

# VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

# VILLAGE BOARD OF TRUSTEES

# Wednesday, December 11, 2024 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

**CALL TO ORDER** 

**ROLL CALL** 

**PLEDGE OF ALLEGIANCE** 

APPROVAL OF PHONE PARTICIPATION (Roll Call)

**APPROVAL OF AGENDA (Voice Vote)** 

# APPROVAL OF MINUTES (Voice Vote)

Discuss/approve minutes from November 13, 2024 Board of Trustee 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.

# **UNFINISHED BUSINESS**

Motion to discuss Ordinance 2024-17 an ordinance authorizing the levy and collection of taxes for the general corporate liability insurance, social security, and audit purposes for the fiscal year commencing on May 1, 2024 and ending on April 30, 2025 for the Village of Poplar Grove, Boone County, Illinois

### **NEW BUSINESS**

- <u>3.</u> Discuss approve **Ordinance 2024-18** an ordinance approving a special use and variances for property commonly known as 17314 Poplar Grove Road
- <u>4.</u> Discuss/approve **Ordinance 2024-19** an ordinance governing charitable contributions to the Village of Poplar Grove, Illinois

- Discuss/approve Ordinance 2024-20 an ordinance establishing a credit card policy the Village of Poplar Grove
- <u>6.</u> Discuss/approve **Ordinance 2024-21** an ordinance establishing hiring procedures for the Village of Poplar Grove
- 7. Discuss/approve Ordinance 2024-22 an Ordinance defining the duties of the Village Treasurer for the Village of Poplar Grove, Illinois
- 8. Discuss/approve **Ordinance 2024-23** an ordinance establishing elected officials, officers, and employees travel reimbursement for the Village of Poplar Grove
- 9. Discuss/approve Ordinance 2024-24 an ordinance establishing Purchasing Procedures for the Village of Poplar Grove
- 10. Discuss/approve **Resolution 2024-20** a resolution of the Village of Poplar Grove, Illinois to approve the meeting schedule for the Village Board Meetings for 2025
- <u>11.</u> Discuss/approve winter quarterly newsletter
- 12. Discuss/approve Lions Park bathroom locks replacing the doors and locks with automatic sunset to sunrise timer locks
- <u>13.</u> Discuss/approve Blower repair or replacement at SWWTP

# **EXECUTIVE SESSION**

14. Motion to go into executive session pursuant to 5 ILCS 120/2(c) (1) Personnel - The appointment, employment compensation, discipline, performance, or dismissal of specific employees of the public body, or legal counsel for the public body.

# **NEW BUSINESS**

15. Ddiscuss/approve an applicant to fill Winter Seasonal Public Work Position and RFP for Snow Removal

# ADJOURNMENT (Voice Vote)

KJM 12/09/2024



# **VILLAGE OF POPLAR GROVE**

"A Great Place to Call Home"

# **VILLAGE BOARD OF TRUSTEES**

# Wednesday, November 13, 2024 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

# **CALL TO ORDER**

The Meeting called to order at 7:00pm by President Don Sattler

# **ROLL CALL**

PRESENT
President Don Sattler
Admin Chairman Owen Costanza
Finance Chairman Jeff Goings
Trustee Dan Cheek
Trustee Austin Davies
Trustee Bruce Moore
Trustee Betsy Straw
Clerk Karri Miller
Attorney Stuart Diamond
Treasurer Carina Boyd

# **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. Motion approved via voice vote.

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

1. Motion to approve Board of Trustee Meeting minutes from October 09, 2024

Motion made by Admin Chairman Costanza, Seconded by Trustee Cheek. Motion approved 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.

No public comment

# **DEPARTMENT REPORTS**

2. Treasurer Report, Carina Boyd No questions for Treasurer

### **NEW BUSINESS**

3. Motion to discuss/approve reimbursement request for 409 Scarlet Oak Drive.

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

Voting Yea: Finance Chairman Goings

Voting Nay: Admin Chairman Costanza, Trustee Cheek, Trustee Davies, Trustee Moore,

Trustee Straw

Trustee Straw stated that the issue was not caused by village work buy was a natural occurrence.

4. Motion to discuss the Electrical Municipal Aggregation bids and to select a supplier and term for our residents and small businesses as the existing contract with Dynegy is ending in March 2025.

Mike Mudge from Rock River Energy presented the different quotes. Mr. Mudge stated the best quote was MC2 with a 21-month contract.'

Motion made by Admin Chairman Costanza, Seconded by Finance Chairman Going to approve a 21-month contract with MC2.

Voting Yea: Admin Chairman Costanza, Finance Chairman Goings, Trustee Cheek, Trustee Davies, Trustee Moore, Trustee Straw

5. Motion to discuss/approve to approve check disbursement for payments scheduled to be paid prior to November 30, 2024, in the amount of \$464,588.17 in AP checks, \$12,134.98 in insurance expense checks, \$27,915.42 EFTS, and Payroll with estimates included \$74,135.89 for a grand total of \$528,774.46.

Motion made by Admin Chairman Costanza, Seconded by Trustee Moore.

Voting Yea: Admin Chairman Costanza, Finance Chairman Goings, Trustee Cheek, Trustee Davies, Trustee Moore, Trustee Straw

Trustee Costanza expressed concerns about the legal expenses incurred by the village over the past three months. He also noted that upcoming union negotiations will bring additional legal costs.

Attorney Diamond proposed a breakdown of emails to identify potential areas to reduce communication and cost.

6. Motion to discuss/approve the 2024 Tree Lighting and Staff Scheduling
Treasurer Boyd stated that budget for the tree lighting event is \$5,000.Expenses include
lift rental for street decorations and food items like hot dogs, donuts, popcorn, and
chips. Donuts are donated by Edwards.

Volunteers are needed for various tasks, including decorating the Christmas tree and serving food. Public works staff will be present to assist with setup and maintenance during the event.

Trustee and residents will help with set up and tree decoration Motion made by Admin Chairman Costanza, Seconded by Trustee Moore to approve 2024 Tree Lighting and budget.

Voting Yea: Admin Chairman Costanza, Finance Chairman Goings, Trustee Cheek, Trustee Davies, Trustee Moore, Trustee Straw

7. Motion to discuss **Ordinance 2024-17** an ordinance authorizing the levy and collection of taxes for the general corporate liability insurance, social security, and audit purposes for the fiscal year commencing on May 1, 2024 and ending on April 30, 2025 for the Village of Poplar Grove, Boone County, Illinois and action to adopt tentative levy Treasurer Boyd stated that Levy amount for the Village is \$351,833.00. The final ordinance will be approved in December.

Motion made by Admin Chairman Costanza, Seconded by Trustee Cheek. Voting Yea: Admin Chairman Costanza, Finance Chairman Goings, Trustee Cheek, Trustee Davies, Trustee Moore, Trustee Straw

8. Motion to discuss/approve a 5 foot high divider fence between existing tennis net postsleeves - galvanised black vinyl coated \$3,500.

Hold over for later discussion due to lack of immediate necessity and community demand.

# **EXECUTIVE SESSION**

9. Motion to go into executive session pursuant to to 5 ILCS 120/2(c) (1) Personnel - The appointment, employment compensation, discipline, performance, or dismissal of specific employees of the public body, or legal counsel for the public body and 5 ILCS 120/2(c)(3) The selection of a person to fill a public office, as defined in this Act, including a vacancy in a public office, when the public body is given power to appoint under law or ordinance, or the discipline, performance or removal of the occupant of a public office, when the public body is given power to remove the occupant under law or ordinance.

Motion made by Admin Chairman Costanza, Seconded by Trustee Cheek to go into executive session.

Voting Yea: Admin Chairman Costanza, Finance Chairman Goings, Trustee Cheek,

Trustee Davies, Trustee Moore, Trustee Straw

Went into executive session at 8:05 pm

Came out of executive session at 9:00 pm

Motion made by Trustee Davies, Seconded by Trustee Straw to come out of executive session.

Voting Yea: Trustee Cheek, Trustee Davies, Trustee Straw, President Sattler

Voting Nay: Admin Chairman Costanza, Finance Chairman Goings, Trustee Moore

# **ADJOURNMENT (Voice Vote)**

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

The meeting adjourned at 9:01 pm

# VILLAGE OF POPLAR GROVE

ORDINANCE NO. 2024- 17

AN ORDINANCE AUTHORIZING THE LEVY AND COLLECTION OF TAXES FOR THE GENERAL CORPORATE, LIABILITY INSURANCE, SOCIAL SECURITY, AND AUDIT PURPOSES FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2024 AND ENDING ON APRIL 30, 2025 FOR THE VILLAGE OF POPLAR GROVE, BOONE COUNTY, ILLINOIS.

WHEREAS, the Board of Trustees of the Village of Poplar Grove, Boone County, Illinois on the 10th day of July 2024, pass an Appropriation Ordinance for said Village for the fiscal year beginning May 1, 2024 and ending April 30, 2025, and thereafter caused said Appropriation Ordinance to be duly published in accordance with the statute in such case made and provided that said Ordinance is now on file and recorded in the records of said Village;

WHEREAS, more than (10) days have elapsed since the publication of said original Appropriation Ordinance.

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

Section 1. There is hereby levied on all taxable property within the limits of the Village of Poplar Grove of Boone County, Illinois as the same is assessed and equalized for state and county purposes, the total sum of \$295,083 for the purpose of defraying all the necessary expenses and liabilities of said Village for general corporate purposes for the GENERAL CORPORATE FUND, for said fiscal year and to be known as a tax for general corporate purposes as follows:

# **General Corporate Fund**

ADMINISTRATIVE DEPT			<u>AMOUNT</u> BUDGETED	<u>AMOUNT</u> LEVIED
Personnel Contractual Services Commodities Debt Services	Total Administrative Department	\$ \$ \$ \$	514,462.00 407,952.00 24,748.00 233,897.00 1,181,059.00	
POLICE PROTECTION DEPARTMENT	· ·		<u>AMOUNT</u> BUDGETED	
Contractual Services		\$	10,000.00	
	<b>Total Police Protection Department</b>	\$	10,000.00	
PARK DEPARTMENT		1	AMOUNT BUDGETED	
Personnel		\$	99,697.00	
Contractual Services		\$	41,240.00	
Commodities		\$	12,000.00	
Capital Outlay	Total Park Department	\$	15,000.00 167,937.00	
STREET DEPARTMENT	Total Park Department		AMOUNT BUDGETED	
Personnel		\$	89,657.00	
Contractual Services		\$	237,194.00	
Commodities		\$	137,000.00	
Capital Outlay		\$	215,083.00	
	Total Street Department	\$	678,934.00	
COMMUNITY DEVELOPMENT AND EVENTS DEPA	ARTMENT	<u>1</u>	<u>AMOUNT</u> BUDGETED	
Contractual Services		\$	247,500.00	
Commodities		\$	16,000.00	
Tota	Community Development and Events Department	\$	263,500.00	

VILLAGE CLERK DEPARTMENT			OUNT GETED	
Personnel Contractual Services Commodities		\$ \$ \$	43,323.00 45,250.00	
Capital	Total Village Clerk Department		88,573.00	
	Total General Corporate	\$ 2,	,390,003.00	\$ 295,083.00

# **TOTAL GENERAL CORPORATE LEVY**

Making the amount by taxation and levied on all taxable property within said Village for the aforesaid purposes of general corporate levy the sum of:

S 295,083.00

SECTION 2 There is hereby levied on all taxable property within the limits of the Village of Poplar Grove of Boone County, Illinois, for the necessary expense for the Village Liability Insurance as set forth as follows:

# **LIABILITY INSURANCE LEVY**

Liability Insurance	\$	AMOUNT BUDGETER 35,000	T	<u>AMOUNT</u> <u>LEVIED</u>
	Total for Liability Insurance \$	35,000	0.00 \$	21,000.00
Making the amount by taxation and levied on all taxable property in said Village f levy the sum of:	or the aforesaid purposes of liability i	insurance	S	21,000.00

SECTION 3 There is hereby levied on all taxable property within the limits of the Village of Poplar Grove of Boone County, Illinois, for the necessary expense for the Village Audit as set forth as follows:

# **AUDIT LEVY**

Auditing		_	16,000.00		AMOUNT LEVIED
Tot	tal for Auditing	\$	16,000.00	\$	15,000.00
Making the amount by taxation and levied on all taxable property in said Village for the aforesaid plevy the sum of:	purposes of Audit	ing		S	15,000.00

**SECTION 4** There is hereby levied on all taxable property within the limits of the Village of Poplar Grove of Boone County, Illinois, for the necessary expense for the Village Social Security as set forth as follows:

# **SOCIAL SECURITY LEVY**

			<u>OUNT</u> GETED	-	<u>IOUNT</u> EVIED
Social Security		\$	41,473.00		
	Total for Social Security	\$	27,864.00	\$	20,000.00
Making the amount by taxation and levied on all taxable property in said Village for the levy the sum of:	e aforesaid purposes of Socia	l Security		S	20,000.00

Item 2.

# SECTION 5:

# **SUMMARY**

OF THE FOREGOING ANNUAL TAX LEVY THE AMOUNT TO BE LEVIED FOR THE <b>LIABILITY INSURANCE LEVY</b> IN ADDITION TO ALL OTHER TAXES IS THE SUM OF	s	21,000.00
OF THE FOREGOING ANNUAL TAX LEVY THE AMOUNT TO BE LEVIED FOR THE <b>AUDIT LEVY</b> IN ADDITION TO ALL OTHER TAXES IS THE SUM OF	s	15,000.00
OF THE FOREGOING ANNUAL TAX LEVY THE AMOUNT TO BE LEVIED FOR THE SOCIAL SECURITY LEVY IN ADDITION TO ALL OTHER TAXES IS THE SUM OF	s	20,000.00
Making the aggregate sum of S351,083 raised by taxation and levied on all taxable property in sa all the necessary expenses and liabilities of the Village as required by statute.	S aid Village, in order to meet and defray	351,083.00
It is hereby directed that the aforesaid sum be raised by taxation in the manner provided by law	/ <b>.</b>	
It is hereby directed that the aforesaid sum be raised by taxation in the manner provided by law SECTION 6: That said tax so levied and assessed, be collected and enforced in the same manne the state and county taxes, and be paid over by the same officers so collecting the same to the Tre Grove, County of Boone, Illinois, as provided by law.	er and by the same officers, as	
SECTION 6: That said tax so levied and assessed, be collected and enforced in the same manne the state and county taxes, and be paid over by the same officers so collecting the same to the Tr	er and by the same officers, as casurer of the Village of Poplar the County Clerk of Boone County	
SECTION 6: That said tax so levied and assessed, be collected and enforced in the same manner the state and county taxes, and be paid over by the same officers so collecting the same to the Transcove, County of Boone, Illinois, as provided by law.  SECTION 7: That the Clerk of said Village is hereby directed to forthwith make and file with the content of the same to the same of the same to the same of same same to the same of same same to the same to the same to the same of same same to the sa	er and by the same officers, as teasurer of the Village of Poplar the County Clerk of Boone County (foresaid be extended as provided by law.	
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# **PTELL Extension Limit Estimator**

# Village of Poplar Grove

	351,083	0.25080% =	139,986,660 x	Max. Total Capped Extention
	0.25080%	138,458,426 =	347,250 /	Limiting Rate =
	138,458,426	1,528,234 = New Property	139,986,660 <i>-</i> Adjusted EAV	Denominator =
	347,250	103.4% = CPI Factor	335,832 × Agg. Ext. Base	Numerator =
139,986,660	- = Disconnections	- + Annexations	139,986,660 - Rate Setting EAV	Adjusted EAV =
			1,528,234	New Property
			1	Annexations
			139,986,660	Rate Setting EAV
			3.4%	<u>CPI Increase</u>
			335,832	Aggregate Extension Base
5	stributed in 2025	Taxes collected and distributed in	2024	Extimates for levy year

Tax Year: 2024 09/26/2024 01:28:09 PM

VCPG - POPLAR GRO

# Assessor Estimated EAV Report by Tax District Boone County

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A STATE OF THE PARTY OF THE PAR		0 0	0		NAME OF TAXABLE PARTY.	0 0	0 0	0	0 0	0	0 0	0 0	0 0	113,310 0	0	0 0	0	113,310	5	Value Count	Industrial						Ď		Abstract		Boc
	0 0	0 0	Û				0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0	0 0	0 0	0.	0	Value Count	Local Rail Road		139,986,660	168,186	140,154,846	0	0	14,386,107	154,540,953		Boone County
0	0 0	0 0	0	0				0 0	0 0	0 0	0 0	0 0	0	360,426 0	0	0 0	0 0	360,426	2	Value Count	Mineral										
The same of the sa	0 0	0 0	0	0 0						64,000 32		8,016,839 1,338		139,785,839 93		0 0	219,397 93	140,005,236	1,990	Value Count	Residential		Total	Residential	Mineral	Local Rail Road	Industrial	Farm	Commercial	<b>New Construction</b>	
	0 0	0 0	0	0 0		0	0	0	0	0	0	0 0	0	0 0	0	0 0	0 0	0	0	Value Count	State Rail Road	22	1,528,234	1,140,247	360,426	0	0	27,561	0		
		168,186	0	0	Ų		THE REAL PROPERTY OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN THE PERSON N		2,9			8,052,839		154,321,556	The same of the sa			154,540,953	0.000	Value	Totals										

Totals

Count

2,357

- Returning Veteran - Natural Disaster - Fraternal Freeze

- Disabled Veteran - Disabled Person

- Under Assessed

= Taxable Value

1,344 336 32

- Drainage E-Zone Vet Freeze + State Assessed = EAV

- Home Improvement Board of Review Abstract Exemption Category
Parcel Count

- Owner Occupied

Senior Assessment Freez

Senior Citizen's

# **CERTIFICATION**

# **CERTIFICATION**

) SS
BOONE COUNTY )
I, KARRI MILLER, duly appointed Village Clerk of the Village of Poplar Grove, Boone
County, Illinois, do hereby certify that the foregoing is a true copy of an Ordinance adopted by the
Village Board of Trustees of the Village of Poplar Grove at a meeting of said Board of Trustees
held onday of, 20
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of
Poplar Grove this day of, 20
KARRI MILLER, VILLAGE CLERK
(SEAL)

STATE OF ILLINOIS	) ) SS
BOONE COUNTY	)
I, KARRI MILLER, do	certify that I am a fully qualified and acting Village Clerk of the Village
of Poplar Grove, Boone Cou	nty, Illinois, and as such Village Clerk I am the keeper of the seal,
records and files of the Villag	e of Poplar Grove.
I do further certify the	at a duly constituted and legally convened meeting of the Village
Board of Trustees of the Village	ge of Poplar Grove held on the day of,
20, Ordinance No	o entitled "AN ORDINANCE FOR THE LEVY AND
ASSESSMENT OF TAXES F	FOR CORPORATE PURPOSES FOR THE VILLAGE OF POPLAR
GROVE, BOONE COUNTY,	ILLINOIS, FOR THE FISCAL YEAR BEGINNING MAY 1, 2024
AND ENDING APRIL 30, 202	25", was adopted in full accordance and conformity with the Code of
Ordinances of the Village of F	Poplar Grove and Statutes of the State of Illinois of which a complete
and true copy of said Ordinar	nce is attached.
The original record th	ereof now remaining in my office, and have found the same to be a
correct transcript therefrom a	nd of the whole of such original record.
IN WITNESS WHERE	EOF, I have hereunto set my hand and affixed the seal of the Village
of Poplar Grove this d	ay of, 20
KARRI MILLER, VILLAGE CI	LERK
(SEAL)	

# **CERTIFICATE OF NEEDS**

STATE OF ILLINOIS ) ) SS
BOONE COUNTY )
I, CARINA BOYD, Village Treasurer of the Village of Poplar Grove, Boone County, Illinois
hereby certify to the County Clerk that several amounts listed in the attached Levy Ordinance are
required to be raised by taxation for the Village of Poplar Grove, totaling \$
DATED this day of, 2024.
CARINA BOYD, VILLAGE TREASURER VILLAGE OF POPLAR GROVE

# ORDINANCE NO.

# AN ORDINANCE APPROVING A SPECIAL USE AND VARIANCES FOR PROPERTY COMMONLY KNOWN AS 13714 POPLAR GROVE ROAD

**WHEREAS,** the Village of Poplar Grove is a municipality under the Illinois Constitution of 1970:

**WHEREAS**, Luke Cavil, 13714 Poplar Grove Road (the "Petitioner") has requested that the property at 13714 Poplar Grove Rd, parcel identification number 03-25-200-025, which is located in an RE Zoning District, be allowed a Special Use Permit to construct a pole barn on the property and that variances be granted for the height limitation set by Section 8-8-3(B)(2) and from the square footage limitation set by Section 8-8-3(B)(5), said property which is legally described on **Exhibit 1** which is attached hereto (the "Subject Property");

**WHEREAS**, a public hearing was held on November 21, 2024 before the Village of Poplar Grove Planning and Zoning Commission, due notice of the meeting having been published and mailed to those required to receive notice and all those members of the public desiring to testify and cross examine witnesses were given the opportunity;

WHEREAS, the Planning and Zoning Commission, based on the evidence presented in the record from said public hearing, recommended to allow Petitioner the special use to build the pole barn as an "Agricultural Building" and that variances that he requested for height and square footage be allowed, and the Commission adopted written findings of fact based upon the evidence which are attached hereto as Exhibit 2;

WHEREAS, the Village Board finds that Petitioner's requests are consistent with the stated purpose of the Zoning Ordinance and that the requests meet the standards and requirements of the Zoning Ordinance;

WHEREAS, the Village Board finds that the establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare; that the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, not substantially diminish and impair property values within the neighborhood; that the establishment of the special use will not impede the normal or orderly development and improvement of the surrounding property for uses permitted in the district; that adequate utilities, access roads, drainage and/or necessary facilities have been, are being, or will be provided; that adequate measures have been, or will be taken, to provide ingress or egress so designed as to minimize traffic congestion in the public streets; and that the special use shall, in all other respects, conform to the applicable regulations of the districts in which it is located.

WHERAS, the Village Board finds that the particular physical surroundings, shape, topographical, or other on-site condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out; special circumstances exist that are peculiar to the land, structure or building involved and are not applicable to other lands, structures or buildings in the same district; the purpose of the variations is not based exclusively upon a desire to increase the value or income potential of the property; the variations are the minimum variations that will make possible the reasonable use of the land, structure or building, and will not be detrimental to

the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; the owner of the property has not created the alleged difficulty or hardship; the proposed variations will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood or adversely affect the health, morals or general welfare of the public; and, the proposed variations comply with the spirit and intent of the restrictions imposed by the Zoning Code.

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

**SECTION 1**: The above stated recitals are incorporated herein by reference.

**SECTION 2:** A Special Use Permit is approved for the Subject Property to allow the Petitioner to build a pole barn as an Agricultural Building on the Subject Property. The development of the Subject Property shall be in accordance with the testimony by Petitioner before the Planning and Zoning Commission and the documents and revisions which were submitted to the Village in support of the application for a Special Use Permit.

**SECTION 3**: Variances are approved as to building height and building square footage in accordance with the testimony by Petitioner before the Planning and Zoning Commission and the documents and revisions which were submitted to the Village in support of the application for the variances..

**SECTION 4:** The specific terms and conditions of this Ordinance shall prevail against all other existing ordinances of the Village to the extent that there might be any conflict.

# **SECTION 5**: This Ordinance shall be in full force and effect from and after its passage and approval.

Trustee Cheek	Aye	Nay _	Absent	Abstain
Trustee Straw	Aye	Nay _	Absent	Abstain
Trustee Davies	Aye	Nay _	Absent	Abstain
Trustee Costanza	Aye	Nay	Absent	Abstain
Trustee Goings	Aye	Nay _	Absent	Abstain
Trustee Moore	Aye	Nay	Absent	Abstain
				Village of Poplar Grove
				Village President Don Sattler
ATTEST:				
Village Clerk				

I,	_, being the	e Petitioner,	having rea	ıd a copy	of this
Ordinance, do hereby accept, concur accordance with the terms of this Ordin	•	o develop a	nd use the	Subject Pro	operty in
Dated thisday of Decemb	er, 2024.				
Pe	etitioner:				

# **EXHIBIT 1**

# **LEGAL DESCRIPTION**

# **EXHIBIT 2**

# **DECISIONS AND RECOMMENDATIONS**

# **Legal Description**

PIN 03-25-200-025

Legal Description:

Part of the Northeast Quarter of Section 25, Township 45 North, Range 3 East of the Third Principal Meridian, bounded and described as follows, to-wit: Beginning at a point on the East line of said Quarter Section which bears South 00°-03′-24″ West, 99.83 feet from the Northeast corner of the South Half of the North Half of said Quarter Section; thence South 00°-03′-24″ West, along the East line of said Quarter Section, 402.26 feet; thence South 89°-06′-01″ West, 229.57 feet; thence South 00°-03′-24″ West, parallel with the East line of said Quarter Section, 174.74 feet; thence South 89°-06′-01″ West, 2409.67 feet to the West line of said Quarter Section; thence North 00°-00′-00″ East, along the West line of said Quarter Section, 576.59 feet; thence North 89°-05′-30″ East, parallel with the North line of the South Half of the North Half of said Quarter Section; 2639.92 feet to the point of beginning. Subject to the rights of the public over any part thereof taken, used or dedicated for public roadway purposes. Situated in the County of Boone and State of Illinois. Containing 34.03 Acres.

Prepared by:

R.K. Johnson & Associates, Inc. 1515 Windsor Road Loves Park, IL 61111 July 27, 2022 Job No. 17939

# VILLAGE OF POPLAR GROVE PLANNING AND ZONING COMMISSION

IN RE	)	
	)	
The Application of Luke Cavil	)	Matter No.
13714 Poplar Grove Rd.	)	

# DECISION AND RECOMMENDATION (Special Use Request)

# A. Summary of Requested Zoning Relief

The applicant, Luke Cavil ("Applicant"), of 13714 Poplar Grove Rd., seeks to build a pole barn on the property located at 13714 Poplar Grove Rd. ("Property") of 29 feet in height and 4,800 square feet of floor space for the purpose of storing his farm equipment indoors.

The Applicant is requesting a Special Use Permit to allow an Agricultural Building to be placed on the Property. The Property is zoned RE (Residential Estate). The lots in this District are larger in nature with a minimum lot size of 10 acres. The Property is approximately 34 acres and is surrounded by Agricultural uses.

An "Agricultural Building" is a permitted "Special Use" under Section 8-6-3(C)(2) of the Village's Zoning Code if the factors set forth by Section 8-5-7(D) of the Zoning Code are met.

The Commission conducted a public hearing on Applicant's request for a special use, after duly published notice, on November 21, 2024. The Commission makes the following findings of fact and recommendation pursuant to Section 8-5-3(H) of the Village Code.

# **B.** Findings of Fact

When considering a variance, the Commission must analyze the following factors pursuant to 8-6-3(C)(2) of the Zoning Code:

- 1. The establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare;
- 2. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, not substantially diminish and impair property values within the neighborhood;
- 3. The establishment of the special use will not impede the normal or orderly development and improvement of the surrounding property for uses permitted in the district:

- 4. Adequate utilities, access roads, drainage and/or necessary facilities have been, are being, or will be provided; and,
- 5. Adequate measures have been, or will be taken, to provide ingress or egress so designed as to minimize traffic congestion in the public streets; and 6. The special use shall, in all other respects, conform to the applicable regulations of the districts in which it is located.

The Commission finds that the proposed special use will not affect the public or other surrounding properties. No impact will result from the proposed special use. No public streets will be impacted, nor will property values be impaired because of the proposed special use. The proposed special use meets the spirit and intent of the Village Zoning Code. Therefore, the above factors are satisfied.

# C. Recommendation

The proposed Special Use meets the requirements set forth by the Village Code and the Commission recommends allowing the proposed special use.

Jessica Roberts, Chair Village of Poplar Grove Zoning and Planning Commission

Dated:

# VILLAGE OF POPLAR GROVE PLANNING AND ZONING COMMISSION

IN RE	)	
	)	
The Application of Luke Cavil	)	Matter No.
13714 Poplar Grove Rd.	)	

# **DECISION AND RECOMMENDATION**

(Zoning Variance Requests)

# A. Summary of Requested Zoning Relief

The applicant, Luke Cavil ("Applicant"), of 13714 Poplar Grove Rd., seeks to build a pole barn on the property located at 13714 Poplar Grove Rd. ("Property") of 29 feet in height and 4,800 square feet of floor space for the purpose of storing his farm equipment indoors. The Property is located in a RE (Residential Estate) zoning district.

Under Section 8-8-3(B)(2) of the Zoning Code, accessory buildings cannot exceed the height of the principal building or 20 feet, whichever is less. Under Section 8-8-3(B)(4), an accessory building cannot exceed the square footage of the ground floor level of the primary building.

The existing house (principal building) on the Property is 2,000 square feet, while the proposed pole barn is 4,800 square feet. The height of the existing house exceeds 20 feet, meaning the highest height allowed for the pole barn is 20 feet.

Thus, to build the pole barn as proposed, Applicant requires a variance from the height limitation set by Section 8-8-3(B)(2) and from the square footage limitation set by Section 8-8-3(B)(5).

The Commission conducted a public hearing on Applicant's variance requests, after duly published notice, on November 21, 2024. The Commission makes the following findings of fact and recommendation pursuant to Section 8-5-3(H) of the Village Code.

# **B.** Findings of Fact

When considering a variance, the Commission must analyze the following factors pursuant to Section 8-5-6(E) of the Zoning Code:

1. The particular physical surroundings, shape, topographical, or other on-site condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.

FINDING - Applicant operates a tree farm and requires a storage building to store farm equipment inside a building. Equipment currently is stored outside the Property except for a couple pieces of equipment that are stored in the attached garage. The variations of building height and square footage are necessary to store equipment.

- 2. Special circumstances exist that are peculiar to the land, structure or building involved and are not applicable to other lands, structures or buildings in the same district.
  - FINDING The Property consists of 33-34 acres of land. This property is unique compared to other properties located in the Village. There are a number of properties surrounded by the Property that are operated as farms, but they are located in Boone County and not within the Village. The proposed building is not visible from Poplar Grove Road and is screened with landscaping at Whiting Road.
- 3. The purpose of the variation is not based exclusively upon a desire to increase the value or income potential of the property.
  - FINDING The purpose of the first zoning variation is to provide enough building height to allow the appropriate square footage of the building. The purpose of the second is to provide enough square footage of a building to store farm equipment. The increase in height and square footage of the building are not based on a desire to increase value or income potential.
- 4. The variation is the minimum variation that will make possible the reasonable use of the land, structure or building, and will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.
  - FINDING The first zoning variation will allow the proper height of the building based on the square footage needed to store Applicant's farm equipment. The second variation will allow for that necessary square footage. Neither will not affect the public or other surrounding properties.
- 5. The owner of the property has not created the alleged difficulty or hardship.
  - FINDING The Property is an existing property and the owners have not created any difficulty or hardship.
- 6. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood or adversely affect the health, morals or general welfare of the public.
  - FINDING The use of the Property is a personal farm and they do not have any employees to operate such farm. No impact will be the result from the requested variations. Because of the variations, no public streets will be impacted nor will property values be impaired.
- 7. The proposed variation complies with the spirit and intent of the restrictions imposed by this title.
  - FINDING The proposed variations meet the spirit and intent of the zoning code.
- C. Recommendation

Item 3.

The two requested variances meet the requirem Commission recommends granting the requeste	,
	Jessica Roberts, Chair
	Village of Poplar Grove
	Zoning and Planning Commission
Dated:	

# Village of Poplar Grove, Illinois

Ordinance No. 2024-19

AN ORDINANCE GOVERNING CHARITABLE CONTRIBUTIONS TO THE VILLAGE OF POPLAR GROVE, ILLINOIS

# TITLE 1 ADMINISTRATION – CHAPTER 14 VILLAGE CHARITABLE CONTRIBUTIONS POLICY

**WHEREAS**, the Village of Poplar Grove, Illinois, recognizes the importance of charitable contributions in promoting community well-being, supporting public services, and enhancing the quality of life for all residents; and

**WHEREAS**, the Village Board of Trustees wishes to establish clear guidelines for the acceptance, use, and administration of charitable contributions, gifts, and donations to ensure transparency, accountability, and compliance with applicable laws.

**NOW, THEREFORE**, be it ordained by the Village Board of the Village of Poplar Grove that CHAPTER 14 VILLAGE CHARITABLE CONTRIBUTIONS POLICY shall be created as follows:

# Section 1-14-1: Purpose

The purpose of this policy is to establish clear guidelines for the accounting of acceptance, use, and administration of charitable contributions, gifts, and donations to ensure transparency, accountability, and compliance with applicable laws.

# Section 1-14-2: Definitions

For purposes of this Ordinance, the following terms are defined as follows:

- 1. **Charitable Contribution**: Any donation, gift, or bequest of money, property, goods, or services provided voluntarily to the Village of Poplar Grove, Illinois, for public use, benefit, or charitable purposes.
- 2. Village: The Village of Poplar Grove, Illinois.
- Charitable Purpose: Any purpose that benefits the public, including but not limited to education, public health, the arts, recreational programs, public safety, infrastructure improvements, and other civic endeavors.

# **Section 1-14-3: Authority to Accept Contributions**

 The Village President and Village Board of Trustees are authorized to accept charitable contributions on behalf of the Village of Poplar Grove.

- 2. Charitable contributions may be made to the Village for specific purposes as designated by the donor or for a designated use in accordance with the Village's needs and priorities.
- 3. No contribution shall be accepted if its conditions conflict with the laws, ordinances, or policies of the Village of Poplar Grove.
- 4. The Village shall not solicit or accept donations from its paid contractors and vendors as it may promote a conflict of interests.
- 5. Refer to Poplar Grove Ordinances Title 1 CHAPTER 11. STATE OFFICIALS AND EMPLOYEES ETHICS ACT

# Section 1-14-4: Procedures for Donation Acceptance

- 1. **Donor Acknowledgment**: The Village shall acknowledge all charitable contributions in writing, providing the donor with a receipt for tax purposes, as required by law.
- Restricted Contributions: If a donor specifies a restriction on the use of the contribution (e.g., for a specific project or program), the Village shall ensure that the contribution is used in accordance with the donor's expressed wishes. Restricted contributions shall be tracked separately in the Village's financial records.
- 3. **Unrestricted Contributions**: Unrestricted contributions shall be used by the Village for purposes deemed most beneficial by the Village Board of Trustees, consistent with the needs of the community. These funds shall be accounted for in detail by the treasurer.
- 4. **Donor Recognition**: The Village may recognize charitable donors publicly through appropriate methods, including but not limited to signage, plaques, and public announcements, unless the donor requests anonymity.

# Section 1-14-5: Administration and Use of Charitable Contributions

- 1. **Accounting and Reporting**: All charitable contributions received by the Village shall be recorded in the Village's financial records. The Village Treasurer or designated staff shall maintain a detailed log of all donations, specifying the donor, the amount or value of the contribution, the intended purpose, and the date received.
- 2. **Contributions:** Each contribution shall be entered into a separate booking keeping account number for a specific purpose and record keeping purposes and when those funds are used for their designated purpose, they will be withdrawn from that account number showing each transaction clearly for public consumption.
- 3. **Expenditure of Funds**: Charitable funds shall be expended in accordance with the terms of the contribution. Any unused or unspent funds designated for a specific purpose shall be rolled over for future use for that purpose or returned to the donor if requested.
- 4. **Compliance with Laws**: All charitable contributions and their uses shall comply with applicable federal, state, and local laws, including those governing tax-exempt status, reporting requirements, and ethical standards.

- 5. **Small Contributions Without Designation**: Small random cash or check donations shall be referred to local charitable 501(c)3 organizations as the village is not a charitable organization capable of handing out donations without potential political, ethical, and moral consequences.
- 6. Local Charitable Organizations: Small local charities are best suited to accept small donations.

# Section 1-14-6: Prohibited Contributions

- 1. The Village of Poplar Grove shall not accept any contribution that:
  - Violates public policy or law.
  - o Is made with the expectation of influencing Village policies, decisions, or actions.
  - Contains any unlawful or immoral conditions.
  - Contradicts or conflicts with the Village's mission or public interests.
- The Village President and the Village Board of Trustees shall have the discretion to reject any contribution that may undermine the integrity or reputation of the Village.

# Section 1-14-7: Disbursement of Charitable Funds

- 1. Charitable contributions shall be used in the disbursement of funds for projects and programs benefiting the public and the community of Poplar Grove.
- 2. Any disbursement of funds from charitable contributions must be authorized by the Village Board of Trustees, and expenditures must be documented and recorded in accordance with the Village's financial policies and applicable laws.

# Section 1-14-87: Annual Report

1. The Village shall provide an annual report to the public regarding the charitable contributions received, the purposes for which they were used, and the status of any ongoing or future charitable initiatives. This report will be made available on the Village website or at Village Hall upon request.

# Section 1-14-9: Severability

If any provision of this Ordinance is found to be invalid or unenforceable, the remainder of the Ordinance shall remain in full force and effect.

# Section 1-14-10: Effective Date

This Ordinance shall be in full force and effect upon its passage, approval, and publication in accordance with the laws of the State of Illinois.

Passed and approved this [] day of [Month], [Year].	
Village President:	

Village Clerk:			
Village Board of Trustees:			

This ordinance sets clear procedures and guidelines for accepting and using charitable contributions in the Village of Poplar Grove, ensuring transparency, accountability, and compliance with the law.

# **Village of Poplar Grove**

# Ordinance No. 2024-20

# An Ordinance Establishing a Credit Card Policy for the Village of Poplar Grove

# TITLE 1 ADMINISTRATION – CHAPTER 13 VILLAGE CREDIT CARD POLICY

**WHEREAS**, the Village of Poplar Grove recognizes the need for fair, consistent, and transparent credit card use and practices to promote the efficient operation of the municipal government; and

**WHEREAS**, the Village of Poplar Grove desires to establish guidelines for using village issued credit cards that ensure safe, abuse free, and fraud free compliance with applicable laws and regulations;

**NOW, THEREFORE**, be it ordained by the Village Board of the Village of Poplar Grove that CHAPTER 13 VILLAGE CREDIT CARD POLICY shall be created as follows:

# Section 1-13-1: PURPOSE

The purpose of this Ordinance is to establish a set of guidelines for issuing and using credit cards within the Village of Poplar Grove to ensure the secure, safe, and abuse free practice under state and municipal law.

# Section 1-13-2: VILLAGE OF POPLAR GROVE CREDIT CARD USE POLICY

Only authorized Officers and Employees of the Village may use a credit card issued in the name of the Village. Designated Officers may be: Public Works Director, Treasurer, Village Administrator, or Village President.

Any Officer or employee found guilty of illegal or unauthorized use of a Village credit card (intentional or not) may be subject to the penalties allowed by law and/or disciplinary action, up to and including termination.

# Section 1-13-3: CARDHOLDER RESPONSIBILITIES

- a. Ensure that the credit card is used in compliance with the Village's Credit Card Use Policy and its Purchasing Policies. For such purposes, all Officers and Employees issued a credit card shall execute the Credit Card Holder Agreement attached hereto as Exhibit 1.
- b. The Officer and/or employee issued the credit card must provide the Village Treasurer a photocopy of the front and back of the credit card, and shall be responsible for the protection and custody of each card issued, and shall immediately notify the Village Treasurer if the card(s) is lost or stolen.
- c. A Village credit card can be used only for the purchase of goods or services for the Village Operations and Maintenance.
- d. Village credit card users should notify vendors or merchants that the credit card transaction is tax exempt from Illinois Sales and Use taxes if the credit card is used for a purchase of goods or services in the State of Illinois.

- e. The credit card shall not be used for cash advances, personal use or any other type of personal purchase.
- f. The credit card shall not be used for travel related or food expenses while traveling on the road.
- g. All purchases made with a Village credit card must be reported with receipts and associated documentation detailing the goods or services purchased, cost, date of the purchase and the official business explanation therefore.
- h. All such documentation set forth in paragraph f. shall be tendered to the Village Treasurer in a timely manner to reconcile against each monthly credit card statement.
- i. Any credit card in the possession of an Officer or employee must be immediately surrendered to the Village Treasurer upon termination of appointment or employment. The Village reserves the right to withhold final payroll checks and payout of accrued leave until any card(s) is surrendered.

# **Section 1-13-4: INTERNAL CONTROL PROCEDURES**

The Village Administrator, and the Village Treasurer, shall be responsible for the issuance and retrieval of assigned Village Credit Cards, and generally for ensuring compliance with this Policy. Such duties shall include, but not be limited to:

- a. Maintaining a record of issuance and retrieval of Village credit cards and overseeing compliance with this Policy.
- b. Accounting and payment of expenses, and ensuring all documentation as required is submitted.
- c. Ensuring accuracy of the statement and that activity and account information is noted on the credit card statement for each line of entry.
- d. Compliance with Illinois law relative to records retention for safekeeping of statements and receipts.
- e. The Treasurer shall report credit card statements to the Village Board in their monthly reports along with invoices paid for the Village Boards review before payment is authorized.
- f. Credit card use is to comply with all Village Ordinances such as CHAPTER 10 PURCHASING PROCEDURES and also Ordinance CHAPTER 6 1-6J-1. ELECTED OFFICIAL, OFFICERS, AND EMPLOYEE TRAVEL REIMBURSEMENT

# Section 1-13-5: Village of Poplar Grove Credit Cardholder Agreement

Credit cards issued in the name of the Village of Poplar Grove shall be used only for the official business of the Village of Poplar Grove to acquire goods and services for the operation and maintenance of the Village. Each credit card must be used in accordance with the provisions of the Credit Card Use Policy and the Purchasing Policies of the Village of Poplar Grove.

Violations of the Credit Card Use Policy shall result in revocation of use privileges and disciplinary actions. The Village of Poplar Grove will investigate and commence, in appropriate cases, criminal prosecution against any individual found to have used a Village credit card for improper purposes.

Any Officer or employee found guilty of illegal or unauthorized use of a Village credit card may be subject to penalties provided by law and/or disciplinary action, up to and including termination.

Credit Card Issued By:
Last 4 Digits of Card:
Credit Card Received By:
Acknowledgment:
I acknowledge receipt of the attached Credit Card Use Policy and agree to abide in all respects with this Policy.
Signature:
Dated:
[Treasurer's Use Only]
Credit Card Returned/Reported Lost or Stolen on:
Village Treasurer:
Dated:

# **Village of Poplar Grove**

# Ordinance No. 2024-21

# An Ordinance Establishing Hiring Procedures for the Village of Poplar Grove

# TITLE 1 ADMINISTRATION – CHAPTER 6 VILLAGE OFFICERS AND EMPLOYEES

**WHEREAS**, the Village of Poplar Grove recognizes the need for fair, consistent, and transparent hiring practices to promote the efficient operation of the municipal government; and

**WHEREAS**, the Village of Poplar Grove desires to establish guidelines for hiring that ensure equal opportunity for all candidates and compliance with applicable laws and regulations;

**NOW, THEREFORE**, be it ordained by the Village Board of the Village of Poplar Grove that CHAPTER 6 VILLAGE OFFICERS AND EMPLOYEES be amended as follows:

# Section 1-6K-1: Purpose

The purpose of this Ordinance is to establish a set of guidelines for hiring practices within the Village of Poplar Grove to ensure the selection of qualified candidates in a fair and equitable manner for staff, other than appointed officers by the Village President under municipal law.

# Section 1-6K-A: Applicability

This ordinance shall apply to all hiring processes within the Village of Poplar Grove, including but not limited to full-time, part-time, seasonal, and temporary employees. This ordinance does not apply to elected officials, or officers, who are subject to other election laws and procedures.

# Section 1-6K-B: Equal Opportunity Employment

- 1. The Village of Poplar Grove is an equal opportunity employer. All hiring decisions will be made based on qualifications, skills, experience, and merit, without regard to race, color, national origin, religion, age, gender, sexual orientation, disability, or any other characteristic protected by law.
- 2. The Village will make reasonable accommodations for applicants with disabilities in accordance with the Americans with Disabilities Act (ADA) and applicable state and local laws.

# **Section 1-6K-C: Hiring Process**

# 1. Job Postings:

 All job openings shall be posted publicly on the Village's official website, local bulletin boards, and other reasonable outlets (e.g., local newspapers or job boards) as determined by the Village Clerk or designee.  The job posting shall include a description of the position, qualifications required, job duties, salary range, application deadline, and other relevant details.

### 2. Application Submission:

- Applicants must submit their applications in writing, either via the Village's online portal, by email, or by hand delivery to the Village Hall, depending on the specific instructions provided in the job posting.
- Applications shall include a completed application form, a resume (if required), and any other documents requested in the job posting.

### 3. Screening and Interviews:

- The Village President or designee shall review all applications to ensure they meet the minimum qualifications outlined in the job posting.
- A hiring committee may be formed, composed of at least two (2) individuals, including the Village President, the department head, or one additional member from the Village Board or another appointed representative.
- The hiring committee will screen applications, conduct interviews, and assess candidates based on their qualifications, experience, and suitability for the position.

### 4. Background Checks:

- All candidates under consideration for hire may be subject to a background check, which
  may include criminal history, employment history, and other relevant checks based on
  the nature of the position.
- The Village will obtain written consent from the candidate prior to conducting any background checks.

#### 5. Selection and Offer:

- Upon completion of the interview process, the Village President or hiring committee will submit a recommendation for the selected candidate to the Village Board for final approval.
- Once approved, a formal job offer will be extended to the selected candidate. The offer will include details of the position, salary, benefits, and any other applicable terms.

### Section 1-6K-D: Appointment and Employment

#### 1. Appointment:

 The Village Board shall formally approve all appointments for Village employment, including full-time, part-time, and temporary positions.

### 2. Employment Policies:

All employees of the Village of Poplar Grove will be subject to the Village's employee
policies and procedures as set forth in the Employee Handbook, including but not
limited to policies regarding ethics, conduct, and workplace safety.

### Section 1-6K-E: Non-Discrimination

The Village of Poplar Grove shall adhere to all federal, state, and local laws related to non-discrimination in hiring practices. Any person who believes they have been discriminated against in the hiring process may file a complaint with the Village Clerk.

### Section 1-6K-F: Retention of Records

- 1. The Village Clerk shall maintain all application materials, interview notes, and background check results for a minimum of two (2) years from the date of the hiring decision.
- 2. Upon request, candidates may review their own application materials, but not the materials of other candidates.
- 3. Only after hiring, the candidate may be subject to open records and FOIA request of application materials, because they are now a public employee.

### Section 1-6K-G: Implementation

The Village President, Village Clerk, and Village Board shall be responsible for implementing the provisions of this Ordinance and ensuring that all hiring procedures follow the established guidelines. The Village Clerk or Village Administrator, shall report to the Village Board on hiring practices and outcomes at least once annually.

### Section 1-6K-H: Severability

If any section, provision, or part of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, the remainder of the Ordinance shall remain in full force and effect.

### Section 1-6K-I: Effective Date

This Ordinance shall be effective immediately upon adoption by the Village Board.

ADOPTED this [day] of [month], [year], by the Village Board of the Village of Poplar Grove.

[Signature lines for Village President, Village Clerk, and Board Members]

This ordinance sets out a clear framework for hiring practices while promoting fairness, transparency, and adherence to legal requirements. It can be modified to reflect specific needs or additional procedures as required by the Village of Poplar Grove.

### **Village of Poplar Grove**

Ordinance No. 2024-22

# An Ordinance Defining THE DUTIES OF THE VILLAGE TREASURER for The Village Of Poplar Grove, Illinois

## TITLE 1 ADMINISTRATION – CHAPTER 6 VILLAGE OFFICERS AND EMPLOYEES

**WHEREAS**, the Village of Poplar Grove, Illinois, recognizes the importance of establishing clear and definitive duties for the office of the Village Treasurer in order to maintain effective financial management, transparency, and accountability within the Village government;

**WHEREAS**, the Village of Poplar Grove desires to establish guidelines for the Treasurer that ensure equal opportunity for all those within the corporate authority and compliance with applicable laws and regulations;

**NOW, THEREFORE**, be it ordained by the Village Board of the Village of Poplar Grove that CHAPTER 6 VILLAGE OFFICERS AND EMPLOYEES be amended as follows with redlined additions:

Code -

### **TITLE I - ADMINISTRATION**

### CHAPTER 6. VILLAGE OFFICERS AND EMPLOYEES

#### ARTICLE B. VILLAGE TREASURER

#### 1-6B-1. DUTIES OF TREASURER.

The duties of the Village Treasurer shall include, without limitation, those required by state statute and also include the following.

- A. Be in charge of that portion of their office which they are statutorily required to perform by the Illinois Compiled Statutes. The Village Treasurer shall be supervised by the Village President and report directly to the Village President and Board regarding the administration of the office;
- B. Receive all money paid to the Village either directly from the person paying the money or from the hands of any Officer or employee who may receive it or a validated deposit slip or duplicate thereof from the Village Clerk or Deputy Clerk indicating the source, date, amount of deposit, and shall pay out

- money only after the Board has approved payment of such amounts according to regular Village billing approval procedures;
- C. Keep the records showing all money received by such person, showing the source from which it was received, and the purpose for which it was paid. The Village Treasurer shall keep records at all times showing the financial status of the Village;
- D. Keep such books and accounts as may be required by state law, this Code or other ordinances of the Village, and shall keep them in a manner as required by the Board. The Village Treasurer shall be competent with current computer software to maintain the various accounts;
- E. Shall be responsible for purchase orders and bill payments;
- F. Make monthly reports to the Board showing the state of the finances of the Village and the amounts received and spent during each month. The Village Treasurer shall prepare and file an annual report within six months from the end of each fiscal year with a total of all receipts and expenditures of the Village and transactions conducted by the Village Treasurer during the preceding fiscal year;
- G. Keep a register of all warrants, bonds or other accounts paid by the Village Treasurer and all vouchers as required by state law. The Village Treasurer shall keep a register of payments of all utility bills. Any employee hired or assigned the duties of a billing clerk shall be supervised and report to the Village Treasurer;
- Shall work with the Village Clerk to ensure proper indexing of all records regularly kept in the custody
  of the Village Treasurer;
- I. Assist the contracted, independent auditors with the annual Village audits;
- J. Attend the Finance and Public Works Committee meeting, or any other meeting he is directed to attend by the Village President, to provide a report to the Board, unless excused therefrom;
- K. Assist the Village Officers in creation of the annual budget;
- L. Be responsible for all tasks related to employee payroll including payroll deductions, IMRF, wage garnishments, etc.;
- M. Responsible for all aspects related to the Village's investments, ensure availability of funds for payment of monthly bills, payroll and daily expenses. Pay monthly bond transfers, contact banks and secure bids for the investments, manage certificates of deposit, money market accounts and the Illinois Fund;
- N. Attend seminars in accordance with the seminar policy set forth in the employee handbook and this Code.
- O. Other Duties as Assigned. The Village Treasurer shall perform such other duties as are necessary or required by law, or as may be assigned by the Village President or Village Board, in support of the financial management and operations of the Village.
- P. The village treasure shall provide monthly expenditure reports to the village board for the village credit cards, that include the monthly statements before paying the charges.
- Q. The village treasurer shall provide the invoices paid account statements to the village board each month in the treasurer's report.

(Amd. Ord. 2018-01, 4-18-2018)

### **Village of Poplar Grove**

Ordinance No. 2024-23

An Ordinance Establishing Elected Officials, Officers, and Employees Travel Reimbursement for the Village of Poplar Grove

# TITLE 1 ADMINISTRATION – CHAPTER 6 VILLAGE OFFICERS AND EMPLOYEES

**WHEREAS**, the Village of Poplar Grove recognizes the need for fair, consistent, and open practices, and to comply with (50 ILCS 150/) Local Government Travel Expense Control Act, and to promote the efficient operation of the municipal government; and

**WHEREAS**, the Village of Poplar Grove desires to establish guidelines for Travel Expenses that ensure equal opportunity for all those within the corporate authority and compliance with applicable laws and regulations;

**NOW, THEREFORE**, be it ordained by the Village Board of the Village of Poplar Grove that CHAPTER 6 VILLAGE OFFICERS AND EMPLOYEES be amended as follows with redlined additions:

### Code -

### TITLE I - ADMINISTRATION

### CHAPTER 6. VILLAGE OFFICERS AND EMPLOYEES

### 1-6J-1. ELECTED OFFICIAL, OFFICERS, AND EMPLOYEE TRAVEL REIMBURSEMENT.

- A. Before a training session, seminar, or class begins, any member of the corporate authorities must submit to the Village President or his or her designee documentation regarding the training, seminar or class along with the anticipated costs associated therewith. At the time of review, and before attendance is approved or denied, consideration will be given to mileage, food, attendance fees and wages. No member of the corporate authorities will be reimbursed for any entertainment expense, which includes shows, amusements, theaters, circuses, sporting events, golfing events, group dinners, group lunches. or any other place of public or private entertainment or amusement.
- B. All training, seminars and classes must be approved by the Village Board, with a roll call vote, before the training, seminar or class begins. Approval for training and classes is at the discretion of the Village Board and will only be approved if the training or class is necessary for the employee or elected official to perform his/her duties. See (50 ILCS 150/) Local Government Travel Expense Control Act.
- C. Prior to the approval of such expenses, the following minimum documentation must be submitted.
  - 1. An estimate of the cost of travel, meals, or lodging if expenses have not been incurred or a receipt of the cost of the travel, meals, or lodging if the expenses have already been incurred; and
  - 2. The name of the individual who is requesting or received the travel, meal, or lodging expense; and

- 3. The office of the individual who is requesting or received the travel, meal, or lodging expense; and
- 4. The date or dates and nature of the official business in which the travel, meal, or lodging expense will be or was expended. Backup documentation and receipts (\*meal stubs, parking, toll slips, mileage readings) is required for actual reimbursement of expenses.
- D. Classes and conferences are the only types of official business for which travel, meal, and lodging expenses are allowed. The maximum allowable reimbursement for travel, meal, and lodging expenses is set at \$800.00 \$1500 per class or conference. Meal costs are subject to the following per day maximum reimbursement limits. Breakfast \$8.00 \$12.00, Lunch \$12.00 \$15.00, Dinner \$20.00 \$25.00. If a meal or meals is provided with the training class attended, reimbursement will not be provided by the Village meals. The Village will not reimburse for any alcohol expenses of any kind. A form for submission of travel, meal, and lodging should be obtained from the Village Clerk or Treasurer. Approval of expenses that exceed the maximum allowable travel, meal, or lodging expenses, will only be approved in the event of an emergency or other extraordinary circumstances by the Village Board. Expenses for travel, meals and lodging of any member of the corporate authorities that exceeds the maximum reimbursement allowed under the regulations adopted under this paragraph may only be approved by a roll call vote at an open meeting of the corporate authorities of the Village.

Page 2 of 2

E. Friends, or family members are not authorized for these expenses.

(Ord. 17-12, passed 8-16-2017; Ord. No. 2021-04, § 4, 3-17-2021)

Poplar Grove, Illinois, Code of Ordinances (Supp. No. 6)

### **Village of Poplar Grove**

### Ordinance No. 2024-24

# An Ordinance Establishing Purchasing Procedures for the Village of Poplar Grove

### TITLE 1 ADMINISTRATION – CHAPTER 10 PURCHASING PROCEDURES

**WHEREAS**, the Village of Poplar Grove recognizes the need for fair, consistent, and transparent purchasing procedures to promote the efficient operation of the municipal government; and

**WHEREAS**, the Village of Poplar Grove desires to establish guidelines for purchasing that ensure compliance with applicable laws and regulations;

**NOW, THEREFORE**, be it ordained by the Village Board of the Village of Poplar Grove that CHAPTER 10 PURCHASING PROCEDURES be amended as follows in red:

### TITLE 1 ADMINISTRATION

### **CHAPTER 10. PURCHASING PROCEDURES**

### 1-10-1. PURCHASING AND BACKGROUND.

The purpose of this directive is to provide comprehensive purchasing policies and procedures as guidance in procuring equipment, materials, supplies and services for the operational requirements of the Village and is created to ensure competitive and unbiased selection of qualified and cost-effective vendors and suppliers. This chapter is intended for use by Village personnel as a general reference and will be revised as policies and procedures require revisions or clarification.

- A. Equipment, materials, supplies, and services are specific tools to be used for running, maintaining, repairing, operating, and improving the infrastructure of the village for the public good.
- B. Food, lunches, dinners, gift cards, entertainment of any kind, or dual-purpose personal-use/public-use Items do not meet the definitions above for purchasing.

(Ord. 2012-020, 5-14-2012)

### 1-10-2. PURCHASING OBJECTIVES.

The objectives of this purchasing manual are as follows.

It is the philosophy of the Village to conduct a purchasing process which will result in maximum value in the goods and services purchased for the tax dollar spent. It is the policy of the Village that the purchasing process will achieve the following objectives.

- A. Purchase goods and services at the lowest cost consistent with specified quality and service levels.
- B. Promote full competition from vendors through a standardized formal bidding process.

- C. Comply with all local, state and federal regulations regarding the purchase of municipal goods and services.
- D. Maintain standards of quality in materials.
- E. Avoid duplication, waste and obsolescence with respect to materials and equipment.

The policies and procedures in the section that follow are meant to serve as guidelines and may not govern every purchasing situation which may arise. When purchases of an emergency nature are necessary, the Village should strive to maintain the objectives outlined in Section 1-10-3.

To enable the Village to follow a purchasing procedure which promotes availability of material and services when needed, without creating excess inventory.

To provide adequate controls and oversight over Village expenditures as required by the Village's auditors and in compliance with local government accounting practices, laws, and principles.

Note. The following policies and procedures are meant to serve as guidelines and may not govern every purchasing situation which may arise. When purchases of an emergency nature are necessary, the Village should strive to maintain the objectives outlined above.

(Ord. 2012-020, 5-14-2012)

#### 1-10-3. GENERAL PURCHASING POLICIES.

This section describes Village purchasing policies which apply to all non-emergency purchases of material, equipment, supplies, and services as defined in section 1-10-1 above.

#### **PURCHASING CATEGORIES**

Non-emergency purchases made by the Village may be grouped under the following categories.

- A. Purchases up to \$2,500.
- B. Purchases between \$2,501.00 and state limit, as defined in ILCS Ch. 65, Act 5, § 8-9-1 and as amended, hereafter referred to as "state limit."
- C. Purchases above the state limit.

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

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

Emergency Purchases. In the event of enemy caused, other disaster, or other exigent circumstances, the Village President or his/her designee is authorized on behalf of the Village to procure such services, supplies, equipment, or materials as may be necessary for such purposes, in view of exigency, without

regard to the statutory procedures or formalities normally prescribed by law pertaining to Village contracts or obligations, as authorized by the Village Code.

The terms and any conditions of any purchase of services by the Village shall be memorialized in writing (e.g. contracts, purchase orders, etc.).

(Ord. 2012-020, 5-14-2012; Amd. Ord. 2017-11, 6-21-2017; Ord. No. 18-26, § 2, 9-19-2018; Ord. No. 2021-04, § 5, 3-17-2021)

#### 1-10-4. PURCHASING PROCEDURES.

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

#### PROCEDURE.

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

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

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

### PROCEDURE.

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

If a supplier is recommended who has not quoted the lowest price, staff should document the reason for not recommending the supplier quoting the lowest price. If the purchase is for a routine operating good or service, a price comparison shall be performed once during the fiscal year. Exceptions to obtaining price

quotes from more than one vendor may occur in the event an item is unique and/or specialized or specifications are detailed.

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

#### PROCEDURE.

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

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

(Ord. 012-020,5-14-2012; Amd. Ord. 2017-11, 6-21-2017; Ord. No. 2021-04, § 6, 3-17-2021)

(65 ILCS 5/8-9-1) (from Ch. 24, par. 8-9-1)

Sec. 8-9-1. In municipalities of less than 500,000 except as otherwise provided in Articles 4 and 5 any work or other public improvement which is not to be paid for in whole or in part by special assessment or special taxation, when the expense thereof will exceed \$25,000, shall be constructed either (1) by a contract let to the lowest responsible bidder after advertising for bids, in the manner prescribed by ordinance, except that any such contract may be entered into by the proper officers without advertising for bids, if authorized by a vote of two-thirds of all the alderpersons or trustees then holding office; or (2) in the following manner, if authorized by a vote of two-thirds of all the alderpersons or trustees then holding office, to-wit: the commissioner of public works or other proper officers to be designated by ordinance, shall superintend and cause to be carried out the construction of the work or other public improvement and shall employ exclusively for the performance of all manual labor thereon, laborers and artisans whom the municipality shall pay by the day or hour; and all material of the value of \$25,000 and upward used in the construction of the work or other public improvement, shall be purchased by contract let to the lowest responsible bidder in the manner to be prescribed by ordinance. However, nothing contained in this Section shall apply to any contract by a city, village or incorporated town with the federal government or any agency thereof.

In every city which has adopted Division 1 of Article 10, every such laborer or artisan shall be certified by the civil service commission to the commissioner of public works or other proper officers, in accordance with the requirement of that division.

In municipalities of 500,000 or more population the letting of contracts for work or other public improvements of the character described in this Section shall be governed by the provisions of Division 10 of this Article 8. (Source: P.A. 102-15, eff. 6-17-21.)

### **RESOLUTION NUMBER: 2024-20**

### A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS TO APPROVE THE MEETING SCHEDULE FOR VILLAGE BOARD MEETINGS FOR 2025

**WHEREAS**, the Village of Poplar Grove (the "Village") desires to approve the schedule for meetings of the Village Board in 2025, a copy of which is attached hereto as <u>Exhibit A</u> and incorporated herein ("Schedule"); and

**WHEREAS**, the Village has determined it is in the best interest of the Village and its citizens to approve the Schedule.

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

- 1. The above recitals are incorporated herein and made a part hereof.
- 2. The Village hereby approves the Schedule for meetings of the Village Board in 2025 as set forth in Exhibit A attached to this Resolution or one in substantially similar form.
- 3. The Village President and Village Clerk are hereby authorized to sign and attest the Schedule.

PASSED UPON MOTION BY		
SECONDED BY		
BY ROLL CALL VOTE THIS	DAY OF	_, 2024
AS FOLLOWS:		
VOTING "AYE":		
VOTING "NAY":		
ABSENT, ABSTAIN, OTHER		
A DDD OVED	2024	

VILLAGE PRESIDENT	
ATTEST:	
ATTEST:	
VILLAGE CLERK	

### **EXHIBIT A: SCHEDULE FOR 2025 VILLAGE BOARD MEETINGS**

January:			May:			September		
8	Board	7:00 PM	14	Board	7:00 PM	10	Board	7:00 PM
15	Board	7:00 PM	21	Board	7:00 PM	17	Board	7:00 PM
25	P&Z Comm.	6:00 PM	28	P&Z Comm.	6:00 PM	24	P&Z Comm.	6:00 PM
February:			June:			October:		
12	Board	7:00 PM	11	Board	7:00 PM	8	Board	7:00 PM
19	Board	7:00 PM	18	Board	7:00 PM	15	Board	7:00 PM
26	P&Z Comm.	6:00 PM	25	P&Z Comm.	6:00 PM	22	P&Z Comm.	6:00 PM
March:			July:			November:		
12	Board	7:00 PM	9	Board	7:00 PM	12	Board	7:00 PM
19	Board	7:00 PM	16	Board	7:00 PM	19	Board	7:00 PM
26	P&Z Comm.	6:00 PM	23	P&Z Comm.	6:00 PM	26	P&Z Comm.	6:00 PM
April:			August:			December:		
9	Board	7:00 PM	13	Board	7:00 PM	10	Board	7:00 PM
16	Board	7:00 PM	20	Board	7:00 PM	17	Board	7:00 PM
23	P&Z Comm.	7:00 PM	27	P&Z Comm.	6:00 PM	24	P&Z Comm.	6:00 PM
Comi	mittee Meetings as n	eeded						
						I		I

# Village of Poplar Grove



### **Project Status**

Tennis Court Rehab is complete with an updated tennis court & 2 new pickle ball courts.



### **Quick Notes from Staff**

Reminder when a Snow Emergency has been declared any vehicles not moved will be towed.

If you have a fire hydrant on your property please clear away snow to ensure easy access to fire personnel in the event of a fire emergency.

## **Upcoming Events**

Saturday Dec. 7th & Sunday Dec 8th from 10am to 4pm - Christmas at Alpaca Pines Farm. 21756 Beaverton Road, Poplar Grove, IL

Dec. 8th Vintage Wings & Wheels Museum is hosting visit with Santa from 1pm - 4pm. 5151 Orth Road, Poplar Grove, IL

Dec. 14th Boone's Bar & Slots will be hosting an Ugly Christmas Sweater Contest and Fundraiser. 13535 IL Rt 76 Poplar Grove, IL

Saturday Dec. 16th Boone's Bar & Slots from 6pm - 1am will be hosting an Ugly Christmas Sweater and Party to raise money for kids with cancer. 13535 IL Rt 76 Poplar Grove IL

Wednesday Dec. 18th starting at 7pm Small Town Heart will be hosting a Holiday Serving Tray painting party at Mortimer's Roadhouse 105 W. Grove Street

"Winter is a time to cherish the simple joys of life."

~ Unknown

### **History**

The only original business building still standing in Poplar Grove is the old hotel just north of the railroad tracks. Built about 1856 it was first run by W.S. Woodward. There was a dormitory area in the upstairs to the south (now two apartments) maintained by the railroad to house their employees. The railroad went through in 1858. Later cots by the night were rented out in this big room, and there are tales of dances held here toward the last of the century where Ira and Addie Webster were operating the hotel.

### **Business Spotlight**

### My Three Pups Pet Food Pantry

This local 501(C)(3) non-profit helps pets stay in their loving homes by proving free dog and cat food to those in need. My Three Pups recently moved from the Empower Boone building in Capron to their own space in Poplar Grove to support growing demand. They distribute food weekly on Tuesdays and the first Saturday of each month, 9am - 2pm, depending on supply.

Location: 100 East Grove

Street

Contact: Follow My Three Pups Pet Food Pantry on Facebook

for more details.

### **Recent Events**

The 3rd annual Barktoberfest Pet Fundraiser took place on Sunday Sept 8th co-hosted by Small Town Heart and Mortimer's Roadhouse featuring pet friendly vendors, crafters, live music, and adoptable pets. Event raised \$2,700!



### Upcoming Meetings at Village Hall

Dec. 11th - Village Board Meeting 7pm

Dec. 18th - Village Board Meeting 7pm

Dec. 25th - Planning & Zoning 6pm

Jan. 8th - Village Board Meeting 7pm

Jan. 15th - Village Board Meeting 7pm

Jan. 22rd - Planning & Zoning 6pm

Feb. 12th - Village Board Meeting 7pm

Feb. 19th - Village Board Meeting 7pm

Feb. 26th - Planning & Zoning 6pm

Agendas & Packet
Information:
https://www.poplargroveil.gov/meetings



### NEW: Business Directory

The Community Communications Committee is currently developing a business directory to support our local businesses, non-profit organizations, and social clubs.

If you are the owner/representative of a local business, non-profit organization, or social club and would like to participate please email me (krichardson@villageofpoplargrove.com) the following information and one of our members will reach out:

- \* Contact Name
- \* Contact Phone
- \* Contact Email
- \* Business Name
- \* Business Address
- \* Business Phone
- \* Business Email
- \* Business Website or FB Page

Item 12.

### Oliphant Lock & Safe, Inc.

131 Riverside Blvd Loves Park, IL 61111 USA +18152275700 www.oliphantlock.com

### **Estimate**



**ADDRESS** 

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

ESTIMATE#	DATE	EXPIRATION DATE
65481	11/07/2024	12/07/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Commercial Labor	Disable deadbolt that is currently on the door and remove pus/pull plates.	2	1,978.00	3,956.00
		Supply and install wrap around plate and Alarm lock push button lever with key override.			

 SUBTOTAL
 3,956.00

 TAX
 0.00

 TOTAL
 \$3,956.00

Accepted By Accepted Date



### Wm. W. Meyer & Sons, Inc.

1700 Franklin Blvd. · Libertyville, Illinois 60048-4407 USA · P: (847) 918-0111 · F: (847) 918-8183

11/05/2024 Proposal # 00013393-0

ATTN: ION STEAR POPLAR GROVE (VILLAGE OF) 200 N HILL ST POPLAR GROVE, IL 61065 Phone # (815) 560-7399

Email: istear@testinc.com

RE: WM5267 - HYCLMBA Gardner Denver

Dear Ion:

Wm. W. Meyer & Sons is pleased to provide the following proposal for your consideration:

Qty	Item# / Description	Price Each	Net Price
1	423ZZ000 - Complete Repair of HYCLMBA Gardner Denver, Noisy Blower	\$4,020.00	\$4,020.00
1	HYCLMBA New - New HYCLMBA Blower	\$5,362.00	\$5,362.00

Proposal Total \$9,382.00

Should you have any other questions or concerns, please feel free to contact me.

Sincerely,

Joe Kowalski Wm. W. Meyer & Sons, Inc

Item 13.



### Wm. W. Meyer & Sons, Inc.

1700 Franklin Blvd. · Libertyville, Illinois 60048-4407 USA · P: (847) 918-0111 · F: (847) 918-8183

POPLAR GROVE (VILLAGE OF) POPLAR GROVE, IL

11/05/2024

Proposal # 00013393

Page 2

QTY Complete Overhaul of Blower

**EACH** \$4,020.00

TOTAL \$4,020.00

Shipping Schedule: 6-8 Weeks Estimated Weight Each: 300 Lbs

Due to special type, features, or options quoted, this product may not be cancelled or returned unless prior written authorization is provided.



#### Wm. W. Meyer & Sons, Inc.

1700 Franklin Blvd. · Libertyville, Illinois 60048-4407 USA · P: (847) 918-0111 · F: (847) 918-8183

POPLAR GROVE (VILLAGE OF) POPLAR GROVE, IL

11/05/2024

Proposal # 00013393

Page 3

QTY New Drop in Replacement HYCLMBA Blower

**EACH** \$5,362.00

**TOTAL** \$5,362.00

Shipping Schedule: 6-8 Weeks Estimated Weight Each: 300 Lbs

Due to special type, features, or options quoted, this product may not be cancelled or returned unless prior written authorization is provided.

Quoted by Joe Kowalski(jkowalski@wmwmeyer.com) Wm. W. Meyer & Sons, Inc

General compliance with NFPA/NEC standards should not be assumed by the purchaser unless explicitly noted in the proposal's content. The owner/purchaser has full and sole responsibility for such compliance in the use of this equipment purchased from Wm. W. Meyer and Sons, Inc.

All orders are subject to the Meyer Terms and Conditions submitted herewith. Your assent to such Meyer Terms and Conditions shall be conclusively presumed from your failure to object in writing and your acceptance of all or any part of the goods ordered. No addition to or modification of said Meyer Terms and Conditions shall be binding upon us unless specifically agreed to by us in a signed writing.

Terms will be determined upon credit review and approval.

Orders that exceed \$25,000 will require progress payment(s). Payable in U.S. Dollars.

Credit Card payments will incur a 3% processing fee that will be added to the total when processing the charges. Orders are payable in U.S. Dollars. Proposal is valid for 30 days from the date on this proposal. Shipping Schedule: As noted above and does not include transit time. FOB Libertyville, Illinois. Unless otherwise stated, freight charges and any applicable taxes are NOT included above, but will be calculated and added to the total.

Note: Due to a 2018 U.S. Supreme Court Decision, local sales tax may now be added to your invoice. If you have a Tax Exempt Certificate, please furnish a copy of the Tax Exemption Certificate for the U.S. State the equipment is shipping to.



File No.: 875-F-004 Effective: 08-31-2017

### MEYER LIMITED WARRANTY PROVISION

#### GENERAL PROVISIONS AND LIMITATIONS

Wm. W. Meyer & Sons, Inc. (the "Seller") warrants to each original retail purchaser (the "Buyer") of its new products from the Seller or its authorized distributor that such products are at the time of delivery to the Buyer and during the Warranty Period, made with material and workmanship at the industry standard. No warranty is made with respect to:

- Any product which has been disassembled, partially disassembled, repaired, or altered in such a way in the Seller's judgment, as to affect the product adversely.
- Any product which has, in the Seller's judgment been subject to negligence, accident, improper storage or improper installation or application.
- Any product whose performance or fitness for service is alleged to have been adversely affected due to the passage of time, or the exposure to materials, environments or operating conditions with abrasive or corrosive characteristics.
- Any product which has not been operated or maintained in accordance with normal practice and with the recommendations of the Seller.
- Components or accessories manufactured, warranted and services by others.
- 6. Any reconditioned or prior owned product.
- 7. Failure to return "unopened" components per Seller's instructions

Claims for items described in item 5 above should be submitted directly to the original manufacturer.

#### LIMITED WARRANTY PERIOD

The Seller's obligation under this provision is limited to repairing or, at its sole discretion, replacing, during normal business hours at its Libertyville plant or factory-authorized service depot, any part which in its sole judgment proved not to be as warranted within the applicable Warranty Period as follows:

#### Industrial Product Group

All rotary valves, diverters, gates, vacuum/pressure blower packages and all other air/material process equipment within this group, and consisting of all parts within each component or accessory package, are warranted to be free of manufacturing defects and defects in workmanship for 12 months from date of initial use or 18 months from date of shipment to first Buyer, whichever occurs first.

Engines, motors, compressors, controls and/or any accessory item furnished by the Seller but manufactured by others are warranted only to the extent of the original manufacturer's warranty.

#### **Contractor Products Group**

All insulation blowing machines and insulation removal vacuum machines are warranted to be free of manufacturing defects or defects in workmanship for 24 months from the date of shipment to the first Buyer, provided the machine(s) has been processing only material for its intended purpose – specifically insulation blowers and vacuums handling fibrous insulation material and air duct cleaning vacuums handling dust and typical air-deposited debris commonly found in air handling ducting systems.

Engines, motors, compressors, controls and/or any accessory item furnished by the Seller but manufactured by others are warranted only to the extent of the original manufacturer's warranty.

### LABOR AND TRANSPORTATION

The Seller will provide labor, by Seller representative or authorized service personnel, for repair or replacement of any product or part thereof which in the Seller's sole judgment is proved not to be as warranted. Labor shall be limited to the amount specified in the Seller's labor rate schedule.

Labor costs in excess of the Seller's rate schedule amounts or labor provided by unauthorized service personnel is not provided for under this Limited Warranty provision.

All costs of transportation of product, labor or parts claimed not to be as warranted; to or from Libertyville, Illinois or an authorized service depot, shall be borne by the Buyer. The Seller may require the return of any part claimed not to be as warranted to its Libertyville, Illinois plant or a facility as designated by the Seller, transportation prepaid by the Buyer, to establish a claim under this warranty provision.

Replacement parts provided under the terms of the warranty are warranted for the remainder of the Limited Warranty Period of the product upon which installed to the same extent as if such parts were original components thereof.

### RETURNED GOODS

All claims must be communicated to the Seller's Sales/Service personnel prior to shipment, at which time a Return Material Authorization number (RMA No.) will be issued. All shipping containers must be clearly marked with this RMA number. All returned goods must be shipped freight prepaid only and within 15 calendar days of return authorization. Failure to do so may result in refusal of the shipment and/or the warranty claim, delay in handling and/or additional charges.

#### **DISCLAIMER - EXCLUSIVE REMEDY**

THE FOREGOING WARRANTY IS EXCLUSIVE AND IT IS EXPRESSLY AGREED THAT, EXCEPT AS TO TITLE, THE SELLER DISCLAIMS THE EXISTENCE OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

THE REMEDY PROVIDED UNDER THIS WARRANTY SHALL BE THE SOLE, EXCLUSIVE AND ONLY REMEDY AVAILABLE TO BUYER AND IN NO CASE SHALL THE SELLER BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES. UNDER NO CIRCUMSTANCES SHALL THE SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXPENSES, LOSSES OR DELAYS HOWEVER CAUSED.

IN ANY EVENT, SELLER'S MAXIMUM LIABILITY FOR BREACH OF ANY WARRANTY OBLIGATIONS SHALL BE THE COST OF THE PRODUCT COVERED BY THIS LIMITED WARRANTY.

No statement, representation, agreement or understanding, oral or written, made by any agent, distributor, representative or employee of the Seller which is not contained in this Limited Warranty Provision will be binding upon the Seller unless made in writing and executed by a company officer of the Seller.

This Limited Warranty shall not be effective as to any claim which is not presented within 30 days after the date upon which the product is claimed not to have been as warranted. Any action for breach of this warranty must be commenced within one year after the date upon which the cause of action occurred.

Any adjustment made pursuant to this warranty shall not be construed as an admission by the Seller that any product was not as warranted.



### MEYER TERMS AND CONDITIONS OF SALE

File No. 8
Effective (

- 1. Modification of Terms. Seller's acceptance of any order is expressly subject to Buyer's assent to each and all of the terms and conditions set forth below and Buyer's assent to these terms and conditions shall be conclusively presumed from Buyer's receipt of this document without prompt written objection thereto or from Buyer's acceptance of all or any part of the goods ordered. No addition to or modification of said terms and conditions shall be binding upon Seller unless specifically agreed to by Seller in writing signed by Seller. If the Buyer's purchase order or other correspondence contains terms or conditions contrary to or in addition to the terms and conditions set forth below, acceptance of any order by Seller shall not be construed as assent to such contrary or additional terms and conditions or constitute a waiver by Seller of any of the terms and conditions. Notwithstanding anything to the contrary in the Buyer's purchase order, Buyer waives any terms, conditions and warranties other than those contained herein and expressly provided by the Seller.
- 2 <u>Price</u>. Unless otherwise specified: (a) all prices, quotations, shipments and deliveries by Seller are f.o.b. Seller's plant; (b) all base prices together with related extras and deductions, are subject to change without notice and all orders are accepted subject to Seller's price in effect at the time of shipment; and (c) all transportation and other charges are for the account of Buyer, including all increase or decrease in such charges prior to shipment. Payment of said prices shall be due at the remittance address shown on the Seller's invoice 30 days after the date of Seller's invoice. Interest will be charged at the rate of 1 1/2% per month on all balances outstanding more than 30 days after the date of the invoice.
- 3. <u>Risk of Loss.</u> Seller's responsibility for damages in transit ceases upon delivery of goods to common carrier and Buyer then assumes responsibility for damage determination and collection from said common carrier.
- 4. <u>Delay</u>. All shipping dates given are approximate, and while effort is made to maintain schedules, Seller will not be liable for damage on account of delay. In case of delay by Purchaser in furnishing complete information, delivery dates may be extended for a reasonable time depending on factory conditions. The Seller shall not be responsible for reasonable or excusable delays nor shall the Purchaser refuse to accept delivery because of any such delays. Excusable delays include, without limitation, delays resulting from accidents, acts of God, strike or other labor difficulties, government controls or other intervention, inability to obtain labor, materials or services and other causes beyond Seller's control.
- 5. Permissible Variations. Except in the particulars specified by Buyer and expressly agreed to in writing by Seller, all material shall be produced in accordance with Seller's standard practices. All material, including that produced to meet an exact specification, shall be subject to tolerances and variations consistent with usages of the trade and regular mill practices concerning dimension, weight, straightness, section, composition and mechanical properties; normal variations in surface, internal conditions and quality; deviations from tolerances; and variations consistent with practical testing and inspection methods; and regular trade practices concerning over and under shipment.
  In the interest of continuous product improvements, the Seller reserves the right to change, discontinue or modify the design and construction of any product or to substitute material equal to
- 6. <u>Limitation on Liabilities</u>. Seller's liability for any and all claims damages, losses and injuries arising out of or relating to Seller's performance or breach of any term herein shall not exceed the purchase price of the goods. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS OR GOODWILL, LOSS OF USE OF EQUIPMENT OR FACILITIES, INCURRING OF MACHINERY OR FACILITY DOWNTIME.

or superior to the originally specified, without notice to the Purchaser and without incurring any obligation.

- 7. Quality Assurance. Seller shall have no obligation to ensure that any goods purchased from Seller meet any special Buyer quality assurance specifications and/or other special Buyer require- ments unless such specifications and/or other requirements are specifically set forth in Buyer's purchase order and expressly accepted by Seller in writing signed by Seller. In the event that any such goods supplied by Seller in connection therewith, are applied to an end use without the appropriate specification and/or other requirement therefor having been set forth in Buyer's purchase order and expressly accepted by Seller, Buyer shall indemnify and hold Seller harmless against any and all damages or claims for damages made by any person for any injury, fatal or nonfatal, to any person or for any damage to the property of any person incident to or arising out of such application.
- 8. Indemnity. Buyer, for itself and its executors, administrators, successors or assigns, agrees to indemnify, defend and hold Seller and Seller's present and future officers, directors, employees, shareholders and agents (the "Indemnified Parties") harmless from and against any and all liabilities, penalties, fines, claims, causes of action, losses, damages, and costs and expenses incidental thereto (including, but not limited to, all costs of defense, settlement, reasonable attorneys' fees and other litigation expenses incurred in a judicial or administrative action), which any or all of the Indemnified Parties may hereafter suffer, incur, be responsible for or pay out as a result of: claimed personal injuries (including loss of use), damage to any property (public or private), directly or indirectly caused by, or arising out of Buyer's performance in connection with this transaction or any negligent or willful act or omission by Buyer or Buyer's employees or agents in connection with this transaction. Buyer further agrees to indemnify, defend and hold Seller harmless from any loss, claim or damage caused by negligence on the part of the Purchaser in the servicing, repair, modification, assembly, demonstration, or application of Equipment furnished by Seller.
- 9. Claims and Remedies. All products must be thoroughly inspected by the Buyer within 30 days of receipt of goods for purposes of identifying any defects in the condition of the goods. Writ- ten evidence of the date and results of this inspection must be kept and maintained by the Buyer as a condition of any remedy. Claims respecting the condition of goods, compliance with specifications or any other matter affecting goods shipped to Buyer must be presented in writing to the Seller promptly and, except where expressly specified otherwise, such claims are waived if not presented in writing to the Company within 30 days of their discovery by the buyer or eighteen months after receipt of the goods by Buyer, whichever occurs first. In no event shall any goods be returned, reworked or scrapped by Buyer without the express written and signed authorization of Seller.

  In the event that a claim is presented, Buyer's sole and exclusive remedy against Seller is for repair or replacement of the goods that are the subject of the claim. The repair or replacement shall be made at the sole discretion and option of the Seller, and only after the Buyer has delivered the subject goods to Seller and complied with any conditions of remedy,
- and only where, in the judgement of the Seller, the claim is material and valid.

  10. <u>Cancellation</u>. Orders cannot be canceled by Purchaser under any circumstances without the Purchaser first reaching an agreement in writing with the Seller covering all damages. At a minimum, such an agreement must reimburse the Seller for all expenses incurred, including but not limited to, costs of purchased materials, engineering costs, and a reasonable mark-up to cover overhead and profit. In every event, written permission must be secured prior to returning goods for credit.
- 11. <u>Default in Payment</u>. Shipments and deliveries shall be subject to approval of Seller's Credit Department. If Purchaser fails to fulfill the terms of payment, Seller may defer further shipment or at its option, cancel the unshipped balance. Seller reserves the right, previous to making any shipment, to require from Purchaser satisfactory security for performance of Purchaser's obligation. No failure of Seller to exercise any right accruing from any default of Purchaser shall impair.
- 12 <u>Patents</u>. The Seller shall not be liable for any costs or damages incurred by the Buyer as a result of any suit or proceeding brought against Buyer so far as based on claims (a) that use of any product, or any part thereof, furnished hereunder, in combination with products not supplied by the Seller or (b) that a manufacturing or other process utilizing any product, or any part thereof furnished hereunder, constitute either direct or contributory infringement of any patent of the United States. The Buyer shall hold the Seller harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Buyer's design or specifications or instructions.
- 13. <u>Technical Assistance</u>. Unless otherwise expressly stated by Seller: (a) any technical advice provided by Seller with respect to the use of goods furnished to Buyer shall be without charge; (b) Seller assumes no obligation or liability for any such advice, or for any results occurring as a result of the application of such advice; and (c) Buyer shall have sole responsibility for selection and specification of the goods appropriate for the end use of such goods.
- 14. <u>Disclaimer of Warranty.</u> EXCEPT FOR THOSE WARRANTIES SPECIFICALLY AGREED TO BY SELLER AND DELIVERED TO BUYER, SELLER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE NOT EXPRESSLY SET FORTH HEREIN. NO AFFIRMATION OF SELLER, BY WORDS OR ACTIONS, OTHER THAN AS SET FORTH IN THIS SECTION SHALL CONSTITUTE A WARRANTY.
- 15. <u>General Warranty Provision</u>. The conditions of Warranty and Warranty Period are as stated in the specific warranty statement for each product manufactured by the Seller. Commodities not manufactured by Seller are warranted and guaranteed only to the extent and in the manner warranted and guaranteed to Seller by the manufacturer and then only to the extent Seller is able to enforce such warranty or guarantee.

  Seller has not authorized anybody to make representation or warranty other that the warranty contained in the specific warranty statement.
- 16. Complete Agreement. The terms and conditions set forth herein, together with any other documents incorporated herein by reference constitute the sole and entire agreement between Buyer and Seller with respect to any order superseding completely any oral or written communications. No additions to or variations from such terms and conditions whether contained in Buyer's purchase order, any shipping release or elsewhere shall be binding upon Seller unless expressly agreed to in writing by Seller.
- 17. Venue, Governing Law and Attorneys' Fees. All orders are accepted by Seller at its mailing address in Libertyville, Illinois, and any disputes arising out of or relating to such orders shall be governed by and interpreted in accordance with the laws of the State of Illinois. Any action arising out of or relating to an order, these terms and conditions of sales, or a claim for breach of warranty may be brought and adjudicated only in a court of competent jurisdiction in the County of Lake, Illinois, the jurisdiction and venue of which Buyer expressly consents to. In any such action, the court shall award to the Seller its reasonable attorneys' and experts' fees and costs in prevailing in the prosecution or defense of any action brought by or against it.
- 18. Radioactive and Asbestos Exclusions. Regarding nuclear/radioactive materials and asbestos, Buyer acknowledges that the goods manufactured and provided by the Seller are not to be used for the conveying, blowing or vacuuming of any materials that are radioactive in nature or which contain asbestos, asbestos fibers or vermiculite.
- 19. <u>Electronic Components</u>. All Electronic Components purchased from the Seller (including but not limited to: Motors, Clutches, Speed Switches, Solenoid Valves, Timer Boxes, Circuit Boards, and Remotes) are Non-Cancellable and Non-Returnable Items.



#### Wm. W. Meyer & Sons, Inc.

1700 Franklin Blvd. · Libertyville, Illinois 60048-4407 USA · P: (847) 918-0111 · F: (847) 918-8183

11/05/2024 Proposal # 00013398-0

ATTN: ION STEAR POPLAR GROVE (VILLAGE OF) 200 N HILL ST POPLAR GROVE, IL 61065 Phone # (815) 560-7399 Email: istear@testinc.com

RE: WM5280 Tuthill 5006

Dear Ion:

Wm. W. Meyer & Sons is pleased to provide the following proposal for your consideration:



**Proposal Total \$12,298.00** 

Should you have any other questions or concerns, please feel free to contact me.

Sincerely,

Joe Kowalski Wm. W. Meyer & Sons, Inc

Item 13.



### Wm. W. Meyer & Sons, Inc.

1700 Franklin Blvd. · Libertyville, Illinois 60048-4407 USA · P: (847) 918-0111 · F: (847) 918-8183

POPLAR GROVE (VILLAGE OF) POPLAR GROVE, IL

11/05/2024

Proposal # 00013398

Page 2

QTY Complete Overhaul of Blower

**EACH** \$5,275.00

TOTAL \$5,275.00

Shipping Schedule: 6 Weeks Estimated Weight Each: 300 Lbs

Due to special type, features, or options quoted, this product may not be cancelled or returned unless prior written authorization is provided.



#### Wm. W. Meyer & Sons, Inc.

1700 Franklin Blvd. · Libertyville, Illinois 60048-4407 USA · P: (847) 918-0111 · F: (847) 918-8183

POPLAR GROVE (VILLAGE OF) POPLAR GROVE, IL

11/05/2024

Proposal # 00013398

Page 3

QTY Brand New Tuthill 5006, Drop in Replacement **EACH** 

\$7,023.00

**TOTAL** \$7,023.00

Shipping Schedule: 4 Weeks Estimated Weight Each: 300 Lbs

Due to special type, features, or options quoted, this product may not be cancelled or returned unless prior written authorization is provided.

Quoted by Joe Kowalski(jkowalski@wmwmeyer.com) Wm. W. Meyer & Sons, Inc

General compliance with NFPA/NEC standards should not be assumed by the purchaser unless explicitly noted in the proposal's content. The owner/purchaser has full and sole responsibility for such compliance in the use of this equipment purchased from Wm. W. Meyer and Sons, Inc.

All orders are subject to the Meyer Terms and Conditions submitted herewith. Your assent to such Meyer Terms and Conditions shall be conclusively presumed from your failure to object in writing and your acceptance of all or any part of the goods ordered. No addition to or modification of said Meyer Terms and Conditions shall be binding upon us unless specifically agreed to by us in a signed writing.

Terms will be determined upon credit review and approval.

Orders that exceed \$25,000 will require progress payment(s). Payable in U.S. Dollars.

Credit Card payments will incur a 3% processing fee that will be added to the total when processing the charges. Orders are payable in U.S. Dollars. Proposal is valid for 30 days from the date on this proposal. Shipping Schedule: As noted above and does not include transit time. FOB Libertyville, Illinois. Unless otherwise stated, freight charges and any applicable taxes are NOT included above, but will be calculated and added to the total.

Note: Due to a 2018 U.S. Supreme Court Decision, local sales tax may now be added to your invoice. If you have a Tax Exempt Certificate, please furnish a copy of the Tax Exemption Certificate for the U.S. State the equipment is shipping to.



File No.: 875-F-004 Effective: 08-31-2017

### MEYER LIMITED WARRANTY PROVISION

#### GENERAL PROVISIONS AND LIMITATIONS

Wm. W. Meyer & Sons, Inc. (the "Seller") warrants to each original retail purchaser (the "Buyer") of its new products from the Seller or its authorized distributor that such products are at the time of delivery to the Buyer and during the Warranty Period, made with material and workmanship at the industry standard. No warranty is made with respect to:

- Any product which has been disassembled, partially disassembled, repaired, or altered in such a way in the Seller's judgment, as to affect the product adversely.
- Any product which has, in the Seller's judgment been subject to negligence, accident, improper storage or improper installation or application.
- Any product whose performance or fitness for service is alleged to have been adversely affected due to the passage of time, or the exposure to materials, environments or operating conditions with abrasive or corrosive characteristics.
- Any product which has not been operated or maintained in accordance with normal practice and with the recommendations of the Seller.
- Components or accessories manufactured, warranted and services by others.
- 6. Any reconditioned or prior owned product.
- 7. Failure to return "unopened" components per Seller's instructions

Claims for items described in item 5 above should be submitted directly to the original manufacturer.

#### LIMITED WARRANTY PERIOD

The Seller's obligation under this provision is limited to repairing or, at its sole discretion, replacing, during normal business hours at its Libertyville plant or factory-authorized service depot, any part which in its sole judgment proved not to be as warranted within the applicable Warranty Period as follows:

#### Industrial Product Group

All rotary valves, diverters, gates, vacuum/pressure blower packages and all other air/material process equipment within this group, and consisting of all parts within each component or accessory package, are warranted to be free of manufacturing defects and defects in workmanship for 12 months from date of initial use or 18 months from date of shipment to first Buyer, whichever occurs first.

Engines, motors, compressors, controls and/or any accessory item furnished by the Seller but manufactured by others are warranted only to the extent of the original manufacturer's warranty.

#### **Contractor Products Group**

All insulation blowing machines and insulation removal vacuum machines are warranted to be free of manufacturing defects or defects in workmanship for 24 months from the date of shipment to the first Buyer, provided the machine(s) has been processing only material for its intended purpose – specifically insulation blowers and vacuums handling fibrous insulation material and air duct cleaning vacuums handling dust and typical air-deposited debris commonly found in air handling ducting systems.

Engines, motors, compressors, controls and/or any accessory item furnished by the Seller but manufactured by others are warranted only to the extent of the original manufacturer's warranty.

### LABOR AND TRANSPORTATION

The Seller will provide labor, by Seller representative or authorized service personnel, for repair or replacement of any product or part thereof which in the Seller's sole judgment is proved not to be as warranted. Labor shall be limited to the amount specified in the Seller's labor rate schedule.

Labor costs in excess of the Seller's rate schedule amounts or labor provided by unauthorized service personnel is not provided for under this Limited Warranty provision.

All costs of transportation of product, labor or parts claimed not to be as warranted; to or from Libertyville, Illinois or an authorized service depot, shall be borne by the Buyer. The Seller may require the return of any part claimed not to be as warranted to its Libertyville, Illinois plant or a facility as designated by the Seller, transportation prepaid by the Buyer, to establish a claim under this warranty provision.

Replacement parts provided under the terms of the warranty are warranted for the remainder of the Limited Warranty Period of the product upon which installed to the same extent as if such parts were original components thereof.

### RETURNED GOODS

All claims must be communicated to the Seller's Sales/Service personnel prior to shipment, at which time a Return Material Authorization number (RMA No.) will be issued. All shipping containers must be clearly marked with this RMA number. All returned goods must be shipped freight prepaid only and within 15 calendar days of return authorization. Failure to do so may result in refusal of the shipment and/or the warranty claim, delay in handling and/or additional charges.

#### **DISCLAIMER - EXCLUSIVE REMEDY**

THE FOREGOING WARRANTY IS EXCLUSIVE AND IT IS EXPRESSLY AGREED THAT, EXCEPT AS TO TITLE, THE SELLER DISCLAIMS THE EXISTENCE OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

THE REMEDY PROVIDED UNDER THIS WARRANTY SHALL BE THE SOLE, EXCLUSIVE AND ONLY REMEDY AVAILABLE TO BUYER AND IN NO CASE SHALL THE SELLER BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES. UNDER NO CIRCUMSTANCES SHALL THE SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXPENSES, LOSSES OR DELAYS HOWEVER CAUSED.

IN ANY EVENT, SELLER'S MAXIMUM LIABILITY FOR BREACH OF ANY WARRANTY OBLIGATIONS SHALL BE THE COST OF THE PRODUCT COVERED BY THIS LIMITED WARRANTY.

No statement, representation, agreement or understanding, oral or written, made by any agent, distributor, representative or employee of the Seller which is not contained in this Limited Warranty Provision will be binding upon the Seller unless made in writing and executed by a company officer of the Seller.

This Limited Warranty shall not be effective as to any claim which is not presented within 30 days after the date upon which the product is claimed not to have been as warranted. Any action for breach of this warranty must be commenced within one year after the date upon which the cause of action occurred.

Any adjustment made pursuant to this warranty shall not be construed as an admission by the Seller that any product was not as warranted.



### MEYER TERMS AND CONDITIONS OF SALE

File No. 8
Effective ! Item 13.

- 1. Modification of Terms. Seller's acceptance of any order is expressly subject to Buyer's assent to each and all of the terms and conditions set forth below and Buyer's assent to these terms and conditions shall be conclusively presumed from Buyer's receipt of this document without prompt written objection thereto or from Buyer's acceptance of all or any part of the goods ordered. No addition to or modification of said terms and conditions shall be binding upon Seller unless specifically agreed to by Seller in writing signed by Seller. If the Buyer's purchase order or other correspondence contains terms or conditions contrary to or in addition to the terms and conditions set forth below, acceptance of any order by Seller shall not be construed as assent to such contrary or additional terms and conditions or constitute a waiver by Seller of any of the terms and conditions. Notwithstanding anything to the contrary in the Buyer's purchase order, Buyer waives any terms, conditions and warranties other than those contained herein and expressly provided by the Seller.
- 2 <u>Price</u>. Unless otherwise specified: (a) all prices, quotations, shipments and deliveries by Seller are f.o.b. Seller's plant; (b) all base prices together with related extras and deductions, are subject to change without notice and all orders are accepted subject to Seller's price in effect at the time of shipment; and (c) all transportation and other charges are for the account of Buyer, including all increase or decrease in such charges prior to shipment. Payment of said prices shall be due at the remittance address shown on the Seller's invoice 30 days after the date of Seller's invoice. Interest will be charged at the rate of 1 1/2% per month on all balances outstanding more than 30 days after the date of the invoice.
- 3. <u>Risk of Loss.</u> Seller's responsibility for damages in transit ceases upon delivery of goods to common carrier and Buyer then assumes responsibility for damage determination and collection from said common carrier.
- 4. <u>Delay</u>. All shipping dates given are approximate, and while effort is made to maintain schedules, Seller will not be liable for damage on account of delay. In case of delay by Purchaser in furnishing complete information, delivery dates may be extended for a reasonable time depending on factory conditions. The Seller shall not be responsible for reasonable or excusable delays nor shall the Purchaser refuse to accept delivery because of any such delays. Excusable delays include, without limitation, delays resulting from accidents, acts of God, strike or other labor difficulties, government controls or other intervention, inability to obtain labor, materials or services and other causes beyond Seller's control.
- 5. Permissible Variations. Except in the particulars specified by Buyer and expressly agreed to in writing by Seller, all material shall be produced in accordance with Seller's standard practices. All material, including that produced to meet an exact specification, shall be subject to tolerances and variations consistent with usages of the trade and regular mill practices concerning dimension, weight, straightness, section, composition and mechanical properties; normal variations in surface, internal conditions and quality; deviations from tolerances; and variations consistent with practical testing and inspection methods; and regular trade practices concerning over and under shipment.
  In the interest of continuous product improvements, the Seller reserves the right to change, discontinue or modify the design and construction of any product or to substitute material equal to
- or superior to the originally specified, without notice to the Purchaser and without incurring any obligation.

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- OF PROFITS, BUSINESS OR GOODWILL, LOSS OF USE OF EQUIPMENT OR FACILITIES, INCURRING OF MACHINERY OR FACILITY DOWNTIME.

  7. Quality Assurance. Seller shall have no obligation to ensure that any goods purchased from Seller meet any special Buyer quality assurance specifications and/or other special Buyer require- ments unless such specifications and/or other requirements are specifically set forth in Buyer's purchase order and expressly accepted by Seller in writing signed by Seller. In the event that any such goods supplied by Seller in connection therewith, are applied to an end use without the appropriate specification and/or other requirement therefor having been set forth in Buyer's purchase order and expressly accepted by Seller, Buyer shall indemnify and hold Seller harmless against any and all damages or claims for damages made by any person for any injury, fatal or nonfatal, to any person or for any damage to the property of any person incident to or arising out of such application.
- 8. Indemnity. Buyer, for itself and its executors, administrators, successors or assigns, agrees to indemnify, defend and hold Seller and Seller's present and future officers, directors, employees, shareholders and agents (the "Indemnified Parties") harmless from and against any and all liabilities, penalties, fines, claims, causes of action, losses, damages, and costs and expenses incidental thereto (including, but not limited to, all costs of defense, settlement, reasonable attorneys' fees and other litigation expenses incurred in a judicial or administrative action), which any or all of the Indemnified Parties may hereafter suffer, incur, be responsible for or pay out as a result of: claimed personal injuries (including loss of use), damage to any property (public or private), directly or indirectly caused by, or arising out of Buyer's performance in connection with this transaction or any negligent or willful act or omission by Buyer or Buyer's employees or agents in connection with this transaction. Buyer further agrees to indemnify, defend and hold Seller harmless from any loss, claim or damage caused by negligence on the part of the Purchaser in the servicing, repair, modification, assembly, demonstration, or application of Equipment furnished by Seller.
- 9. Claims and Remedies. All products must be thoroughly inspected by the Buyer within 30 days of receipt of goods for purposes of identifying any defects in the condition of the goods. Writ- ten evidence of the date and results of this inspection must be kept and maintained by the Buyer as a condition of any remedy. Claims respecting the condition of goods, compliance with specifications or any other matter affecting goods shipped to Buyer must be presented in writing to the Seller promptly and, except where expressly specified otherwise, such claims are waived if not presented in writing to the Company within 30 days of their discovery by the buyer or eighteen months after receipt of the goods by Buyer, whichever occurs first. In no event shall any goods be returned, reworked or scrapped by Buyer without the express written and signed authorization of Seller.

  In the event that a claim is presented, Buyer's sole and exclusive remedy against Seller is for repair or replacement of the goods that are the subject of the claim. The repair or replacement shall be made at the sole discretion and option of the Seller, and only after the Buyer has delivered the subject goods to Seller and complied with any conditions of remedy,
- and only where, in the judgement of the Seller, the claim is material and valid.

  10. <u>Cancellation</u>. Orders cannot be canceled by Purchaser under any circumstances without the Purchaser first reaching an agreement in writing with the Seller covering all damages. At a minimum, such an agreement must reimburse the Seller for all expenses incurred, including but not limited to, costs of purchased materials, engineering costs, and a reasonable mark-up
- to cover overhead and profit. In every event, written permission must be secured prior to returning goods for credit.

  11. <u>Default in Payment</u>. Shipments and deliveries shall be subject to approval of Seller's Credit Department. If Purchaser fails to fulfill the terms of payment, Seller may defer further shipment or at its option, cancel the unshipped balance. Seller reserves the right, previous to making any shipment, to require from Purchaser satisfactory security for performance of
- Purchaser's obligation. No failure of Seller to exercise any right accruing from any default of Purchaser shall impair Seller's right in case of any shipment default of Purchaser.

  12. Patents. The Seller shall not be liable for any costs or damages incurred by the Buyer as a result of any suit or proceeding brought against Buyer so far as based on claims (a) that use of any product, or any part thereof, furnished hereunder, in combination with products not supplied by the Seller or (b) that a manufacturing or other process utilizing any product, or any part thereof furnished hereunder, constitute either direct or contributory infringement of any patent of the United States. The Buyer shall hold the Seller harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Buyer's design or specifications or instructions.
- 13. <u>Technical Assistance</u>. Unless otherwise expressly stated by Seller: (a) any technical advice provided by Seller with respect to the use of goods furnished to Buyer shall be without charge; (b) Seller assumes no obligation or liability for any such advice, or for any results occurring as a result of the application of such advice; and (c) Buyer shall have sole responsibility for selection and specification of the goods appropriate for the end use of such goods.
- 14. <u>Disclaimer of Wartanty</u>. EXCEPT FOR THOSE WARRANTIES SPECIFICALLY AGREED TO BY SELLER AND DELIVERED TO BUYER, SELLER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE NOT EXPRESSLY SET FORTH HEREIN. NO AFFIRMATION OF SELLER, BY WORDS OR ACTIONS, OTHER THAN AS SET FORTH IN THIS SECTION SHALL CONSTITUTE A WARRANTY.
- 15. <u>General Warranty Provision</u>. The conditions of Warranty and Warranty Period are as stated in the specific warranty statement for each product manufactured by the Seller. Commodities not manufactured by Seller are warranted and guaranteed only to the extent and in the manner warranted and guaranteed to Seller by the manufacturer and then only to the extent Seller is able to enforce such warranty or guarantee.

  Seller has not authorized anybody to make representation or warranty other that the warranty contained in the specific warranty statement.
- 16. Complete Agreement. The terms and conditions set forth herein, together with any other documents incorporated herein by reference constitute the sole and entire agreement between Buyer and Seller with respect to any order superseding completely any oral or written communications. No additions to or variations from such terms and conditions whether contained in Buyer's purchase order, any shipping release or elsewhere shall be binding upon Seller unless expressly agreed to in writing by Seller.
- 17. Venue, Governing Law and Attorneys' Fees. All orders are accepted by Seller at its mailing address in Libertyville, Illinois, and any disputes arising out of or relating to such orders shall be governed by and interpreted in accordance with the laws of the State of Illinois. Any action arising out of or relating to an order, these terms and conditions of sales, or a claim for breach of warranty may be brought and adjudicated only in a court of competent jurisdiction in the County of Lake, Illinois, the jurisdiction and venue of which Buyer expressly consents to. In any such action, the court shall award to the Seller its reasonable attorneys' and experts' fees and costs in prevailing in the prosecution or defense of any action brought by or against it.
- 18. Radioactive and Asbestos Exclusions. Regarding nuclear/radioactive materials and asbestos, Buyer acknowledges that the goods manufactured and provided by the Seller are not to be used for the conveying, blowing or vacuuming of any materials that are radioactive in nature or which contain asbestos, asbestos fibers or vermiculite.
- 19. <u>Electronic Components</u>. All Electronic Components purchased from the Seller (including but not limited to: Motors, Clutches, Speed Switches, Solenoid Valves, Timer Boxes, Circuit Boards, and Remotes) are Non-Cancellable and Non-Returnable Items.



### 4510 Dean Street Woodstock IL 60098

### **Estimate**

Date	Estimate #		
11/27/2024	1627-7340		

Name / Address	
Village of Poplar Grove	
Jeff Strate	
200 Hill Street	
Poplar Grove, IL 61065	

		Salesman	Project
		KC	
Description	Qty	Rate	Total
Retainer required in order to accept the snow contract.		0.00	0.00
100 hours minimum at the per hour price in contract per piece of equipment that is required			
Please sign below for the acceptance of this proposal before we can start any work.		0.00	0.00
Print Name: Date:			
Signature:			

E-mail	Phone #	Fax#
langtongroup@att.net	815-338-2630	815-338-2634

Total

\$0.00

### VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"



# **Request for Proposals**

# Snow & Ice Control Services

200 N. Hill Street, Poplar Grove, IL 61065 Phone: (815) 765-3201 – Fax: (815)765-3571 www.poplargrove-il.gov

Bid Due by: November 29, 2024 3:00PM

### **BIDDING GENERAL CONDITIONS**

**Pricing.** The bidder shall insert price for all bid items as requested. All specifications shall be priced as the full and delivered cost to the Village of Poplar Grove.

**Prompt Payment.** The Village of Poplar Grove intends to comply with the Governmental Prompt Payment Act. The supplier will be paid upon submission of invoices to: Village of Poplar Grove, 200 N. Hill Street, Poplar Grove, IL 61065.

**Legal Compliance.** The successful bidder will comply with all Federal, State, County, and Village laws, ordinances, rules and regulations that in any manner affect the service contained herein. Lack of knowledge on the part of the bidder will in no way be cause for release of this obligation. If the Village becomes aware of violations of any laws on the part of the bidder, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.

**Non-Discrimination.** The bidder shall comply with the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102, which is incorporated herein by reference, and constituting of a written EEO Policy and a workforce profile that demonstrates its EEO practices. Furthermore, the bidder shall comply with the Public Works Employment Discrimination Act (775 ILCD 10/0.01 et seq.) as amended.

**Legal Requirements**. The successful bidder will enter into a separate contract with the Village, setting forth the specific terms and conditions of the services provided, which terms and conditions, at a minimum will include the provisions and requirements of this RFP.

**Safety.** Prevention of accidents shall be the responsibility of the bidder and its subcontractors, agents, and employees. The bidder, its subcontractors, agents, and employees shall be fully and solely responsible for the jobsite safety at the project. The bidder shall have exclusive direct control over and charge of the acts or omissions of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the bidder.

**OSHA Requirements**. The Occupational Safety and Health Act of 1970 ("OSHA") "guarantees workers the right to a safe and healthful workplace." Under Section 5(a)(1) of OSHA, the employer must "furnish to each of his employees' employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees."

There are times when the Village must hire entities and individuals (contractors) to perform services. To this end, contractors hired by the Village of Poplar Grove must perform their duties in a manner that is compliant with all state and federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all state and federal health and safety laws and regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency, and the Department of Transportation.

Control of the Work. The Village shall not be responsible for the bidder's failure to carry out the work in accordance with the terms and conditions on any agreement related to the services provided under this RFP. At all times bidder shall be an independent contractor and in no way will be construed as an employee of the Village.

**Taxes.** No charge will be allowed for taxes. The Village of Poplar Grove is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, and Federal Excise Tax.

**Subcontracting**. The bidder shall provide information for all subcontractors and suppliers and all other information as requested.

**Termination of Contract.** The Village of Poplar Grove reserves the right to terminate the contract in its entirety or in portions, with or without cause upon 30 days written notice to the contractor.

**Bid Rejection**. The Village of Poplar Grove reserves the right to reject and or all bids at any time for any reason or no reason.

**Indemnification.** To the fullest extent of the law, the bidder shall indemnify and hold harmless the Village, its officers, representatives, elected and appointed officials, and employees from and against all claims, damages, losses and expenses related to the work performed under this RFP.

### REQUEST FOR PROPOSAL

The Village of Poplar Grove is seeking quotes for a snow and ice control service contract for the 2024-2025 season. The term of this agreement will be for one year, provided the Village may consider up to two 1-year extensions of the agreement upon the same terms and conditions described in the bidder's proposal.

This contract will be for snow and (salt) ice control support services.

Name of Contractor: Langer	Group
Address: 4510 Dean ST. Ci	ty: Wowd State: IL Zip: 60098
Phone: 815-338-2630	Fax:
Email: Langton Group @ CATT	· ret

### Proposals Due by: November 29, 2024 3:00PM

Any questions or comments regarding this proposal may be sent to: dhowe@villageofpoplargrove.com

### PLEASE MARK THE RETURN SEALED ENVELOPE

Along with your return address please label and return your proposal as indicated below.

Attn: David Howe, Director of Public Works
Snow & Ice Control Services
200 N. Hill Street
Poplar Grove, IL 61065

### CONTRACTUAL SERVICES FOR SNOW AND ICE CONTROL

#### **GENERAL SCOPE**

The minimum work assignment includes all labor and equipment necessary to complete a plowing route, ice control or snow haul operation as defined in this request for proposal below. This contract shall not prevent the Village from modifying snow plow routes, contracting for other labor and equipment, reassigning equipment, or utilizing any combination of Village forces to meet the needs of the public and maximize the efficiency of the snow plowing/removal operations. Snowplowing/Removal services under this contract shall be on an "As Needed" basis. Consequently, there shall be no guarantee of a minimum number of times services shall be required.

### **GENERAL REQUIREMENTS**

<u>Contractor Qualifications</u>. Eligible bidders are those capable of providing the types of plowing/snow removal and ice control services specified. Bidders must also meet the minimum equipment requirements to provide adequate service.

**Equipment Qualifications.** Eligible bidders are allowed to provide both owned and/or leased equipment for this bid specification. The bidder shall also indicate on the equipment form whether the equipment is owned or leased.

<u>Insurance Requirements.</u> Upon execution of the contract, and prior to the bidder commencing any work or services with regard to the project, the bidder shall carry and maintain workers compensation and employer's liability insurance, commercial general liability insurance, umbrella insurance, and automobile liability insurance. The bidder shall provide the Village with a Certificate of Insurance and Additional Insured Endorsement, naming the Village as Additional Insured there under.

<u>Commercial General Liability.</u> The coverage available to the Village, as Additional Insured shall not be less than \$1 million each occurrence, \$2 million general aggregate.

<u>Umbrella Liability.</u> The coverage available to the Village, as Additional Insured, shall not be less than \$1 million each occurrence, \$2 million aggregate.

<u>Automobile Coverage</u>. The coverage available to the Village, as Additional Insured, shall be not less than \$300,000 per occurrence, combined single limit for: Bodily Injury Liability and Property Damage Liability.

Workers Compensation. Bidder shall maintain during the life of the contract statutory workmen's compensation and employer's liability insurance for all his employees engaged in work described herein. The coverage must also include Employer's Liability with minimum limits of \$100,000 for each incident.

**Basis of Award.** The contract will be awarded to the lowest responsible and responsive bidder. Deciding factors may include manpower, vehicles and equipment provided, and the ability to salt. The Village shall hold the successful bidder to bid pricing. Multiple awards may be at the discretion of the Village. All contractors under this contract must abide by all codes and regulations of the Village of Poplar Grove, including obtaining all required permits for all other work performed within the Village.

Exceptions. The bid speaks for itself. Bidders taking exception to any terms, conditions or specifications of this bid must clearly state in writing such exception(s) either on or with their bid. The Village will be the sole judge of the acceptability of any exception noted, and is not bound to consider any bid submitted with exceptions.

<u>Contract Length.</u> This contract shall start on November 30, 2024 and expire on April 30, 2025. The bidder shall have an opportunity to propose a contract extension for up to two, 1-year terms to the Public Works Director to take before the Board of Trustees.

<u>Contract Opt-Out.</u> The Contractor shall have the right to terminate or opt-out of his agreement with or without cause upon (60) sixty days written notice to the Village.

<u>Contact Person.</u> All questions regarding this specification are to be directed to David Howe, Director of Public Works at (815) 765-3201.

### **EQUIPMENT AND OPERATION REQUIREMENTS**

The Village Public Works Director shall call out for service and personnel at least (1) hour in advance of when plowing operations are to be initiated. Plowing shall continue until completed or released.

It is the intent of the Village to use in-house manpower and resources, and partner with a service contractor in an effort to maintain a safe environment for our residents.

Typically, the contractor will be responsible for the 31 cul-de-sacs within the Village. In some instances, the contractor may be asked to assist with other streets and subdivisions routes. Exact routes will be given out to contractor upon successful bid.

### **Operations Requirement**

The successful bidder/bidders shall have a person on call twenty-four (24) hours per day at the telephone number supplied in this proposal, during the snow season of November 30th thru April 30th. Contractor is required to have a supervisor or coordinator maintain communication with all personnel during an event in order to track completion.

Roadways shall be plowed from curb to curb and not prohibit the delivery of the mail by Postal employees. Snow shall not be deposited on street corners or at intersections. The Village Public Works Director shall provide details of snow disposal as needed.

Charges for "missed streets" shall include only the actual time spent plowing said streets, and will not include travel time to and from said streets.

Contractor must report equipment breakdowns immediately to the Village.

### **Payment**

Payment shall be made for the actual hours worked plowing the specific routes. The bidder shall be paid a single hourly rate per category class of vehicle for work completed. There shall be no premium or differentials for overtime or holidays.

The contractor shall display a contractor name on each plow vehicle. Signs are to be displayed on each side of the contractor vehicle during snow operations. Failure to post required identification may result in no payment for those hours worked without signs posted.

The Contractor shall submit, within five (5) working days, a written report that lists the class of equipment, the starting time, and time completed. Said report will also indicate any damage done to

public or private property, as well as, time spent performing corrective plowing at no charge. From the time the contractor is contacted to the time the contractor completes operation the contractor is considered under contract to plow snow for the Village and contractor may not do other private or public work unless released by the Village.

THE VILLAGE OF POPLAR GROVE RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

PROPOSAL FOR SERVICES
Name of Contact: Kyle Cook 24 Hour Telephone Number: 813-219-6259
EQUIPMENT LIST – PLEASE LIST ANY EQUIPMENT YOU HAVE IN THE CATEGORIES BELOW ALONG WITH THE INCLUSIVE HOURLY RATE.
CATEGORY A
(Single Axle Dump with Plow and Salter, Skid Loader, Tractor with Loader/Push Box, Other
Equipment with Plow or Push Box, 3500 Truck with Salting Capabilities)
Description and quantity of equipment available to be used:
Unit Hourly Rate 345 (includes Labor & Equipment)
CATEGORY B
(3500 Truck or Smaller with Plow Only.)
Description and quantity of equipment available to be used.
Unit Hourly Rate # 195 (includes Labor & Equipment
Company Name: Langton Group
Federal Tax ID Number: 20-371 3220
Address: 4510 Dean ST. WOOLSTACK IL GOODS
Address: 7310 Dean \$1. Woodsfield pl 66618
Telephone Number: 815-338-2630
Representative Name: Lyle Cool
Signature: 4 (M)

### STATEMENT OF QUALIFICATIONS

Statement of Qualifications should include the municipalities or similar customers for which the bidder managed a snow and ice control operation for, names and phone numbers of the contact persons.

Organization	Contact Person & Number	Work Contracted
Village of	Chuck Bissell	Road Plowing
wonserfice	815-482-3052	Salt Application
Village of Algorquin	Vince 16:110-1120 847-456-5307	Cul- de-Suc Plowing
District 26 Schools	Steve Fields 847-456-4273	Parely for Ploung Salt Application