEPA COLIFORM TESTING X4 W#3 NORTH	180800432	09/16/18	48.00	
31-70-4310	IEPA REQUIRED TESTING	TEST INC.	IEPA COLIFORM TESTING X2 W#4 WEST	180800436	10/16/18	24.00	
31-70-4500	MISCELLANEOUS	THREE HAMMER CONTRUCT	REFUND WATER & SEWER CONNECTION LO	PL-184-16 12141	09/28/18	3,500.00	24519
			Total For Dept 70 WATER			7,982.30	
Dept 75 SEWER							
31-75-4204	UTILITIES	COMED	4194 DAWSON LK L/S 8/22-9/21/18	0582051009SEPT2	10/30/18	114.53	
31-75-4204	UTILITIES	COMED	291 PRAIRIE KNOLL L/S 8/22-9/21/18	0027089050SEPT2	10/30/18	199.01	
31-75-4204	UTILITIES	COMED	5500 WHITING RD L/S 8/24-9/25/18	2143026020SEPT2	10/30/18	88.06	
31-75-4204	UTILITIES	COMED	502 WACO WAY L/S 8/2-8/31/18	0099144153SEPT1	10/30/18	41.18	
31-75-4204	UTILITIES	COMED	12305 RT 76 L/S 8/2-8/31/18	0699087057SEPT1	10/30/18	37.30	
31-75-4204	UTILITIES	COMED	105 BULLARD ST. L/S 8/2-8/31/18	0798466001SEPT1	10/30/18	110.78	
31-75-4204	UTILITIES	COMED	610 S STATE ST. NWWTP 8/2-8/31/18	1923071033SEPT1	10/30/18	3,208.94	
31-75-4204	UTILITIES	COMED	13505 HARVEST WAY L/S 8/2-8/31/18	2151017026SEPT1	10/30/18	92.28	
31-75-4204	UTILITIES	COMED	12211 RT 76 SWWTP 8/2-8/31/18	3291029012SEPT1	10/30/18	6,402.08	
31-75-4204	UTILITIES	COMED	1000 WACO WAY L/S 8/2-8/31/18	3399123028SEPT1	10/30/18	308.45	
31-75-4204	UTILITIES	COMED	203 BEAVER ST. L/S 8/2-8/31/18	4659084049SEPT1	10/30/18	60.27	
31-75-4204	UTILITIES	NICOR GAS	1001 WACO WAY C/L/S 8/16-9/17/18	24868703307SEPT	10/30/18	31.16	
31-75-4204	UTILITIES	NICOR GAS	287 PRAIRIE KNOLL L/S 8/17-9/17/18	77254215526SEPT	10/30/18	30.53	
31-75-4204	UTILITIES	NICOR GAS	4194 DAWSON LK L/S 8/8-9/10/18	12314476859SEPT	10/26/18	29.76	
31-75-4204	UTILITIES	NICOR GAS	13505 HARVEST WAY L/S 8/8-9/10/18	17034425508SEPT	10/26/18	96.49	
31-75-4204	UTILITIES	NICOR GAS	12211 RT 76 SWWTP 8/8-9/10/18	22409207747SEPT	10/26/18	96.35	
31-75-4204	UTILITIES	NICOR GAS	203 BEAVER DR. L/S 8/9-9/10/18	22898582741SEPT	10/26/18	29.90	
31-75-4204	UTILITIES	NICOR GAS	610 S STATE ST. NWWTP 8/9-9/10/18	72878472371SEPT	10/26/18	28.66	
31-75-4236	WATER &SEWER CONTRACT LA	TEST INC.	WATER & SEWER CONTRACT LABOR OCT.2	1175458	10/15/18	16,250.00	
31-75-4301	MAINTENANCE SUPPLIES	R.E.M. AUTOMATION INC	BRUSHES FOR SCREEN @ SWWTP	18-040	10/09/18	560.00	
31-75-4301	MAINTENANCE SUPPLIES	ABBY PEST ELIMINATION	NWWTP PEST CONTROL 9/2018	6194	10/06/18	160.00	
31-75-4301	MAINTENANCE SUPPLIES	BLAIN'S FARM & FLEET	2-SUMP PUMPS W/CONNECTING LINKS &	6337	10/27/18	195.63	
31-75-4301	MAINTENANCE SUPPLIES	CERONI PIPING COMPANY	BACKFLOW INSPECTION @ SWWTP & VILL	37846	10/04/18	125.00	
31-75-4301	MAINTENANCE SUPPLIES	DURACLEAN CLEANING &	EMERGENCY REPAIR RAY & BULLARD SEW	26	10/04/18	4,133.69	

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 31 WATER & SEWER FUND							
Dept 75 SEWER							
31-75-4301	MAINTENANCE SUPPLIES	FRINK'S SEWER & DRAIN	RT 173, RAY & BULLARD ST. JETTED C	86777	10/15/18	683.00	
31-75-4301	MAINTENANCE SUPPLIES	MENARDS	MAINTENANCE SUPPLIES @ WWTP-TEST	96535	10/18/18	75.92	
31-75-4301	MAINTENANCE SUPPLIES	MENARDS	BREAKERS & OUTLETS @ N&S WWTPS	96108	10/12/18	187.69	
31-75-4301	MAINTENANCE SUPPLIES	STEINER ELECTRIC COMP	MINI-CIRCUIT BREAKERS @ NWWTP	S006150223.001	10/12/18	66.73	
31-75-4302	OPERATING SUPPLIES	MR. GOODWATER	DRINKING WATER FOR VH, PW & WWTP 9	10012018	10/05/18	8.00	
31-75-4302	OPERATING SUPPLIES	POPLAR GROVE HARDWARE	VARNISH @WTTPS PER TEST INC.	124338	10/07/18	3.98	
31-75-4302	OPERATING SUPPLIES	POPLAR GROVE HARDWARE	FLOOR CLEANER @ NWWTP	1244684	10/24/18	13.49	
31-75-4302	OPERATING SUPPLIES	POPLAR GROVE HARDWARE	FITTINGS FOR REPAIR AIRLINE @ SWWT	124458	10/13/18	9.17	
31-75-4302	OPERATING SUPPLIES	POPLAR GROVE HARDWARE	BATTERIES FOR C/L/S DIALER 100 WAC	124440	10/12/18	10.47	
31-75-4302	OPERATING SUPPLIES	POPLAR GROVE HARDWARE	2-FUSES FOR SWWTP	124280	10/05/18	3.38	
31-75-4305	UTILITY SYSTEM CHEMICALS	HAWKINS, INC.	ALUM.SULFATE LIQUID @ WWTP POSPHAT	4361162	10/12/18	897.60	
31-75-4411	EQUIPMENT	HARDY PRO-AIR SYSTEMS	DIGESTER BLOWER @ WWTP	27645	10/30/18	1,511.00	
31-75-4411	EQUIPMENT	NORTHERN TOOL & EQUIP	AIR DRYER FOR DECANT VALVES @ SWWT	ITEM-51726	10/27/18	591.00	
31-75-4411	EQUIPMENT	SABEL MECHANICAL LLC.	REPLACE WORN OUT PARTS-HYDROPUMP@N	3146	10/13/18	1,619.48	
31-75-4411	EQUIPMENT	SABEL MECHANICAL LLC.	EMERG.REPAIR-SUBMERSIBLE PUMP@WACO	3134	10/13/18	4,472.45	
31-75-4411	EQUIPMENT	SABEL MECHANICAL LLC.	REPAIR CHEMICAL RECIRC.PUMP@SWWTP	3143	10/13/18	1,688.48	
31-75-4411	EQUIPMENT	SABEL MECHANICAL LLC.	REPAIR FLYGT 3085 PUMP@SWWTP	3133	10/13/18	1,583.48	
31-75-4500	MISCELLANEOUS	THREE HAMMER CONTRUCT	REFUND SEWER CONN. LOT#36 BURLED W	2018-43 6052018	09/28/18	4,200.00	24518
31-75-4500	MISCELLANEOUS	THREE HAMMER CONTRUCT	REFUND WATER & SEWER CONNECTION LO	PL-184-16 12141	09/28/18	5,000.00	24519
			Total For Dept 75 SEWER			55,055.37	
			Total For Fund 31 WATER & SEWER FUND			140,125.47	

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF POPLAR GROVE
EXP CHECK RUN DATES 09/24/2018 - 10/17/2018
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
			Fund Totals:				
			Fund 01 GENERAL FUND			123,610.57	
			Fund 31 WATER & SEWER FUND			140,125.47	
			Total For All Funds:			263,736.04	

WAIVER AND RELEASE AGREEMENT

This Waiver and Release Agreement ("Agreement") is made and entered into on the date set forth below by and between Diana Dykstra on behalf of yourself, your spouse, your agents, representatives, attorneys, assigns, heirs, executors and administrators (hereinafter collectively referred to as "You") and Village of Poplar Grove, an Illinois municipal corporation, including the Village's affiliates, predecessors, successors, representatives, elected officials, attorneys, officers, agents and employees, individually and in their representative capacities, and each of them (hereinafter collectively referred to as the "Village").

In consideration of the monies and mutual promises herein contained and other good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. **Separation from Employment.** You acknowledge that your separation of employment is effective October 2, 2018. It is acknowledged and agreed that you will use the following paid benefit time from September 3, 2018 – October 1, 2018:

Sept. 3-7 – 32 hours vacation time/8 hours holiday pay
Sept. 10-14 – 40 hours vacation time
Sept. 17-21 – 40 hours vacation time
Sept. 24-28 – 40 hours sick time
October 1 – 8 hours vacation time

The total amount of this benefit time equals: $7,037.01 (less standard payroll deductions for federal, social security, state taxes, retirement contributions, etc.)

2. **Consideration.** You acknowledge that You would otherwise be terminated from employment without cause effective September 3, 2018. If You sign and do not revoke this Agreement, your voluntary and irrevocable resignation from employment (attached hereto as Appendix A) will be effective October 2, 2018 and reflected as such in your personnel file. In addition, You will receive 18 weeks severance pay in the total amount of $30,158.64 (less standard payroll deductions for federal, social security, and state taxes and retirement contributions). The payments will be made to you beginning with the first payroll period following the effective date of October 2, 2018 in six equal installments of $5,026.44. You will also receive pay for forty-six (46) hours of accrued, unused vacation time owed to you ($1,926.48 less standard payroll deductions for federal, social security, state taxes and retirement contributions). In addition, the Village agrees to pay your entire health insurance premium for September and October 2018 which carried an additional cost of $4,612.00. In recognition of this offer, you agree to be available on an as needed basis, by phone, for a period of 90 days, for any Village related business question that may require your knowledge. You also agree to make yourself available to be called to testify as a witness on behalf of the Village in any pending arbitration or litigation case which involves issues that may have occurred during your tenure with the Village. Time spent preparing for arbitration/trial with counsel for the Village and testimony will be compensated separately on a per hour basis.

If You revoke this Agreement, your personnel file will instead reflect a termination without cause from employment pursuant to Section 11.1 of the Village of Poplar Grove Employee Handbook as adopted March 14, 2016 and you will maintain your rights to pursue any and all legal actions against the Village.

3. **General Release**. By signing this Agreement and receiving the valuable consideration described above, You hereby fully release and forever discharge the Village from any and all claims or liability of any kind arising out of or relating in any way to your employment with and separation from employment from the Village, as well as any other occurrence up to and including the date of this Agreement.

This release includes, but is not limited to, any claim arising under the Illinois Human Rights Act, 775 ILCS 5/1 *et seq.*; the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 *et seq.*; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.*; the Rehabilitation Act of 1973, 29 U.S.C. § 701 *et seq.*; the Americans with Disabilities Act. 42 U.S.C. § 12101 *et seq.*; all claims under 42 U.S.C. §§ 1983, 1985, 1988; all claims under the Village's personnel policies, all tort claims; all claims for wrongful discharge; all claims based on any actual or implied contract, including, but not limited to, any employment agreement between the Village and You; all claims for retaliatory discharge; all civil rights claims; all amendments to the foregoing statutes, federal common law and state common law; and claims under any other federal, state or local statute, law, ordinance, regulation or order. It is the intention of You and the Village that in executing this Agreement, You are providing a general release and that it shall be an effective bar to each and every claim, grievance, demand, and cause of action, either known or unknown, for all acts or omissions of the Village and its agents, jointly and separately, individually and in their representative capacities, for any injuries suffered by You occurring on or prior to the date this Agreement and Release is executed.

4. **Rights and Claims Excluded from the General Release.** Excluded from the above Release are any claims or rights which cannot be waived by law. Also excluded from the release is your right to file a charge with an administrative agency or participate in any agency investigation with the exception of any claim you may file for unemployment benefits which cannot be waived by law. You are, however, specifically waiving your right to recover any money in connection with such a charge or investigation with the exception of any unemployment benefits you may be awarded. Also excluded from this Agreement and release are actions to enforce the terms of this Agreement.

5. **Non-Admission of Liability.** The parties agree and acknowledge that this Agreement and the consideration described herein does not constitute and shall not be interpreted as an admission of liability on the part of the Village. This Agreement resulted from the parties' mutual desire to resolve any and all matters and controversies between them, and to amicably effectuate your employment separation from the Village.

6. **Employee Acknowledgments.** You also agree that You: (i) have been paid all monies owed for all hours worked through the last payroll period ending before the date on which You sign this Agreement; (ii) have not suffered any on-the-job injury for which You have not already filed a claim; (iii) that You have not suffered any work-related injuries that are not already the subject of a pending worker's compensation claim; and (iv) that You have received all leave to which You are legally entitled.

7. **Additional Acknowledgments:** You further acknowledge that:

(a) You are entering into this Agreement knowingly and voluntarily and the Agreement is written in language that You understand:

(b) this Agreement includes a waiver and release of claims under the Age Discrimination in Employment Act (ADEA) as described in paragraph 4 above;

(c) the Village is hereby advising You to consult with an attorney before signing this Agreement;

(d) this Agreement waives and releases only those claims and rights arising up to the date You sign this Agreement;

(e) You may take up to twenty-one (21) days to consider this Agreement before signing it;

(f) You are not otherwise entitled to the benefit described in paragraph 2 of this Agreement.

8. **Revocation Rights.** After You sign this Agreement, You will have seven (7) days to revoke it if You change your mind. If You want to revoke the Agreement, You must hand deliver, fax, email or mail a written revocation to:

Owen Costanza
Village President
Village of Poplar Grove
200 N. Hill Street
Poplar Grove, IL 61065
Phone: (815) 765-3201
Fax: (815) 765-3571
Email: president@villageofpoplargrove.com

within seven (7) days after You sign the Agreement. If You timely revoke the Agreement pursuant to this paragraph, You will not receive the benefit described in paragraph 2 of this Agreement. This Agreement shall not become effective and enforceable until the seven (7) day revocation period described in this paragraph has expired with no revocation by You.

9. **Entire Agreement.** This Agreement constitutes the complete Agreement between You and the Village. No other promises or agreements, either express or implied, shall be binding upon such parties unless hereinafter reduced to writing and signed by You and the Village.

10. **Severability.** To the extent that any portion of this Agreement may be held to be invalid or legally unenforceable by a court of competent jurisdiction, You and the Village agree that the remaining portions of this Agreement shall not be affected and shall be given full force and effect.

11. **Binding Nature of the Agreement.** This Agreement shall be binding upon the parties, as well as their respective agents, representatives, heirs, successors and assigns.

12. **Governing Law.** The laws of the State of Illinois shall govern the validity, performance, enforcement, interpretation and any other aspect of this Agreement, notwithstanding any state's choice of law provisions to the contrary.

13. **Confidentiality.** You further acknowledge that during your employment You have had access to confidential, non-public information including but not limited to information relating to

ongoing projects, land developments, internal personnel matters, and other materials and information that may not be available to the general public, You agree that you will not disclose or make accessible to any other person (except pursuant to the valid order of a court or governmental agency), or use for the benefit of yourself or any other person any such confidential information. Confidential information shall include but not be limited to any written or electronic documentation, any recording either audio or video or both, which may include recorded video and/or audio of any public elected officials or public employees of the Village unless otherwise required for release under the Freedom of Information Act. You agree to keep the terms of this agreement confidential and You shall not disclose the terms of this Agreement to any person, firm or entity, other than legal counsel, the Village's legal counsel or any member of the Village Board, except as is necessary for tax reporting purposes and/or as is required under the law. The Village, on behalf of its elected officials, agrees to refrain from making negative or disparaging statements or comments about You. Likewise, You agree to refrain from making negative, or disparaging statements or comments regarding the Village or its agents or elected officials or employees to any person, firm or entity. Upon breach of these provisions, You shall repay all sums provided hereunder along with all attorney's fees and expenses associated with the collection and recovery of the same.

{SIGNATURE PAGE TO FOLLOW}

AGREED:

Diana Dykstra

9/23/18

Diana Dykstra Date

Village of Poplar Grove

By: _____

Owen Constanza Date

RESOLUTION NUMBER: 18-16

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS AUTHORIZING THE VILLAGE PRESIDENT TO SIGN A WAIVER AND RELEASE AGREEMENT WITH DIANA DYKSTRA

WHEREAS, the Village of Poplar Grove, Illinois ("Village") recently employed Diana Dykstra as the Village Administrator in the Village; and

WHEREAS, the Village has determined it is in the best interest of the Village and its citizens to enter into a Waiver and Release Agreement with Diana Dykstra regarding her separation of employment with the Village; and

WHEREAS, the Village and Diana Dykstra have reached an accord as to the remaining terms and conditions of said separation of employment and have memorialized the same in a Waiver and Release Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein.

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 accepts and retroactively approves the Waiver and Release Agreement with Diana Dykstra, copy of which agreement is attached hereto as Exhibit A and incorporated herein.

3. The Village President is hereby authorized to execute and attest the Waiver and Release Agreement and any other documents necessary to effectuate the same.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS ____ DAY OF OCTOBER, 2018

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2018

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

EXHIBIT A- AGREEMENT

WAIVER AND RELEASE AGREEMENT

This Waiver and Release Agreement ("Agreement") is made and entered into on the date set forth below by and between Joe Capovilla on behalf of yourself, your spouse, your agents, representatives, attorneys, assigns, heirs, executors and administrators (hereinafter collectively referred to as "You") and Village of Poplar Grove, an Illinois municipal corporation, including the Village's affiliates, predecessors, successors, representatives, elected officials, attorneys, officers, agents and employees, individually and in their representative capacities, and each of them (hereinafter collectively referred to as the "Village").

In consideration of the monies and mutual promises herein contained and other good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. **Separation from Employment.** You acknowledge that your separation of employment is effective June 19, 2018.

2. **Consideration.** You acknowledge that You would otherwise be terminated from employment effective June 19, 2018. If You sign and do not revoke this Agreement, your voluntary and irrevocable resignation from employment (attached hereto as Appendix A) will be effective June 19, 2018 and reflected as such in your personnel file. In addition, You will receive severance pay in the total amount of $2,280.42 (less standard payroll deductions for federal, social security, and state taxes and retirement contributions). You will also receive pay for any accrued, unused vacation owed to you. If You revoke this Agreement, your personnel file will instead reflect a termination from employment pursuant to Section 11.1 of the Village of Poplar Grove Employee Handbook as adopted March 14, 2016.

3. **General Release.** By signing this Agreement and receiving the valuable consideration described above, You hereby fully release and forever discharge the Village from any and all claims or liability of any kind arising out of or relating in any way to your employment with and separation from employment from the Village, as well as any other occurrence up to and including the date of this Agreement.

This release includes, but is not limited to, any claim arising under the Illinois Human Rights Act, 775 ILCS 5/1 *et seq.*; the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 *et seq.*; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.*; the Rehabilitation Act of 1973, 29 U.S.C. § 701 *et seq.*; the Americans with Disabilities Act. 42 U.S.C. § 12101 *et seq.*; all claims under 42 U.S.C. §§ 1983, 1985, 1988; all claims under the Village's personnel policies, all tort claims; all claims for wrongful discharge; all claims based on any actual or implied contract, including, but not limited to, any employment agreement between the Village and You; all claims for retaliatory discharge; all civil rights claims; all amendments to the foregoing statutes, federal common law and state common law; and claims under any other federal, state or local statute, law, ordinance, regulation or order. It is the intention of You and the Village that in executing this Agreement, You are providing a general release and that it shall be an effective bar to each and every claim, grievance, demand, and cause of action, either known or unknown, for all acts or omissions of the Village and its agents, jointly and separately, individually and in their representative capacities, for any injuries suffered by You occurring on or prior to the date this Agreement and Release is executed.

4. **Rights and Claims Excluded from the General Release.** Excluded from the above Release are any claims or rights which cannot be waived by law. Also excluded from the

release is your right to file a charge with an administrative agency or participate in any agency investigation. You are, however, specifically waiving your right to recover any money in connection with such a charge or investigation. Also excluded from this Agreement and release are actions to enforce the terms of this Agreement.

5. **Non-Admission of Liability.** The parties agree and acknowledge that this Agreement and the consideration described herein does not constitute and shall not be interpreted as an admission of liability on the part of the Village. This Agreement resulted from the parties' mutual desire to resolve any and all matters and controversies between them, and to amicably effectuate your employment separation from the Village.

6. **Employee Acknowledgments.** You also agree that You: (i) have been paid all monies owed for all hours worked through the last payroll period ending before the date on which You sign this Agreement; (ii) have not suffered any on-the-job injury for which You have not already filed a claim; (iii) that You have not suffered any work-related injuries that are not already the subject of a pending worker's compensation claim; and (iv) that You have received all leave to which You are legally entitled.

7. **Additional Acknowledgments:** You further acknowledge that:

(a) You are entering into this Agreement knowingly and voluntarily and the Agreement is written in language that You understand:

(b) this Agreement includes a waiver and release of claims under the Age Discrimination in Employment Act (ADEA) as described in paragraph 4 above;

(c) the Village is hereby advising You to consult with an attorney before signing this Agreement;

(d) this Agreement waives and releases only those claims and rights arising up to the date You sign this Agreement;

(e) You may take up to twenty-one (21) days to consider this Agreement before signing it;

(f) You are not otherwise entitled to the benefit described in paragraph 2 of this Agreement.

8. **Revocation Rights.** After You sign this Agreement, You will have seven (7) days to revoke it if You change your mind. If You want to revoke the Agreement, You must hand deliver, fax, email or mail a written revocation to:

Diana Dykstra
Village Administrator
Village of Poplar Grove
200 N. Hill Street
Poplar Grove, IL 61065
Phone: (815) 765-3201
Fax: (815) 765-3571
Email: ddykstra@villageofpoplargrove.com

within seven (7) days after You sign the Agreement. If You timely revoke the Agreement pursuant to this paragraph, You will not receive the benefit described in paragraph 2 of this Agreement. This Agreement shall not become effective and enforceable until the seven (7) day revocation period described in this paragraph has expired with no revocation by You.

9. **Entire Agreement.** This Agreement constitutes the complete Agreement between You and the Village. No other promises or agreements, either express or implied, shall be binding upon such parties unless hereinafter reduced to writing and signed by You and the Village.

10. **Severability.** To the extent that any portion of this Agreement may be held to be invalid or legally unenforceable by a court of competent jurisdiction, You and the Village agree that the remaining portions of this Agreement shall not be affected and shall be given full force and effect.

11. **Binding Nature of the Agreement.** This Agreement shall be binding upon the parties, as well as their respective agents, representatives, heirs, successors and assigns.

12. **Governing Law.** The laws of the State of Illinois shall govern the validity, performance, enforcement, interpretation and any other aspect of this Agreement, notwithstanding any state's choice of law provisions to the contrary.

13. **Confidentiality.** You further acknowledge that during your employment You have had access to confidential, non-public information including but not limited to information relating to ongoing projects, land developments, internal personnel matters, and other materials and information that may not be available to the general public, You agree that you will not disclose or make accessible to any other person (except pursuant to the valid order of a court or governmental agency), or use for the benefit of yourself or any other person any such confidential information. Confidential information shall include but not be limited to any written or electronic documentation, any recording either audio or video or both, which may include recorded video and/or audio of any public elected officials or public employees of the Village unless otherwise required for release under the Freedom of Information Act. You agree to keep the terms of this agreement confidential and You shall not disclose the terms of this Agreement to any person, firm or entity, other than legal counsel, except as is necessary for tax reporting purposes and/or as is required under the law. You agree to refrain from making negative, or disparaging statements or comments regarding the Village or its agents or employees to any person, firm or entity. Upon breach of these provisions, You shall repay all sums provided hereunder along with all attorney's fees and expenses associated with the collection and recovery of the same.

{SIGNATURE PAGE TO FOLLOW}

AGREED:

Joe Capovilla

7/9/18

Joe Capovilla Date

Village of Poplar Grove

By: 7-10-18

Diana Dykstra Date

RESOLUTION NUMBER: 18-17

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS AUTHORIZING THE VILLAGE PRESIDENT TO SIGN A WAIVER AND RELEASE AGREEMENT WITH JOSEPH CAPOVILLA

WHEREAS, the Village of Poplar Grove, Illinois ("Village") recently employed Joseph Capovilla as the Public Works Director in the Village; and

WHEREAS, the Village has determined it is in the best interest of the Village and its citizens to enter into a Waiver and Release Agreement with Joseph Capovilla regarding his separation of employment with the Village; and

WHEREAS, the Village and Joseph Capovilla have reached an accord as to the remaining terms and conditions of said separation of employment and have memorialized the same in a Waiver and Release Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein.

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 accepts and retroactively approves the Waiver and Release Agreement with Joseph Capovilla, copy of which agreement is attached hereto as Exhibit A and incorporated herein.

3. The Village President is hereby authorized to execute and attest the Waiver and Release Agreement and any other documents necessary to effectuate the same.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS ____ DAY OF OCTOBER, 2018

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2018

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

EXHIBIT A- AGREEMENT