VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, May 19, 2021 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

AGENDA

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

APPROVAL OF AGENDA (Voice Vote)

APPROVAL OF MINUTES (Voice Vote)

1. Motion to approve minutes from April 12, 2021 and April 21, 2021 Public Hearing and April 21, 2021 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.*

ADMINISTRATION & ZONING, TRUSTEE QUIMBY

2. Motion to approve **Ordinance 2021-12** An Ordinance amending Title 8, Zoning, Chapter 7, Zoning Districts and Land Use Regulations; and Chapter 10, Site Design Standards of the Village of Poplar Grove Municipal Code
3. Motion to approve **Ordinance 2021-13** An Ordinance of the Village of Poplar Grove amending various provisions of Title 1 Administration, Chapter 6 Village Officers and Employees, Article A Village Clerk of the Village of Poplar Grove Code of Ordinances
4. Motion to approve **Resolution 21-36** A Resolution of the Village of Poplar Grove, Illinois approving a one time reduction for Liquor License fees for Lucky Dog Gaming Parlor

FINANCE AND PUBLIC WORKS, TRUSTEE MILLER

5. Motion to approve **Resolution 21-22** A Resolution of the Village of Poplar Grove, Illinois to approve and authorize the Village President to execute and agreement with Sable Mechanical, LLC with regards to the lift station pump maintenance.
6. Motion to approve **Resolution 21-23** A Resolution of the Village of Poplar Grove, Illinois to approve and authorize the Village President to execute an addendum to contract quote with Rush Power Systems, LLC for preventative maintenance work and services.
7. Motion to approve **Resolution 21-24** A Resolution of the Village of Poplar Grove, Illinois agreements for periodic Public Works projects.
8. Motion to approve **Resolution 21-25** A Resolution of the Village of Poplar Grove, Illinois approving an engagement letter with McMahon & Associates as Village Engineers.
9. Motion to approve **Resolution 21-26** A Resolution of the Village of Poplar Grove, Illinois to approve an engagement letter with Sosnowski Szeto, LLP
10. Motion to approve **Resolution 21-27** A Resolution of the Village of Poplar Grove, Illinois approving repairs to the North Wastewater Treatment Plant not to exceed $25,000.
11. Motion to approve **Resolution 21-28** A Resolution of the Village of Poplar Grove, Illinois approving engagement of B&F Code Compliance for Code Compliance and Building Inspection Services
12. Motion to approve **Resolution 21-29** A Resolution of the Village of Poplar Grove, Illinois to approve and authorize the Village President to execute a contract with Bufalo Contracting, Inc. for roof installation
13. Motion to approve **Resolution 21-30** A Resolution of the Village of Poplar Grove, Illinois approving purchase with Core and Main and Stenstrom for repair of a fire hydrant.
14. Motion to approve **Resolution 21-31** A Resolution of the Village of Poplar Grove, Illinois authorizing the Village President and Village Administrative Staff to perform necessary Village banking functions.
15. Motion to approve **Resolution 21-32** A Resolution of the Village of Poplar Grove to authorize Public bid letting for the Main Street & Park Street drainage improvements
16. Motion to approve **Resolution 21-33** A Resolution of the Village of Poplar Grove to authorize Public bid letting for the West Grove Park improvements.
17. Motion to approve **Resolution 21-34** A Resolution of the Village of Poplar Grove to authorize obtaining proposals for Miscellaneous Sanitary Sewer Repairs
18. Motion to approve check disbursement in the amount of $194,113.45 in AP checks, $12,219.22 in Insurance Expense checks, and $7,853.15 in EFTS for a total of $214,185.82.

NEW BUSINESS

19. Discussion and Motion to approve Great Himalaya LLC d/b/a Countryside Liquors Video Gaming License
20. Discussion and Motion to approve **Resolution 21-35** A Resolution of the Village of Poplar Grove, Illinois appointing certain Village Officers

GOOD OF THE VILLAGE
Committee - Monday June 14, 2021 - 6:30pm
Board of Trustees - Wednesday June 16, 2021 - 7:00pm
Planning and Zoning - Wednesday May June 23, 2021 - 6:00pm
Neighbors Fest - Saturday June 12, 2021 1:00 pm to 7:00pm

EXECUTIVE SESSION
21. Motion to go into closed session pursuant to 5 ILCS 120/2 (c) (11) Pending Litigation and 5 ILCS 120-2 (c) 3 The selection of a person to fill a Public Office

ADJOURNMENT (Voice Vote)

KJ 05/17/2021

VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, April 21, 2021 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

MINUTES

CALL TO ORDER
Meeting was called to order by Clerk Karri Anderberg at 7:00pm

ROLL CALL
PRESENT
Admin Chairman Ron Quimby
Finance Chairman Eric Miller
Trustee Jeff Goings
Trustee Ed Wethington
Trustee David Allgood
Clerk Karri Anderberg
Deputy Clerk Katie Jaster
Attorney Roxanne Sosnowski
Treasurer Carina Boyd
Public Works Director Mitch Hilden
Engineer Chris Dopkins
Billing Clerk Barb Resch

ABSENT
Trustee James Wehrle
President Owen Costanza

Motion made by Finance Chairman Miller, Seconded by Trustee Wethington to have Trustee Quimby as President Pro Temped. Motion passed by voice vote.

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

No phone participation

APPROVAL OF AGENDA (Voice Vote)
Motion made by Admin Chairman Quimby, Seconded by Trustee Goings. Motion passed by voice vote.

APPROVAL OF MINUTES (Voice Vote)
1. Motion to approve minutes from March 17, 2021 meeting
   Motion made by Admin Chairman Quimby, Seconded by Trustee Goings. Motion passed by voice vote.

PUBLIC COMMENT *Public Comment is encouraged. The Village Board will receive comments from the public, pursuant to State Statutes. Comments will be limited to five minutes on topics relating to the Village of Poplar Grove. Be further advised that matters brought up at this time may be referred to the appropriate committee or individual for further discussion or consideration.*
no pubic comment

ADMINISTRATION & ZONING, TRUSTEE QUIMBY
2. Motion to approve **Ordinance 21-08** and ordinance of the Village of Poplar Grove, Illinois approving and authorizing the Village to grant a cable franchise to Comcast of Illinois/Indiana/Ohio, LLC

   Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Allgood.

3. Motion to approve **Ordinance 21-11** an ordinance of the Village of Poplar Grove, Illinois amending the Municipal code by the creation of a new section 6-1A-5, under Title VI - Public Ways and Property, Chapter 1 - Streets, Sidewalks, and Public Ways, establishing standards for the construction of facilities on the Rights-of-Way

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

FINANCE AND PUBLIC WORKS, TRUSTEE MILLER
4. Motion to approve **Ordinance 2021-07** An Ordinance appropriating for all corporate purposes for the Village of Poplar Grove, Illinois, for the fiscal year commencing on the 1st day of May, 2021, and ending on the 30th day of April, 2022.
   Motion made by Finance Chairman Miller, Seconded by Trustee Wethington.
   Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee

Wethington, Trustee Allgood.

5. Motion to approve **Resolution 21-20** a resolution of the Village of Poplar Grove, Illinois to approve and authorize the Village President to execute an agreement with Boone County Fair to provide a village booth rental

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

6. Motion to approve **Ordinance 21-09** an ordinance of the Village of Poplar Grove, Illinois to approve and authorize the Village President to execute a lease agreement with GoToConnect for the provision of phones and related equipment and services

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

7. Motion to approve **Resolution 21-19** A Resolution of the Village of Poplar Grove, Illinois approving and emergency expense to JRB Well Drilling & Pump Service for a well in the amount of $10,106.00.

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

8. Motion to approve **Ordinance 21-10** an ordinance of the Village of Poplar Grove, Illinois approving an agreement for the sale of real property located at 100 East Street, Poplar Grove, Illinois by the Village

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

9. Motion to approve check disbursement in the amount of $720,243.99 in AP checks $12,219.22 in insurance expense checks and $7,853.15 in EFTS for a total of $740,316.36
   Motion made by Finance Chairman Miller, Seconded by Trustee Allgood.
   Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington

OLD BUSINESS

10. Motion to approve **Resolution 21-10** a resolution to the Village of Poplar Grove, Illinois to approve and authorize the Village President to execute an agreement with Melrose Pyrotechnics, Inc. for fireworks display services

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

GOOD OF THE VILLAGE

11. Committee - Monday May 10, 2021 - 6:30pm
    Board of Trustees - Wednesday May 19, 2021 - 7:00pm
    Planning and Zoning - Wednesday May May 26, 2021 - 6:00pm
    Village Hall Closed for Memorial Day May 31, 2021

ADJOURN SINE DIE

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

SWEARING IN OF ELECTED OFFICALS

12. Swearing in of Clerk Karri Anderberg
    Deputy Clerk Jaster swore in Clerk Anderberg
13. Swearing in of President Donald G. Sattler
    Clerk Anderberg swore in President Sattler
14. Swearing in of Trustee Eric J. Miller
    Clerk Anderberg swore Trustee Miller
15. Swearing in of Trustee James Wehrle
    Trustee James Wehrle was absent. Sworn in on a later date.
16. Swearing in of Trustee Dan Cheek
    Clerk Anderberg swore in Trustee Cheek

NEW BUSINESS

No new business

ADJOURNMENT (Voice Vote)

Motion made by President Sattler, Seconded by Trustee Wethington. Motion passed by voice vote.
Meeting adjourned at 7:20pm

VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

Minutes – PUBLIC HEARING

Monday, April 12, 2021 - 6:15 PM

200 N. Hill Street, Poplar Grove, IL 61065

MINUTES

ROLL CALL
Meeting was called to order at 6:30pm by President Costanza
PRESENT

President Costanza
Admin Chairman Ron Quimby
Finance Chairman Eric Miller
Trustee Jeff Goings
Trustee James Wehrle
Trustee David Allgood
Clerk Karri Anderberg
Attorney Roxanne Sosnowski
Treasurer Carina Boyd
Deputy Clerk Katie Jaster
Public Works Director Mitch Hilden
ABSENT
Trustee Ed Wethington

APPROVAL OF AGENDA
Motion made by Admin Chairman Quimby, Seconded by Finance Chairman Miller. Motion passed by voice vote.

CONVENE PUBLIC HEARING

1. Public hearing on Comcast franchise agreement

Public hearing opened at 6:16pm
Attorney Roxanne Sosnowski went over the Comcast franchise agreement.

PUBLIC COMMENT
no public comment
CLOSE PUBLIC HEARING
Public hearing closed at 6:24 pm

ADJOURNMENT

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

Meeting adjourned at 6:24pm

VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

Minutes – PUBLIC HEARING

Wednesday, April 21, 2021 - 6:45 PM

200 N. Hill Street, Poplar Grove, IL 61065

MINUTES

ROLL CALL
Meeting called to order by Clerk Karri Anderberg at 6:45pm

PRESENT
Admin Chairman Ron Quimby
Finance Chairman Eric Miller
Trustee Jeff Goings
Trustee Ed Wethington
Trustee David Allgood
Clerk Karri Anderberg
Deputy Clerk Katie Jaster
Attorney Roxanne Sosnowski
Treasurer Carina Boyd
Public Works Director Mitch Hilden
Engineer Chris Dopkins
Billing Clerk Barb Resch

ABSENT
Trustee James Wehrle
President Owen Costanza

APPROVAL OF AGENDA
Motion made by Finance Chairman Miller, Seconded by Trustee Goings. Motion passed by voice vote.

CONVENE PUBLIC HEARING

1. FY 2022 Annual Budget Appropriations

Public hearing opened at 6:46pm.
Treasurer Boyd went over the budget highlights.
No questions or comments by officials or residents.

Public hearing closed at 6:51pm

PUBLIC COMMENT
No public comment
CLOSE PUBLIC HEARING
Public hearing closed at 6:51pm
ADJOURNMENT
Motion made by Finance Chairman Miller, Seconded by Trustee Goings. Motion passed by voice vote.
Meeting adjourned at 6:51pm

ORDINANCE # 2021-12

AN ORDINANCE AMENDING TITLE 8, ZONING, CHAPTER 7, ZONING DISTRICTS AND LAND USE REGULATIONS; AND CHAPTER 10, SITE DESIGN STANDARDS OF THE VILLAGE OF POPLAR GROVE MUNICIPAL CODE

WHEREAS, the Village of Poplar Grove has adopted Title 8 (Zoning Ordinance) of the Poplar Grove Municipal Code pursuant to the Illinois Compiled Statutes to establish and set forth regulations pertaining to the use and development of land, buildings, and structures in the Village; and,

WHEREAS, it is necessary and desirable to periodically amend the Zoning Ordinance in response to changes in technology, business and development practices, and community standards, and to improve administration and enforcement procedures; and,

WHEREAS, after due notice, the Planning and Zoning Commission held a public hearing to consider an amendment to the Zoning Ordinance on April 28, 2021 and has transmitted its recommendation on the matter to the Village Board; and,

WHEREAS, the Village Board has considered the Planning and Zoning Commission's findings of fact and recommendation.

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

Section 1. That Section 8-7-5-B Home Occupation applicability of the Village of Poplar Grove Zoning Ordinance (Title 8 of the Poplar Grove Municipal Code), adopted March 12, 2012 and as amended from time to time thereafter, be and is hereby amended, to read as follows:

Section 8-7-5-B: HOME OCCUPATION

B. Applicability: Unless otherwise provided in this Title, no building or land may be used, and no building may be erected, converted, enlarged or structurally altered, in an Agricultural or Residential District except in compliance with the requirements of this section.

1. Permit. A home occupation permit shall be obtained as prescribed by the requirements of this section. Acceptance of any of the benefits of a home occupation permit shall be deemed acceptance of all terms and conditions set forth herein.
2. Application. Application for a home occupation permit shall be made to the Village Clerk on a form prescribed by the Zoning Administrator.
3. Inspection. Prior to approval the Director of Public Works or designated representative shall review the application and inspect the premises for compliance with the regulation of this section. Additional inspections may be requested by the Zoning Administrator to confirm continued compliance with the provisions of this section.

4. Fee. The application fee for a home occupation permit shall be approved by resolution or ordinance.

Section 2. That Section 5-7-9-B Solar Energy minimum requirements of the Village of Poplar Grove Zoning Ordinance (Title 8 of the Poplar Grove Municipal Code), adopted March 12, 2012 and as amended from time to time thereafter, be and is hereby amended, to read as follows:

Section 8-7-9-B: SOLAR ENERGY

B. Minimum Requirements:

1. Any solar collectors shall be installed either on the roof of the principal structure or accessory structure or shall be otherwise incorporated into and made an integral part of the main building. The maximum height and set-back regulations of the zoning district in which it is proposed shall be observed.
2. No solar collector, solar engine or accessories, pipes or ducts for any solar collector or shall be installed on any roof having a slope of less than one percent (one-eighth of an inch per foot or one centimeter per meter).
3. Installations on low sloped roofs shall comply with the following requirements:
   a. Clearances: All collectors, reflectors, engines, pipes, ducts and other components shall have sufficient clearance between the roof and the installation to permit roof repairs to be made and to permit circulation of air to avoid constant dampness. A space of two (2) feet or sixty-one (61) centimeters shall be adequate clearance in all instances, provided that a smaller space shall be permitted if it can be demonstrated that all normal repairs and resurfacings of the roof may be made under the proposed clearances. The clearances required herein shall not apply to vertical pipes installed through the roof surface or installed outside of the outside walls to provide access to solar components.
   b. Load capacity: No solar component shall be installed on any roof unless the roof has sufficient capacity to hold the weight of the roof, the weight of the solar components and the anticipated snow load. Load requirements must meet the Village of Poplar Grove's adopted building code. The weight of fluid to be used in any panels, pipes or other components will be included in the calculations of load. In determining the anticipated snow load, the effect of the solar components on causing drifting shall be considered. All solar collectors shall meeting building code requirements.
   c. Protection from drifting or sliding snow: On any installation where solar collectors, solar engines and reflectors may cause snow to drift on a roof, provisions shall be made by snow fences, chutes or other barriers to prevent snowdrifts from accumulating on the roof. Wherever a solar collector or other solar component may cause snow to slide, the part of the roof where the snow may accumulate as a result of sliding shall have sufficient capacity to hold the weight of the snow anticipated to accumulate because of sliding. Wherever the location and slope of a

solar collector or other solar component may cause snow to slide onto any doorway, sidewalk or other place used by pedestrian traffic, protection in the form of chutes, awnings or other devices shall be provided to prevent any snow from sliding onto any such doorway, sidewalk or other place.

d. Roof penetration: Wherever any pipe, duct or other solar component penetrates the surface of a roof, the roof shall be protected from leaks in the manner provided for any stack, pipe, or conduit penetrating the roof surface.
e. Roof preparation: Before any solar component is installed, the roof shall be inspected and any repairs and maintenance work needed shall be done to put the roof in leak proof condition.

4. All of the requirements for installations on low sloped roofs shall apply to installations on roofs other than low sloped roofs, except that in lieu of clearance from the roof, a solar panel may be attached flush to the roof. Such solar panel may be an integral part of the roof, providing a waterproof cover, with a waterproof seal between the panel and the rest of the roof. If such panel is not made an integral part of the roof but is attached flush with the roof, the top and sides of the panel shall be sealed where they meet the roof surface or shingles, to prevent water from getting under the panel.
5. Any roof over three (3) stories above the ground shall be provided with a means of access other than an outside ladder against an outside wall. No solar components shall be installed in a location so as to interfere with walkways on any roof.
6. Each solar component which may contain any liquid or gas shall be designed and constructed to prevent the leakage of any liquid or gas under any combination of temperature and pressure possible either during use or when the system is not in use.
7. Each solar collector, solar panel and solar engine shall be securely anchored to withstand the maximum wind pressure anticipated, considering the effects, if any, of the solar components in channeling wind, and without considering the weight of any liquid in the components.
8. A property owner may, at their expense, have each solar collector, reflector, solar engine and all solar components inspected by a qualified person selected by the owner. The inspection shall include looking for any evidence of dampness on the roof due to shading, lack of air circulation or leaks and shall include examining the structural parts securing all components. If a certified report is obtained after the inspection, the owner shall provide a copy of the report to the Village if requested at a later date.
9. Nothing in this Section shall be interpreted as prohibiting any innovative design. Any design not specifically permitted by this ordinance may be installed, upon a showing that the proposed system of solar components will achieve the safety objectives and structural objectives of the provisions of this ordinance.

10. Nothing herein contained nor any permit issued hereunder, shall be constructed to restrict or limit the use and development of any adjoining or other premises.

Section 3. That Section 8-10-8-B Lighting of the Village of Poplar Grove Zoning Ordinance (Title 8 of the Poplar Grove Municipal Code), adopted March 12, 2012 and as amended from time to time thereafter, be and is hereby amended, to read as follows:

Section 8-10-8-B: LIGHTING

B. Requirements.

1. Maximum Luminaire Height: The maximum permitted luminaire height shall be thirty (30) feet in all nonresidential zoning districts and twenty-five (25) feet in all residential districts. The height of both the pole and base shall be considered in the measurement of luminaire height.

2. Orientation of Fixture: In no instance shall an exterior lighting fixture be oriented so that the lighting element (or a transparent shield) is visible from a property located within a residential zoning district. The use of shielded luminaries shall be utilized to facilitate compliance with this requirement.

3. Intensity of Illumination:
   a. In no instance shall the amount of illumination attributable to exterior lighting measured at the property line exceed 0.50 foot-candles above ambient lighting conditions on a cloudless night. Exterior lighting must be IESNA (Illuminating Engineering Society of North America) rated cut-off or full cut-off.
   b. The maximum average lighting in non-residential zoning districts shall be 2.4 foot-candles.
   c. The maximum average lighting in residential zoning districts shall be 0.90 foot-candles.
   d. The following exceptions shall be permitted:
      i. Outdoor recreation facilities and assembly areas: Maximum average lighting is 3.60 foot-candles.
      ii. Auto display lots and gas station pump islands: Maximum average lighting is 3.0 foot-candles.

Section 4. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

Section 5. That this Ordinance shall be in full force and effect from and after its passage as provided by law and pursuant to the Illinois Compiled Statutes. This written and foregoing Ordinance is published by authority of the corporate authorities of the Village of Poplar Grove in pamphlet form on this date.

PASSED by the Village Board of the Village of Poplar Grove this ____ day of _____, 2021.

APPROVED by the President of the Village of Poplar Grove this ____ day of _____, 2021.

_____
Donald Sattler, Village President

ATTEST:

_____
Karri Anderberg, Village Clerk

Ayes:____ Nays: ____ Absent ____

Village Board Members Voting Aye:_____

Village Board Members Voting Nay:_____

Date Published: _____ Sponsor:_____

MEMO

DATE: April 29, 2021

TO: Poplar Grove Village Board

FROM: Village of Poplar Grove Planning and Zoning Commission

SUBJECT: Recommendation for case: 2021-01, Village of Poplar Grove, multiple amendments (TA)

REQUEST:
The applicant, The Village of Poplar Grove, 200 North Hill Street, Poplar Grove, IL 61065, proposing an amendment to the Poplar Grove Zoning Ordinance pertaining to Sections 8-7-5-B Home Occupation applicability, 8-7-9-B Solar Energy minimum requirements, 8-8-4 Permitted Yard Exceptions, 8-10-8-B Lighting requirements in accordance with Section 8-5-4 Text Amendment. The request will remove references to the unfilled Village Administrator position, clarify inspection requirements for solar panels, add carports and correct a typo for exterior lighting levels.

RECOMMENDATION:
The Planning and Zoning Commission motioned to approve case number 2021-01 as *amended*. Motion carried with a (4-0) roll call vote.

Section 8-7-5-B: HOME OCCUPATION

B. Applicability: Unless otherwise provided in this Title, no building or land may be used, and no building may be erected, converted, enlarged or structurally altered, in an Agricultural or Residential District except in compliance with the requirements of this section.

1. Permit. A home occupation permit shall be obtained as prescribed by the requirements of this section. Acceptance of any of the benefits of a home occupation permit shall be deemed acceptance of all terms and conditions set forth herein.
2. Application. Application for a home occupation permit shall be made to the Village Clerk on a form prescribed by the Zoning Administrator.
3. Inspection. Prior to approval the ~~Village Administrator~~ Director of Public Works or designated representative shall review the application and inspect the premises for compliance with the regulation of this section. Additional inspections may be requested by the Zoning Administrator to confirm continued compliance with the provisions of this section.
4. Fee. The application fee for a home occupation permit shall be approved by resolution or ordinance.

Section 8-7-9-B: SOLAR ENERGY

B. Minimum Requirements:

1. Any solar collectors shall be installed either on the roof of the principal structure or accessory structure or shall be otherwise incorporated into and made an integral part of the main building. The maximum height and set-back regulations of the zoning district in which it is proposed shall be observed.
2. No solar collector, solar engine or accessories, pipes or ducts for any solar collector or shall be installed on any roof having a slope of less than one percent (one-eighth of an inch per foot or one centimeter per meter).
3. Installations on low sloped roofs shall comply with the following requirements:
   a. Clearances: All collectors, reflectors, engines, pipes, ducts and other components shall have sufficient clearance between the roof and the installation to permit roof repairs to be made and to permit circulation of air to avoid constant dampness. A space of two (2) feet or sixty-one (61) centimeters shall be adequate clearance in all instances, provided that a smaller space shall be permitted if it can be demonstrated that all normal repairs and resurfacings of the roof may be made under the proposed clearances. The clearances required herein shall not apply to vertical pipes installed through the roof surface or installed outside of the outside walls to provide access to solar components.
   b. Load capacity: No solar component shall be installed on any roof unless the roof has sufficient capacity to hold the weight of the roof, the weight of the solar components and the anticipated snow load. Load requirements must meet the Village of Poplar Grove's adopted building code. The weight of fluid to be used in any panels, pipes or other components will be included in the calculations of load. In determining the anticipated snow load, the effect of the solar components on causing drifting shall be considered. All solar collectors shall meeting building code requirements.
   c. Protection from drifting or sliding snow: On any installation where solar collectors, solar engines and reflectors may cause snow to drift on a roof, provisions shall be made by snow fences, chutes or other barriers to prevent snowdrifts from accumulating on the roof. Wherever a solar collector or other solar component may cause snow to slide, the part of the roof where the snow may accumulate as a result of sliding shall have sufficient capacity to hold the weight of the snow anticipated to accumulate because of sliding. Wherever the location and slope of a solar collector or other solar component may cause snow to slide onto any doorway, sidewalk or other place used by pedestrian traffic, protection in the form of chutes, awnings or other devices shall be provided to prevent any snow from sliding onto any such doorway, sidewalk or other place.

d. Roof penetration: Wherever any pipe, duct or other solar component penetrates the surface of a roof, the roof shall be protected from leaks in the manner provided for any stack, pipe, or conduit penetrating the roof surface.
e. Roof preparation: Before any solar component is installed, the roof shall be inspected and any repairs and maintenance work needed shall be done to put the roof in leak proof condition.

4. All of the requirements for installations on low sloped roofs shall apply to installations on roofs other than low sloped roofs, except that in lieu of clearance from the roof, a solar panel may be attached flush to the roof. Such solar panel may be an integral part of the roof, providing a waterproof cover, with a waterproof seal between the panel and the rest of the roof. If such panel is not made an integral part of the roof but is attached flush with the roof, the top and sides of the panel shall be sealed where they meet the roof surface or shingles, to prevent water from getting under the panel.
5. Any roof over three (3) stories above the ground shall be provided with a means of access other than an outside ladder against an outside wall. No solar components shall be installed in a location so as to interfere with walkways on any roof.
6. Each solar component which may contain any liquid or gas shall be designed and constructed to prevent the leakage of any liquid or gas under any combination of temperature and pressure possible either during use or when the system is not in use.
7. Each solar collector, solar panel and solar engine shall be securely anchored to withstand the maximum wind pressure anticipated, considering the effects, if any, of the solar components in channeling wind, and without considering the weight of any liquid in the components.
8. ~~Each solar collector, reflector, solar engine and all solar components shall be inspected at least once (1) every two (2) years. Such inspections shall be at the owner's expense and may be made by any qualified person selected by the owner. The inspection shall include looking for any evidence of dampness on the roof due to shading, lack of air circulation or leaks, and shall include examining the structural parts securing all components. The Zoning Officer may request a certified report of such inspection to be provided by the owner/applicant. If such request is required by the Zoning Officer it shall be in writing and provided by the owner/applicant within thirty (30) days.~~ A property owner may, at their expense, have each solar collector, reflector, solar engine and all solar components inspected by a qualified person selected by the owner. The inspection shall include looking for any evidence of dampness on the roof due to shading, lack of air circulation or leaks and shall include examining the structural parts securing all components. If a certified report is obtained after the inspection, the owner shall provide a copy of the report to the Village if requested at a later date.

9. Nothing in this Section shall be interpreted as prohibiting any innovative design. Any design not specifically permitted by this ordinance may be installed, upon a showing that the proposed system of solar components will achieve the safety objectives and structural objectives of the provisions of this ordinance.
10. Nothing herein contained nor any permit issued hereunder, shall be constructed to restrict or limit the use and development of any adjoining or other premises.

Section 8-8-4: PERMITTED YARD EXCEPTIONS:

The following projections by buildings and structures are permitted to extend into the required setbacks (as defined in Chapter 6). In no instance shall any portion of a structure extend beyond a property line.

Table 8-8-4: Permitted Yard Exceptions:

Structure or Use	Front Yard Setback	Rear Yard Setback	Side Yard Setback
Air conditioner condenser units, extending no more than forty-eight (48) inches into the setback		P	P
Antenna, freestanding, for non-commercial purposes		P	
Athletic Courts (tennis, basketball, etc. Not including a hoop off of a driveway)		P	
Architectural ornamentation, e.g. sills, belt courses, cornices, extending no more than thirty (30) inches into the setback	P	P	P
Awnings and canopies, projecting no more than forty-eight (48) inches from the structure, extending up to a distance that is no less than three (3) feet from the lot line.	P	P	P
Balconies, projecting no more than five (5) feet from the structure	P	P	
Bay windows, having no foundation and projecting no more than thirty (30) inches from the structure	P	P	P
Carports, having a roof but no side walls, must be over a paved surface and three-feet from the side yard property line.			P
Chimneys, having no foundation and projecting no more than thirty (30) inches from the structure	P	P	P
Decks, open to the sky and less than thirty-six (36) inches above the ground, extending up to a distance that is no less than three (3) feet from the lot line (subject to ground coverage ratio		P	P

defined in Chapter 6)			
Driveways and walkways	P	P	P
Eaves and gutters, projecting no more than thirty (30) inches form the structure	P	P	P
Fences and walls (corner, double frontage and gateway lots may be permitted a fence in the front yard in accordance with Chapter 10)		P	P
Fire escapes, open to the elements and projecting no more than five (5) feet from the structure		P	P
Fuel pumps and associated canopies, in accordance with Chapter 9	P	P	P
Gazebos, cabanas and similar structures		P	
Outdoor storage		P	P
Parking Areas	P	P	P
Patio, open to the sky, extending up to a distance that is no less than three (3) feet from the lot line		P	
Porches projecting no more than either (8) feet from the structure up to a distance no less than three (3) feet from the lot line	P	P	P
Portico chere, projecting no more than fourteen (14) feet from the structure up to a distance no less than three (3) feet from the lot line	P	P	P
Recreational equipment, e.g. children's swing set, lawn games and courts, trampolines and other structures with appropriate fencing or safety netting		P	P
Signs and nameplates in accordance with Chapter 10	P	P	P
Solar energy devices, attached	P	P	P
Solar energy devices, detached		P	
Steps, at or below the first floor level	P	P	P
Storage tanks and storage silos, extending up to a distance that is no less than ten (10) feet from a lot line.		P	P
Storm shelters and similar structures, attached or detached, above or below grade		P	
Trash receptacles and enclosures		P	P
Utility meters, distribution boxes, pedestals and other above ground appurtenances		P	P
Vestibules, enclosed, extending more than four (4) feet into the setback	P	P	P
Wheelchair ramps	P	P	P

** "P" indicates accessory structure or use is permitted in the indicated setback as defined in Chapter 6.*

*** Other similar structures or uses not listed may be classified in similar structure or use categories as determined by the Zoning Administrator and are permitted within the yard(s) identified in such category*

**** If the requirements of this section are in variance with the requirements of any other lawfully adopted rules, regulations, or ordinances, the most restrictive or those imposing the higher standards shall govern*

*****Carports are only permitted in the R-2 and R-3 Districts. Carports shall not be comprised of a soft material and shall remain rust free.*

Section 8-10-8-B: LIGHTING

B. Requirements.

1. Maximum Luminaire Height: The maximum permitted luminaire height shall be thirty (30) feet in all nonresidential zoning districts and twenty-five (25) feet in all residential districts. The height of both the pole and base shall be considered in the measurement of luminaire height.

2. Orientation of Fixture: In no instance shall an exterior lighting fixture be oriented so that the lighting element (or a transparent shield) is visible from a property located within a residential zoning district. The use of shielded luminaries shall be utilized to facilitate compliance with this requirement.

3. Intensity of Illumination:
   a. In no instance shall the amount of illumination attributable to exterior lighting measured at the property line exceed ~~0.0~~ 0.50 foot-candles above ambient lighting conditions on a cloudless night. Exterior lighting must be IESNA (Illuminating Engineering Society of North America) rated cut-off or full cut-off.
   b. The maximum average lighting in non-residential zoning districts shall be 2.4 foot-candles.
   c. The maximum average lighting in residential zoning districts shall be 0.90 foot-candles.
   d. The following exceptions shall be permitted:
      i. Outdoor recreation facilities and assembly areas: Maximum average lighting is 3.60 foot-candles.
      ii. Auto display lots and gas station pump islands: Maximum average lighting is 3.0 foot-candles.

The methods used to show changes are:
xxxxxxxxxx = (Standard text) existing text within the zoning code; no changes proposed.
~~xxxxxxxxxx~~ = (Strike through text) text that is proposed to be deleted from the zoning code.
xxxxxxxxxx = (Highlighted and underlined text) new text that is proposed to be inserted into the zoning code

_____

Jessica Roberts, Chair
Poplar Grove Planning and Zoning Commission

MEMO

DATE: April 12, 2021

TO: Village of Poplar Grove Planning and Zoning Commission

FROM: Village of Poplar Grove Planning Staff

SUBJECT: Recommendation for case: 2021-01; Village of Poplar Grove, Multiple amendments (TA)

REQUEST:
The applicant, The Village of Poplar Grove, 200 North Hill Street, Poplar Grove, IL 61065, proposing an amendment to the Poplar Grove Zoning Ordinance pertaining to Sections 8-7-5-B Home Occupation applicability, 8-7-9-B Solar Energy minimum requirements, 8-8-4 Permitted Yard Exceptions, 8-10-8-B Lighting requirements in accordance with Section 8-5-4 Text Amendment. The request will remove references to the unfilled Village Administrator position, clarify inspection requirements for solar panels, add carports and correct a typo for exterior lighting levels. The proposed language is as follows:

Section 8-7-5-B: HOME OCCUPATION

B. Applicability: Unless otherwise provided in this Title, no building or land may be used, and no building may be erected, converted, enlarged or structurally altered, in an Agricultural or Residential District except in compliance with the requirements of this section.

1. Permit. A home occupation permit shall be obtained as prescribed by the requirements of this section. Acceptance of any of the benefits of a home occupation permit shall be deemed acceptance of all terms and conditions set forth herein.
2. Application. Application for a home occupation permit shall be made to the Village Clerk on a form prescribed by the Zoning Administrator.
3. Inspection. Prior to approval the ~~Village Administrator~~ Director of Public Works or designated representative shall review the application and inspect the premises for compliance with the regulation of this section. Additional inspections may be requested by the Zoning Administrator to confirm continued compliance with the provisions of this section.
4. Fee. The application fee for a home occupation permit shall be approved by resolution or ordinance.

Section 8-7-9-B: SOLAR ENERGY

B. Minimum Requirements:

1. Any solar collectors shall be installed either on the roof of the principal structure or accessory structure or shall be otherwise incorporated into and made an integral part of the main building. The maximum height and set-back regulations of the zoning district in which it is proposed shall be observed.
2. No solar collector, solar engine or accessories, pipes or ducts for any solar collector or shall be installed on any roof having a slope of less than one percent (one-eighth of an inch per foot or one centimeter per meter).
3. Installations on low sloped roofs shall comply with the following requirements:
   a. Clearances: All collectors, reflectors, engines, pipes, ducts and other components shall have sufficient clearance between the roof and the installation to permit roof repairs to be made and to permit circulation of air to avoid constant dampness. A space of two (2) feet or sixty-one (61) centimeters shall be adequate clearance in all instances, provided that a smaller space shall be permitted if it can be demonstrated that all normal repairs and resurfacings of the roof may be made under the proposed clearances. The clearances required herein shall not apply to vertical pipes installed through the roof surface or installed outside of the outside walls to provide access to solar components.
   b. Load capacity: No solar component shall be installed on any roof unless the roof has sufficient capacity to hold the weight of the roof, the weight of the solar components and the anticipated snow load. Load requirements must meet the Village of Poplar Grove's adopted building code. The weight of fluid to be used in any panels, pipes or other components will be included in the calculations of load. In determining the anticipated snow load, the effect of the solar components on causing drifting shall be considered. All solar collectors shall meeting building code requirements.
   c. Protection from drifting or sliding snow: On any installation where solar collectors, solar engines and reflectors may cause snow to drift on a roof, provisions shall be made by snow fences, chutes or other barriers to prevent snowdrifts from accumulating on the roof. Wherever a solar collector or other solar component may cause snow to slide, the part of the roof where the snow may accumulate as a result of sliding shall have sufficient capacity to hold the weight of the snow anticipated to accumulate because of sliding. Wherever the location and slope of a solar collector or other solar component may cause snow to slide onto any doorway, sidewalk or other place used by pedestrian traffic, protection in the form of chutes, awnings or other devices shall be provided to prevent any snow from sliding onto any such doorway, sidewalk or other place.

d. Roof penetration: Wherever any pipe, duct or other solar component penetrates the surface of a roof, the roof shall be protected from leaks in the manner provided for any stack, pipe, or conduit penetrating the roof surface.
e. Roof preparation: Before any solar component is installed, the roof shall be inspected and any repairs and maintenance work needed shall be done to put the roof in leak proof condition.

4. All of the requirements for installations on low sloped roofs shall apply to installations on roofs other than low sloped roofs, except that in lieu of clearance from the roof, a solar panel may be attached flush to the roof. Such solar panel may be an integral part of the roof, providing a waterproof cover, with a waterproof seal between the panel and the rest of the roof. If such panel is not made an integral part of the roof but is attached flush with the roof, the top and sides of the panel shall be sealed where they meet the roof surface or shingles, to prevent water from getting under the panel.
5. Any roof over three (3) stories above the ground shall be provided with a means of access other than an outside ladder against an outside wall. No solar components shall be installed in a location so as to interfere with walkways on any roof.
6. Each solar component which may contain any liquid or gas shall be designed and constructed to prevent the leakage of any liquid or gas under any combination of temperature and pressure possible either during use or when the system is not in use.
7. Each solar collector, solar panel and solar engine shall be securely anchored to withstand the maximum wind pressure anticipated, considering the effects, if any, of the solar components in channeling wind, and without considering the weight of any liquid in the components.
8. ~~Each solar collector, reflector, solar engine and all solar components shall be inspected at least once (1) every two (2) years. Such inspections shall be at the owner's expense and may be made by any qualified person selected by the owner. The inspection shall include looking for any evidence of dampness on the roof due to shading, lack of air circulation or leaks, and shall include examining the structural parts securing all components. The Zoning Officer may request a certified report of such inspection to be provided by the owner/applicant. If such request is required by the Zoning Officer it shall be in writing and provided by the owner/applicant within thirty (30) days.~~ A property owner may, at their expense, have each solar collector, reflector, solar engine and all solar components inspected by a qualified person selected by the owner. The inspection shall include looking for any evidence of dampness on the roof due to shading, lack of air circulation or leaks and shall include examining the structural parts securing all components. If a certified report is obtained after the inspection, the owner shall provide a copy of the report to the Village if requested at a later date.

9. Nothing in this Section shall be interpreted as prohibiting any innovative design. Any design not specifically permitted by this ordinance may be installed, upon a showing that the proposed system of solar components will achieve the safety objectives and structural objectives of the provisions of this ordinance.
10. Nothing herein contained nor any permit issued hereunder, shall be constructed to restrict or limit the use and development of any adjoining or other premises.

Section 8-8-4: PERMITTED YARD EXCEPTIONS:

The following projections by buildings and structures are permitted to extend into the required setbacks (as defined in Chapter 6). In no instance shall any portion of a structure extend beyond a property line.

Table 8-8-4: Permitted Yard Exceptions:

Structure or Use	Front Yard Setback	Rear Yard Setback	Side Yard Setback
Air conditioner condenser units, extending no more than forty-eight (48) inches into the setback		P	P
Antenna, freestanding, for non-commercial purposes		P	
Athletic Courts (tennis, basketball, etc. Not including a hoop off of a driveway)		P	
Architectural ornamentation, e.g. sills, belt courses, cornices, extending no more than thirty (30) inches into the setback	P	P	P
Awnings and canopies, projecting no more than forty-eight (48) inches from the structure, extending up to a distance that is no less than three (3) feet from the lot line.	P	P	P
Balconies, projecting no more than five (5) feet from the structure	P	P	
Bay windows, having no foundation and projecting no more than thirty (30) inches from the structure	P	P	P
Carports, having a roof but no side walls, must be over a paved surface and three-feet from the side yard property line.			P
Chimneys, having no foundation and projecting no more than thirty (30) inches from the structure	P	P	P
Decks, open to the sky and less than thirty-six (36) inches above the ground, extending up to a distance that is no less than three (3) feet from the lot line (subject to ground coverage ratio		P	P

defined in Chapter 6)			
Driveways and walkways	P	P	P
Eaves and gutters, projecting no more than thirty (30) inches form the structure	P	P	P
Fences and walls (corner, double frontage and gateway lots may be permitted a fence in the front yard in accordance with Chapter 10)		P	P
Fire escapes, open to the elements and projecting no more than five (5) feet from the structure		P	P
Fuel pumps and associated canopies, in accordance with Chapter 9	P	P	P
Gazebos, cabanas and similar structures		P	
Outdoor storage		P	P
Parking Areas	P	P	P
Patio, open to the sky, extending up to a distance that is no less than three (3) feet from the lot line		P	
Porches projecting no more than either (8) feet from the structure up to a distance no less than three (3) feet from the lot line	P	P	P
Portico chere, projecting no more than fourteen (14) feet from the structure up to a distance no less than three (3) feet from the lot line	P	P	P
Recreational equipment, e.g. children's swing set, lawn games and courts, trampolines and other structures with appropriate fencing or safety netting		P	P
Signs and nameplates in accordance with Chapter 10	P	P	P
Solar energy devices, attached	P	P	P
Solar energy devices, detached		P	
Steps, at or below the first floor level	P	P	P
Storage tanks and storage silos, extending up to a distance that is no less than ten (10) feet from a lot line.		P	P
Storm shelters and similar structures, attached or detached, above or below grade		P	
Trash receptacles and enclosures		P	P
Utility meters, distribution boxes, pedestals and other above ground appurtenances		P	P
Vestibules, enclosed, extending more than four (4) feet into the setback	P	P	P
Wheelchair ramps	P	P	P

** "P" indicates accessory structure or use is permitted in the indicated setback as defined in Chapter 6.*
*** Other similar structures or uses not listed may be classified in similar structure or use categories as determined by the Zoning Administrator and are permitted within the yard(s) identified in such category*
**** If the requirements of this section are in variance with the requirements of any other lawfully adopted rules, regulations, or ordinances, the most restrictive or those imposing the higher standards shall govern*

Section 8-10-8-B: LIGHTING

B. Requirements.

1. Maximum Luminaire Height: The maximum permitted luminaire height shall be thirty (30) feet in all nonresidential zoning districts and twenty-five (25) feet in all residential districts. The height of both the pole and base shall be considered in the measurement of luminaire height.

2. Orientation of Fixture: In no instance shall an exterior lighting fixture be oriented so that the lighting element (or a transparent shield) is visible from a property located within a residential zoning district. The use of shielded luminaries shall be utilized to facilitate compliance with this requirement.

3. Intensity of Illumination:
   a. In no instance shall the amount of illumination attributable to exterior lighting measured at the property line exceed ~~0.0~~ 0.50 foot-candles above ambient lighting conditions on a cloudless night. Exterior lighting must be IESNA (Illuminating Engineering Society of North America) rated cut-off or full cut-off.
   b. The maximum average lighting in non-residential zoning districts shall be 2.4 foot-candles.
   c. The maximum average lighting in residential zoning districts shall be 0.90 foot-candles.
   d. The following exceptions shall be permitted:
      i. Outdoor recreation facilities and assembly areas: Maximum average lighting is 3.60 foot-candles.
      ii. Auto display lots and gas station pump islands: Maximum average lighting is 3.0 foot-candles.

The methods used to show changes are:
xxxxxxxxxxx = (Standard text) existing text within the zoning code; no changes proposed.
~~xxxxxxxxxxx~~ = (Strike through text) text that is proposed to be deleted from the zoning code.
xxxxxxxxxxx = (Highlighted and underlined text) new text that is proposed to be inserted into the zoning code

BACKGROUND AND SUMMARY OF FINDINGS:
Home Occupations allow for a limited amount of business to be conducted out of one's house. Common home occupations include hairdressers, internet sales and landscape offices. Home Occupations are permitted and inspected to ensure compliance with the requirements of the Zoning Ordinance. Permitting was done by the Village Clerk but the Village Administrator was tasked with the inspections. Since the Village Administrator position is not consistently filled, inspections have been handled by different departments. In order to maintain consistency and compliance with the Village's ordinances, the task of inspections will be conducted by the Director of Public Works.

Currently the Zoning Ordinance requires that a homeowner that has solar panels on their roof get the roof inspected every two years. While this requirement was an effort to protect a homeowner from a damaged roof, it can be quite costly and burdensome on the homeowner. In addition, as the popularity of solar energy increases so does the amount of properties needing inspection. Tracking of these inspections and enforcement becomes a matter of code enforcement. While the intent behind the code was to protect residents, it has actually created a hardship and is not always enforced. Due to these concerns, it is recommended to remove the requirement to have roofs inspected and reports submitted. However, language regarding the reports is being kept in the Zoning Ordinance in an effort to allow residents to know that such a service exists should they want to pursue it and to notify them that if a report is done, the Village can request a copy of the findings.

After several severe storms to hit the area, residents are looking for affordable ways to protect their vehicles from hail and tee limb damage. Sometimes garages are not possible either due to lot coverage, setbacks or cost. Carports constructed over driveways are becoming more common. However, there is no reference to such structures in the Zoning Ordinance. The additional language will not only permit carports but require them to have the same setback as driveways and paved surfaces. Although these setbacks are less than a detached structure, due to the lack of walls, carports are not as impactful to neighboring properties.

In regards to lighting levels (foot-candles), there is a typo for maximum illumination level at the property line. Currently the code requires a maximum illumination level of 0.0 foot-candles which means no lighting at all. This is not practical nor was it intended. Although, the Village wants to limit the amount of light that spills over from one property to the next, since parking areas and walkways are allowed near property lines, lighting used for safety and visibility purposes will need to be near property lines as well. The intent of the code was to read 0.50 foot-candles which is a common requirement in the area.

RECOMMENDATION:
The planning staff recommends approval of case 2021-01 for the four Zoning Ordinance text amendments.

PLANNING AND ZONING COMMISSION/VILLAGE BOARD ACTION:

The Commission shall hold a public hearing on the proposed text amendment, after which a recommendation will be made to grant or deny the text amendment application to the Village Board. The Commission may make the recommendation at the same meeting, or choose to continue the proceedings at a later date. The Commission may request additional information as needed. Once a recommendation is made, the Commission shall record its conclusion as part of the meeting minutes and forward such documentation onto the Village Board for review. The Commission's failure to act or submit a report within sixty-five (65) days of the public hearing shall constitute a recommendation to approve the request.

Within sixty-five (65) days of receipt of the Commission's recommendation, the Village Board shall act by ordinance to approve or deny the text amendment as originally proposed or approve the text amendment with modifications. The Village Board may also remand the request back to the Commission for further hearings and/or discussion. The Village Board's approval or denial of the requested amendment shall be considered the approval or denial of a unique request, and shall not be construed as precedent for any other proposed amendment.

ATTACHMENTS

1. Letter from the Boone County Health Department, Amanda Mehl, dated April 5, 2021.

ORDINANCE NUMBER: 2021-13

AN ORDINANCE OF THE VILLAGE OF POPLAR GROVE AMENDING VARIOUS PROVISIONS OF TITLE 1 ADMINISTRATION, CHAPTER 6 VILLAGE OFFICERS AND EMPLOYEES, ARTICLE A VILLAGE CLERK OF THE VILLAGE OF POPLAR GROVE CODE OF ORDINANCES

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

WHEREAS, Article A of Chapter 6 governs the Village Clerk; and

WHEREAS, the Village desires to amend various sections of Article A as set forth herein to provide additional clarification regarding the Village Clerk's duties; and

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

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

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

2. That Section 1-6A-1(8) of the Village Code of Ordinances entitled "Duties of the Village Clerk" is amended to read as follows (deletions shown as strikethroughs and new language as bold and underlined):

   "(8) Shall be responsible for issuing all process papers for any code enforcement proceeding conducted under this Code**, shall be responsible for issuing all Village building permits and other permits, and shall have supervision and control over the Code Enforcement Officer and the Building Official**;"

3. That Section 1-6A-3 of the Village Code of Ordinances entitled "Deputy Clerk" is amended to read as follows (deletions shown as strikethroughs and new language as bold and underlined):

   "1-6a-3. – DEPUTY CLERK**S**.

   A. The Village Clerk shall appoint **one or more** ~~a~~ Deputy Clerk**s**. The Deputy Clerk**s** shall be ~~an~~ employee**s** who ~~is~~ **are** hired and supervised by the Village Clerk.

   B. The Deputy Clerk**s** shall be authorized to perform any duties of the Village Clerk under the direct supervision of the Village Clerk.

   C. ~~A~~ **The** Deputy Clerk may execute all documents required by law to be executed by the Village Clerk, and may affix a seal of the clerk whenever required.

D. The Deputy Clerk**s** shall execute a bond in accordance with Section 1-6A-2.3 herein.

E. The Deputy Clerk**s** may assist other Village Officers in carrying out their duties with the prior written consent of the Village Clerk."

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

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

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2021

ATTEST:

_____ _____

CLERK PRESIDENT

RESOLUTION NUMBER: 21-36

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS APPROVING A ONE TIME REDUCTION FOR LIQUOR LICENSE FEES FOR LUCKY DOG GAMING PARLOR

WHEREAS, the Village of Poplar Grove ("Village") is an Illinois municipal corporation with such powers and duties as set forth in the Illinois Municipal Code;

WHEREAS**,** the Covid-19 pandemic has impacted the financial stability of bars and restaurants within the Village; and

WHEREAS, Lucky Dawg Slots has been unable to receive any grant assistance to offset the financial loss experienced during the Covid-19 pandemic;

WHEREAS, the Village desires to ease the financial burden of Lucky Dawg Slots by providing a one-time reduction for fees for Lucky Dawg Slots' Village liquor license; and

WHEREAS, the Village will provide a 50% fee reduction for Lucky Dawg Slots' 2021 liquor license; and

WHEREAS, the City has determined that the foregoing is in the best interest of the health, safety and welfare of the City and its citizens.

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 authorizes and approves a 50% fee reduction for Lucky Dawg Slots' 2021 liquor license.

3. The Village President and the Village Clerk are hereby authorized to execute any documents necessary to effectuate the intent of this Resolution.

PASSED UPON MOTION BY: _____

SECONDED BY:_____

BY ROLL CALL VOTE THIS _____, _____, 2021

AS FOLLOWS:

VOTING “AYE”: _____

VOTING “NAY”: _____

_____

ABSENT, ABSTAIN, OTHER: _____

_____

APPROVED: _____, 2021

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

RESOLUTION NUMBER: 21-22

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS TO APPROVE AND AUTHORIZE THE VILLAGE PRESIDENT TO EXECUTE AN AGREEMENT WITH SABEL MECHANICAL, LLC WITH REGARDS TO LIFT STATION PUMP MAINTENANCE

WHEREAS, the Village of Poplar Grove, Illinois ("Village") is in need of lift station pump maintenance services; and

WHEREAS, Sabel Mechanical, LLC ("Sabel") provides such services; and

WHEREAS, the Village desires to engage the services of Sabel to provide such lift station pump maintenance services; and

WHEREAS, the Village and Sabel have reached an accord as to the terms and conditions upon which Sabel will provide the lift station pump maintenance services; and

WHEREAS, such terms and conditions are memorialized in an Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein ("Agreement"); and

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

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

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

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

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

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS ____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING “NAY”: _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2021

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

EXHIBIT A- AGREEMENT

ADDENDUM TO AGREEMENT

THIS ADDENDUM TO AGREEMENT ("Amendment") is dated this ___ day of May 2021 and is by and between the VILLAGE OF POPLAR GROVE, an Illinois municipal corporation ("Village"), and SABEL MECHANICAL, LLC, a Wisconsin limited liability company ("Contractor") and is intended to amend the Agreement dated April 27, 2021 between the Village and Contractor.

RECITALS:

WHEREAS, the Village and Contractor entered into an Agreement proposal dated on April 27, 2021 (the "Agreement"); and

WHEREAS, the Village and Contractor desire to make certain amendments to the Agreement; and

WHEREAS, such amendments are set forth in this Amendment to Agreement.

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

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

2. The Agreement proposal, including, but not limited, its terms, conditions and scope of services, is incorporated herein and made a part hereof.

3. The following terms and conditions are made a part of the Agreement:

   A. Contractor will commence performance of the services set forth in the Agreement by no later than _____ of each year of the 3-year term of the Agreement and shall complete such services by no later than _____ of each year of the 3 year term of the Agreement. Such commencement and completion dates may be amended by written agreement of both parties hereto.

   B. Contractor warrants that it will own, free and clear of any liens/encumbrances or potential liens/encumbrances, all materials, parts and supplies that are to be installed as a part of the services to be performed under the Agreement.

   C. Contractor agrees to comply with any and all applicable federal, state and local laws, ordinances and regulations, including, but not limited to, prevailing wage laws in performance of the services set forth in the Agreement.

   D. At all times during the performance of this Agreement, Contractor shall maintain commercial general liability insurance with limits of not less than $1 million each occurrence, $2 million general aggregate; and automobile liability insurance with limits

of not less than $1 million per occurrence combined single limit or $1 million bodily injury per occurrence and $500,000 property damage. All insurance policies shall name the Village as an additional insured. Prior to commencement of any work under the Agreement, Contractor shall provide the Village with a Certificate of Insurance evidencing compliance with this Paragraph. Each Certificate of Insurance shall provide that the insurer must give the Village at least thirty (30) days prior written notice of cancellation or termination of the Contractor's coverage thereunder.

E. To the fullest extent permitted by law, Contractor shall pay, indemnify, defend and hold harmless the Village, its officers, representatives, elected and appointed officials, agents, and employees ("Indemnified Parties") from and against any and all claims, loss, expense, liability, damage or cost (including, without limitation, judgments, attorneys' fees and costs, court costs and the cost of appellate proceedings) which any of the Indemnified Parties incur because of injury to, or death of any person, or on account of damage to property, including the loss of use thereof, or any other claim arising out of, in connection with or as a consequence of the performance of, or the failure to perform, the services contemplated under the Agreement by Contractor, its agents, employees, subcontractors or anyone for whose acts Contractor may be liable with respect to the services contemplated under the Agreement. Further, Contractor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts. Under no circumstances shall Contractor, its subcontractors, agents, and employees be required to indemnify the Indemnified Parties for the negligent acts of the Indemnified Parties.

F. Contractor agrees that it shall perform the services under the Agreement in a commercially reasonable and good and workmanlike manner. Services performed by Contractor will be conducted in a manner consistent with that level of care and skill ordinarily exercised by member in the same industry/profession who are currently providing services under similar conditions. To the extent Contractor fails to perform any services required under the Agreement and the Village incurs costs and expense to have the services completed, Contractor shall be responsible for reimbursing such costs and expense to the Village.

G. In the event of a breach of the Agreement by either Party, the non-breaching party shall have any and all remedies available to it at law or in equity, including, but not limited to, the right to terminate the Agreement. Such remedies shall be cumulative and not exclusive. The prevailing party in any action to enforce the provisions of this Agreement shall be entitled to recover it costs, including reasonable attorneys' fees.

H. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Illinois. Any dispute between the parties related to this Agreement shall

be submitted to the jurisdiction of the Courts of the 17th Judicial Circuit, Boone County, Illinois.

4. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

6. In case any provision of this Addendum shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall, to the extent permitted by law, not in any way be affected or impaired thereby.

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

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

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

VILLAGE OF POPLAR GROVE

By:_____
Don Sattler, President

ATTEST:

_____
Karri Anderberg, Village Clerk

SABEL MECHANICAL, LLC

By:_____

Its:_____

SABEL MECHANICAL LLC.
DOUG SABEL
W3150 County Road H, Fond du Lac, WI 54937
920-904-5579
doug@sabelmechanical.com

Date: **April 27, 2021**

To: **Village of Poplar Grove, IL**
200 Hill Street
Poplar Grove, IL 61065

Contact: **Ion Stear**
Phone: **(815) 560-7399**
Email: **Istear@testinc.com**

Location:

- **Ray Street**
- **Whiting Road**
- **Oak Law**
- **Countryside**
- **Collection Point**
- **Waco**
- **Woodstock Road**
- **North Plant**
- **South Plant**

Equipment Included:

Quantity (2) Metropolitan – 5 HP Pumps	**Quantity (2) Metropolitan - 6 HP Pumps**
Quantity (2) Flygt – 18 HP Pumps	**Quantity (2) Flygt – 15 HP Pumps**
Quantity (2) Flygt – 5 HP Pumps	**Quantity (3) Flygt – 20 HP Pumps**
Quantity (2) Vaughn – 15 HP Pumps	
Quantity (2) Flygt – 23 HP Pumps	

Sabel Mechanical LLC is pleased to offer a pump service agreement. The agreement shall include for one (1) year:

1 **Inspections: Including the checkpoints, listed trip charges and labor to inspect unit(s).**

PUMP INSPECTION LIST

1. **Check electrical condition of insulation on power cable and on power cable and on all phases of motor windings (resistance check).**
2. **Check for any loose or faulty electrical connections within the pump control panel.**
3. **Check voltage supply between all phases on the line side of the electrical control panel; pump off.**

4. **Check amperage draws on all phases of the pump motor.**
5. **Check voltage between all phases on the load side of the pump control (line side for sing phase), pump off.**
6. **Check condition and operation of motor thermal protectors (if so equipped).**
7. **Removal of pump from lift station for physical inspection.**
8. **Check condition of upper shaft seals (inspect condition of oil).**
9. **Check condition and operation of leakage detector (if so equipped).**
10. **Check lower shaft seals (inspect condition of oil).**
11. **Change oil (if required)**
12. **Check for worn or loose impeller.**
13. **Check all impeller wear rings.**
14. **Check for noisy upper and lower bearings.**
15. **Check physically for damaged or cut pump cable.**
16. **Clean, reset and check operation of the level sensors.**
17. **Check for correct shaft rotation.**
18. **Reinstall pump and check for leakage at the discharge connection.**
19. **Test of operating cycle.**

AGREEMENT AT THE GUARANTEED RATE LISTED BELOW.

Annual Service Rate $3132 for year 2022, Additional 3.5% to Annual Service Rate for years 2023, 2024 (3-year contract)

X_____

TERMS

Payment terms are NET THIRTY (30) DAYS.

This agreement price includes all trip charges, overnight stays and service time for inspections only. A written report of our findings will be supplied to the owner. Prior to all inspections, the owner will be notified of our impending visit. This agreement price does not include any parts, extra labor or return trips that would be required as a result of the inspection or service time. Additional repairs and services will be made at $138.50 per hr and travel is $1.35 per mile.

Any additional repairs and/or parts replacement will be performed only when it is requested/authorized by the customer.

Sabel Mechanical LLC assumes no liability for loss of use, any direct, indirect or consequential damage of any kind in respect to the use or operation of pumps or any equipment or accessories used in connection therewith.

The owner's responsibilities will be:

1) **Dispose of waste.**

2) **Have a representative available to allow entry to pumps.**

All parts and labor are subject to the manufacturer's published warranty.

This agreement shall be effective from its signed date and shall continue in effect until termination by mutual agreement or by either party upon thirty (30) days prior written notice.

Mark Grebe
Sabel Mechanical LLC

_____
Mark Grebe

mark@sabelmechanical.com

ACCEPTED THIS DATE: _____

COMPANY/CITY: _____

BY: _____

TITLE: _____

ADDENDUM TO CONTRACT QUOTE

THIS ADDENDUM TO CONTRACT ("Agreement") is dated this ___ day of May, 2021 and is by and between the Village of Poplar Grove, an Illinois municipal corporation ("Village"), and Rush Power Systems, LLC. ("Rush") and is intended to serve as an addendum to the Contract Quote dated April 20, 2021, between the Village and Rush. The Contract Quote and this Addendum to Contract Quote are collectively referred to herein as the "Agreement."

RECITALS:

WHEREAS, Rush provided the Village a contract quote for preventative maintenance services on April 20, 2021 ("Contract Quote"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Village and Rush desire to supplement the Contract Quote with certain additional terms and conditions; and

WHEREAS, such additional terms and conditions are set forth in this Addendum to Contract Quote.

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

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

2. The Contract Quote, including, but not limited to, its scope of services, is incorporated herein and made part hereof.

3. The following terms and conditions are hereby made a part of the Agreement:

   A. Rush will commence the work and services set forth in the Contract Quote by no later than _____ ____, 20___ ("Effective Date") and shall complete such work and services on an annual basis, over a three (3) year term, to be completed by the one (1) year anniversary of the Effective Date during each year of the Contract. Such commencement and completion dates may be amended by written agreement of both parties hereto.

   B. Rush warrants that it has paid for in full and owns, free and clear of any liens/encumbrances or potential liens/encumbrances, all materials and supplies that are to be utilized as a part of the work and services to be performed under the Agreement.

   C. Rush agrees to comply with any and all applicable federal, state and local laws, ordinances and regulations, including, but not limited to, prevailing wage laws (820 ILCS 130).

D. At all times during the performance of this Agreement, Rush shall maintain commercial general liability insurance with limits of not less than $1 million each occurrence, $2 million general aggregate; and automobile liability insurance with limits of not less than $1 million per occurrence combined single limit or $1 million bodily injury per occurrence and $500,000 property damage; workers' compensation equal to statutory limits required by state law. All insurance policies shall name the Village of Poplar Grove as an additional insured. Prior to commencement of any work under the Contract, Rush shall provide the Village with a Certificate of Insurance evidencing compliance with this Paragraph. Each Certificate of Insurance shall provide that the insurer must give the Village at least thirty (30) days prior written notice of cancellation or termination of the Village's coverage thereunder.

E. To the fullest extent permitted by law, Rush shall pay, indemnify, defend and hold harmless the Village, its officers, representatives, elected and appointed officials, agents, and employees ("Indemnified Parties") from and against any and all claims, loss, expense, liability, damage or cost (including, without limitation, judgments, attorneys' fees and costs, court costs and the cost of appellate proceedings) which any of the Indemnified Parties incur because of injury to, or death of any person, or on account of damage to property, including the loss of use thereof, or any other claim arising out of, in connection with or as a consequence of the performance of, or the failure to perform, the preventative maintenance work and services contemplated under the Agreement by Rush, its agents, employees, subcontractors or anyone for whose acts Rush may be liable with respect to the remodeling work contemplated herein. Further, Rush agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts. Under no circumstances shall Rush, its subcontractors, agents, and employees be required to indemnify the Indemnified Parties for the negligent acts of the Indemnified Parties.

F. Rush acknowledges that during the course of its performance of the work and services under this Agreement, it may acquire or be exposed to information regarding the Village, including, but not limited to, information regarding the Village's employees, agents or officers, its business activities and operations, financial information, or other information of a confidential nature (hereinafter "Confidential Information"). Rush, on behalf of itself and its, principals, owners, members, shareholders, employees, subcontractors and/or agents, agrees to hold such Confidential Information in strict confidence and shall not reveal the same. Rush agrees that any breach or violation of this confidentiality provision would cause the Village irreparable injury for which it would have no adequate remedy at law, and agrees that the Village may be entitled to obtain immediate injunctive relief prohibiting such breach or violation, in addition to any other rights and remedies available to it.

G. In the event of a breach of the Agreement by either Party, the non-breaching party shall have any and all remedies available to it at law or in equity, including, but not limited

to, the right to terminate the Agreement. Such remedies shall be cumulative and not exclusive. The prevailing party in any action to enforce the provisions of this Agreement shall be entitled to recover it costs, including reasonable attorneys' fees.

H. Any and all notices, demands, and communications provided for herein or made hereunder shall be given in writing and shall be deemed given to a party at the earlier of (i) when actually hand-delivered to an employee of such party, (ii) if mailed to such party by registered or certified U.S. mail, when a return receipt is received by sender, or (iii) if sent by overnight courier service addressed to such a party at the address designated below for such party:

If to Rush Power Systems, LLC:

Rush Power Systems, LLC
Attn:_____
3793 Flora Church Road
Kirkland, IL 60146

If to Village of Poplar Grove:

Village of Poplar Grove
Attn: Karri Anderberg
200 North Hill Street
Poplar Grove, Illinois 61065

With Copy To:

Sosnowski Szeto, LLP
Attn: Roxanne M. Sosnowski
6735 Vistagreen Way, Suite 300
Rockford, IL 61107

4. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. In case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall, to the extent permitted by law, not in any way be affected or impaired thereby.

6. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

7. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois. The parties hereby submit and consent to the exclusive jurisdiction of the State of Illinois and agree that any such litigation shall be conducted only in the courts of Boone County, Illinois, or the federal courts for the United States for the Northern District of Illinois, and no other courts, where this Agreement is made and/or to be performed.

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

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

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

VILLAGE OF POPLAR GROVE

_____

By: Donald Sattler
Village President

ATTEST:

_____
Karri Anderberg
Village Clerk

RUSH POWER SYSTEMS LLC.

_____

By:_____

Its:_____

RESOLUTION NUMBER: 21-23

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS TO APPROVE AND AUTHORIZE THE VILLAGE PRESIDENT TO EXECUTE AN ADDENDUM TO CONTRACT QUOTE WITH RUSH POWER SYSTEMS, LLC FOR PREVENTATIVE MAINTENANCE WORK AND SERVICES

WHEREAS, the Village of Poplar Grove, Illinois ("Village") has determined it is necessary to retain a contractor to perform preventative maintenance work and services for the Village; and

WHEREAS, the Village desires to retain Rush Power Systems, LLC to perform said preventative maintenance work and services for the Village; and

WHEREAS, the Village previously utilized Rush Power Systems, LLC to perform said preventative maintenance work and services for the Village; and

WHEREAS, pursuant to Section 1-10-3 of the Village of Poplar Grove Code of Ordinances ("Village Code"), in accordance with Subsection C, Category B, Non-Emergency purchases, "Purchases between $2,501.00 and the state limit require three written quotes and the approval of the Village 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;" and

WHEREAS, the Village did not obtain three written quotes for the provision of preventative maintenance work and services; and

WHEREAS, the Village Treasurer and Village President, pursuant to Village Code Section 1-10-3, have approved a waiver of the requirement to obtain three written quotes; and

WHEREAS, pursuant to 65 ILCS 5/8-1-7(b), the Village is authorized to entire into multiyear contracts for the "provision of services which directly related to the prevention, identification, or eradication of disease"; and

WHEREAS, Rush Power Systems, LLC submitted a contract quote for the performance of preventative maintenance work and services for the Village for a period of Three (3) years in the amount of Twenty-Four Thousand Eight Hundred and Thirty Dollars ($24,830.00) attached hereto as Exhibit A and incorporated herein ("Contract Quote"); and

WHEREAS, the Village desires to enter into an Agreement with Rush Power Systems, LLC for the performance of preventative maintenance work and services for the Village; and

WHEREAS, the Village and Rush Power Systems, LLC have reached an accord as to the terms and conditions upon which Rush Power Systems, LLC will provide said maintenance work

and services for the Village and have memorialized the same in the agreement attached hereto as Exhibit B and incorporated herein ("Agreement"); and

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

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

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

2. The Village hereby accepts and approves the Agreement with Rush Power Systems, LLC for the performance of preventative maintenance work and services for the Village in the amount of Twenty-Four Thousand Eight Hundred and Thirty Dollars ($24,830.00) attached hereto as Exhibit B, or one in substantially similar form.

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

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED _____, 2021

_____
VILLAGE PRESIDENT

ATTEST:

_____

VILLAGE CLERK

EXHIBIT A: CONTRACT QUOTE

EXHIBIT B: AGREEMENT

Kirkland, IL
815-540-9895
rushpower.com

Preventative Maintenance Agreement

Customer	Village of Poplar Grove
Contact	Mitch Hilden
Address:	200 Hill Street
City, St, Zip:	Poplar Grove, IL. 61065
Phone, Fax:	
Email:	mhilden@villageofpoplargrove.com

Pricing, Payment Information, and Termination

Quote is good for 90 days, payment terms are net 30. This contract may be terminated at any time by the customer 30 days after a written notice has been received by Rush Power Systems LLC.

4/20/21

This is a 3 year PM 2 service contract with the Village of Poplar Grove. The village will be conducting the PM 1 services and Rush Power Systems will be completing PM 2 services. These PM 2 services should start in 2021 and be completed once a year for 3 years. During the 3 year contract there will be a 2 hour load bank test completed on all units. The Village of Poplar Grove will indicate to Rush Power Systems when they would like the load bank tests completed.

PM 2 Service, Per year		Three year total
Oaklawn, Kohler 30 KW	$375.00	$1,125.00
Ray Street, Kohler 30 KW	$375.00	$1,125.00
Prairie Green, Kohler 45KW	$375.00	$1,125.00
Country Side, Kohler 50 KW	$375.00	$1,125.00
Waco Way, Kohler 80 KW	$385.00	$1,155.00
NWWTP, Cummins 400KW	$925.00	$2,775.00
SWWTP, Cummins 1000KW	$1,875.00	$5,625.00
NWWTP, Portable Cat 160 KW	$625.00	$1,875.00
NWWTP, Katolight 40KW	$450.00	$1,350.00

Kirkland, IL
815-540-9895
rushpower.com

Three Year PM 2 Total $_17,280.00_____

2 Hour Load Bank Test

Oaklawn, $650.00

Ray Street, $650.00

Prairie Green, $650.00

Country Side, $650.00

Waco Way, $700.00

NWWTP, Cummins 400KW $1,000.00

SWWTP, Cummins 1000KW $1,800.00

NWWTP, Portable Cat, $800.00

NWWTP, Katolight, $650.00

Load Bank Test Total $7,550.00_____

Total contract amount $_24,830.00_____

This Contract for Preventative Maintenance offered by Rush Power Systems, LLC

Kirkland, IL
815-540-9895
rushpower.com

This Contract for Preventative Maintenance provided by Rush Power Systems, LLC
Accepted by:

Signed_____ Date_____

RUSHPOWERSYSTEMS LLC

Kirkland, IL
815-540-9895
rushpower.com

PM SERVICE REPORT EXAMPLE;

Customer _____

Unit # _____Serial _____

KW _____Model _____

Service Meter _____Volts _____

Date _____PM1_____ PM2_____

Inspection Checklist	OK	Bad	Type of Inspection
COOLING SYSTEM			
Radiator/Heat Exchanger			visual
Coolant Level			Visual
Fan and Belts			visual
Engine Heater			Check for operation
Water Pump			visual
Thermostats			Test during running
Freeze Protection			test
Nitrite Level			test
PH Level			test
FUEL SYSTEM			
Fuel Tank			visual
Water Separator			Visual pm1/drain pm2
Fuel Lines			visual
Governor			test
Fuel Filters			Replace at pm2
Fuel Pressure			Verify at gauge if applicable
INLET & EXHAUST SYSTEM			
Air Filter			visual
Service Indicator			test
Inlet System			inspect
Turbocharger			visual
Exhaust System			inspect

RUSHPOWERSYSTEMS LLC

Kirkland, IL
815-540-9895
rushpower.com

Inspection Checklist	OK	Bad	Type of Inspection
LUBRICATION SYSTEM			
Oil Filters			Change at pm2
Oil Pressure			Verify reading on gauge
Breather			inspect
Oil Sample Taken			Optional
Oil Level			visual
STARTING SYSTEM			
Batteries			Load test
Battery Load Test			test
Charger			Verify proper charge level
Starting Motor			test
Alternator			test
CONTROL PANEL			
Start Controls			test
Safety Devices			Test/verify
Remote Annunciator			test
Volt Meter			verify
Amp Meter			Verify if load is transferred
Frequency Meter			visual
Circuit Breaker			test
Transfer Switch			
Visual Inspection			Visual Inspection
Timer Adjustments			Note any adjustments that seem abnormal
Load Transfer			Test-note operation
Voltage Drop Normal contacts			measure
Voltage Drop EM Contacts			measure
GENERATOR			
Bearing(s)			Note excessive vibration
Slip Rings			visual
Brushes			visual
Windings			visual
GAS ENGINE			
Gas Lines			visual
Carburetor			visual
Linkage			check
Ignition System			Check with infrared

RUSHPOWERSYSTEMS LLC

Kirkland, IL
815-540-9895
rushpower.com

Inspection Checklist	OK	Bad	Type of Inspection
Spark Plugs			Pull and check if there is misfire present

AGREEMENT FOR PERIODIC PUBLIC WORKS PROJECTS WITH VILLAGE OF POPLAR GROVE

THIS AGREEMENT ("Agreement") is dated this ___ day of May, 2021, is by and between the Village of Poplar Grove, an Illinois municipal corporation ("Village"), and Stenstrom ("Contractor") and sets forth conditions and requirements for time and material periodic Public Works projects done by the Contractor on behalf of the Village.

RECITALS

WHEREAS, Contractor provides Village with services on an as needed basis generally involving general repairs to Village property ("Services"); and

WHEREAS, the Village and the Contractor wish establish the conditions and requirements for the work periodically provided to Village by the Contractor without the necessity of executing a separate agreement for each job performed by the Contractor for the Village .

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

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

2. Projects under this Agreement will have the following conditions:

   A. Contractor agrees to provide services as it customarily provides to the Village for projects requested by the Village Public Works Director in writing.

   B. Billing for time and materials for projects done under this Agreement shall be at rates agreed upon and approved by the Village Public Works Director in writing.

   C. Contractor warrants that it has paid for in full and owns, free and clear of any liens/encumbrances or potential liens/encumbrances, all materials and supplies that are to be installed as a part of the work to be performed under this Agreement.

   D. Contractor agrees to comply with any and all applicable federal, state and local laws, ordinances and regulations, including, but not limited to, prevailing wage laws (820 ILCS 130).

   E. At all times during the performance of projects under this Agreement, Contractor shall maintain commercial general liability insurance with limits of not less than $1 million each occurrence, $2 million general aggregate; and automobile liability insurance with limits of not less than $1 million per occurrence combined single limit or $1 million bodily injury per occurrence and $500,000 property damage; workers' compensation equal to statutory limits required by state law. All insurance policies shall name the Village of Poplar Grove as an additional insured. Prior to commencement of any work

under the Contract, Contractor shall provide the Village with a Certificate of Insurance evidencing compliance with this Paragraph. Each Certificate of Insurance shall provide that the insurer must give the Village at least thirty (30) days prior written notice of cancellation or termination of the Village's coverage thereunder. Contractor that the above conditions shall be met and shall remain in place during the term of this Agreement and that no project shall be commenced without all such conditions having been met.

F. To the fullest extent permitted by law, Contractor shall pay, indemnify, defend and hold harmless the Village, its officers, representatives, elected and appointed officials, agents, and employees ("Indemnified Parties") from and against any and all claims, loss, expense, liability, damage or cost (including, without limitation, judgments, attorneys' fees and costs, court costs and the cost of appellate proceedings) which any of the Indemnified Parties incur because of injury to, or death of any person, or on account of damage to property, including the loss of use thereof, or any other claim arising out of, in connection with or as a consequence of the performance of, or the failure to perform, the remodeling work contemplated under this Agreement by Contractor, its agents, employees, subcontractors or anyone for whose acts Contractor may be liable with respect to the remodeling work contemplated herein. Further, Contractor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts. Under no circumstances shall Bufalo, its subcontractors, agents, and employees be required to indemnify the Indemnified Parties for the negligent acts of the Indemnified Parties.

G. Contractor acknowledges that during the course of its performance of the work under this Agreement, it may acquire or be exposed to information regarding the Village, including, but not limited to, information regarding the Village's employees, agents or officers, its business activities and operations, financial information, or other information of a confidential nature (hereinafter "Confidential Information"). Contractor, on behalf of itself and its, principals, owners, members, shareholders, employees, subcontractors and/or agents, agrees to hold such Confidential Information in strict confidence and shall not reveal the same. Contractor agrees that any breach or violation of this confidentiality provision would cause the Village irreparable injury for which it would have no adequate remedy at law, and agrees that the Village may be entitled to obtain immediate injunctive relief prohibiting such breach or violation, in addition to any other rights and remedies available to it.

H. Contractor agrees to post a performance bond in the amount of 120% of the contract price or in such other amount as the Village shall require. As a condition of this Agreement, said bond must remain in place for the term of this contract. Contractor agrees that it will take no steps to perform and services under this Agreement is a performance bond is not in place.

I. In the event of a breach of the Agreement by either Party, the non-breaching party shall have any and all remedies available to it at law or in equity, including, but not limited to, the right to terminate the Agreement. Such remedies shall be cumulative and not exclusive. The prevailing party in any action to enforce the provisions of this Contract shall be entitled to recover it costs, including reasonable attorneys' fees.

3. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. This Agreement is not a guarantee of work by the Village for the Contractor.

5. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

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

7. This Agreement shall be for one year from the above-written date unless earlier terminated. This Agreement may be terminated by either party on sixty days' written notice to the other party. Contractor shall not terminate the Agreement if a project begun under this Agreement has not been completed. Village shall pay any balances due to Contractor for work completed should Village terminate the Agreement.

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

_____ _____

STENSTROM

By: Don Sattler
Village President

By:_____

ATTEST:

Its:_____

_____
Karri Anderberg
Village Clerk

AGREEMENT FOR PERIODIC PUBLIC WORKS PROJECTS WITH VILLAGE OF POPLAR GROVE

THIS AGREEMENT ("Agreement") is dated this ___ day of May, 2021, is by and between the Village of Poplar Grove, an Illinois municipal corporation ("Village"), and B&K Concrete ("Contractor") and sets forth conditions and requirements for time and material periodic Public Works projects done by the Contractor on behalf of the Village.

RECITALS

WHEREAS, Contractor provides Village with services on an as needed basis generally involving general repairs to Village property ("Services"); and

WHEREAS, the Village and the Contractor wish establish the conditions and requirements for the work periodically provided to Village by the Contractor without the necessity of executing a separate agreement for each job performed by the Contractor for the Village .

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

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

2. Projects under this Agreement will have the following conditions:

   A. Contractor agrees to provide services as it customarily provides to the Village for projects requested by the Village Public Works Director in writing.

   B. Billing for time and materials for projects done under this Agreement shall be at rates agreed upon and approved by the Village Public Works Director in writing.

   C. Contractor warrants that it has paid for in full and owns, free and clear of any liens/encumbrances or potential liens/encumbrances, all materials and supplies that are to be installed as a part of the work to be performed under this Agreement.

   D. Contractor agrees to comply with any and all applicable federal, state and local laws, ordinances and regulations, including, but not limited to, prevailing wage laws (820 ILCS 130).

   E. At all times during the performance of projects under this Agreement, Contractor shall maintain commercial general liability insurance with limits of not less than $1 million each occurrence, $2 million general aggregate; and automobile liability insurance with limits of not less than $1 million per occurrence combined single limit or $1 million bodily injury per occurrence and $500,000 property damage; workers' compensation equal to statutory limits required by state law. All insurance policies shall name the Village of Poplar Grove as an additional insured. Prior to commencement of any work

under the Contract, Contractor shall provide the Village with a Certificate of Insurance evidencing compliance with this Paragraph. Each Certificate of Insurance shall provide that the insurer must give the Village at least thirty (30) days prior written notice of cancellation or termination of the Village's coverage thereunder. Contractor that the above conditions shall be met and shall remain in place during the term of this Agreement and that no project shall be commenced without all such conditions having been met.

F. To the fullest extent permitted by law, Contractor shall pay, indemnify, defend and hold harmless the Village, its officers, representatives, elected and appointed officials, agents, and employees ("Indemnified Parties") from and against any and all claims, loss, expense, liability, damage or cost (including, without limitation, judgments, attorneys' fees and costs, court costs and the cost of appellate proceedings) which any of the Indemnified Parties incur because of injury to, or death of any person, or on account of damage to property, including the loss of use thereof, or any other claim arising out of, in connection with or as a consequence of the performance of, or the failure to perform, the remodeling work contemplated under this Agreement by Contractor, its agents, employees, subcontractors or anyone for whose acts Contractor may be liable with respect to the remodeling work contemplated herein. Further, Contractor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts. Under no circumstances shall Bufalo, its subcontractors, agents, and employees be required to indemnify the Indemnified Parties for the negligent acts of the Indemnified Parties.

G. Contractor acknowledges that during the course of its performance of the work under this Agreement, it may acquire or be exposed to information regarding the Village, including, but not limited to, information regarding the Village's employees, agents or officers, its business activities and operations, financial information, or other information of a confidential nature (hereinafter "Confidential Information"). Contractor, on behalf of itself and its, principals, owners, members, shareholders, employees, subcontractors and/or agents, agrees to hold such Confidential Information in strict confidence and shall not reveal the same. Contractor agrees that any breach or violation of this confidentiality provision would cause the Village irreparable injury for which it would have no adequate remedy at law, and agrees that the Village may be entitled to obtain immediate injunctive relief prohibiting such breach or violation, in addition to any other rights and remedies available to it.

H. Contractor agrees to post a performance bond in the amount of 120% of the contract price or in such other amount as the Village shall require. As a condition of this Agreement, said bond must remain in place for the term of this contract. Contractor agrees that it will take no steps to perform and services under this Agreement is a performance bond is not in place.

I. In the event of a breach of the Agreement by either Party, the non-breaching party shall have any and all remedies available to it at law or in equity, including, but not limited to, the right to terminate the Agreement. Such remedies shall be cumulative and not exclusive. The prevailing party in any action to enforce the provisions of this Contract shall be entitled to recover it costs, including reasonable attorneys' fees.

3. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. This Agreement is not a guarantee of work by the Village for the Contractor.

5. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

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

7. This Agreement shall be for one year from the above-written date unless earlier terminated. This Agreement may be terminated by either party on sixty days' written notice to the other party. Contractor shall not terminate the Agreement if a project begun under this Agreement has not been completed. Village shall pay any balances due to Contractor for work completed should Village terminate the Agreement.

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

_____ _____

B&K CONCRETE

By: Don Sattler
Village President

By:_____

ATTEST:

Its:_____

_____
Karri Anderberg
Village Clerk

AGREEMENT FOR PERIODIC PUBLIC WORKS PROJECTS WITH VILLAGE OF POPLAR GROVE

THIS AGREEMENT ("Agreement") is dated this ___ day of May, 2021, is by and between the Village of Poplar Grove, an Illinois municipal corporation ("Village"), and Pearson Plumbing & Heating Co. ("Contractor") and sets forth conditions and requirements for time and material periodic Public Works projects done by the Contractor on behalf of the Village.

RECITALS

WHEREAS, Contractor provides Village with services on an as needed basis generally involving general repairs to Village property ("Services"); and

WHEREAS, the Village and the Contractor wish establish the conditions and requirements for the work periodically provided to Village by the Contractor without the necessity of executing a separate agreement for each job performed by the Contractor for the Village .

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

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

2. Projects under this Agreement will have the following conditions:

   A. Contractor agrees to provide services as it customarily provides to the Village for projects requested by the Village Public Works Director in writing.

   B. Billing for time and materials for projects done under this Agreement shall be at rates agreed upon and approved by the Village Public Works Director in writing.

   C. Contractor warrants that it has paid for in full and owns, free and clear of any liens/encumbrances or potential liens/encumbrances, all materials and supplies that are to be installed as a part of the work to be performed under this Agreement.

   D. Contractor agrees to comply with any and all applicable federal, state and local laws, ordinances and regulations, including, but not limited to, prevailing wage laws (820 ILCS 130).

   E. At all times during the performance of projects under this Agreement, Contractor shall maintain commercial general liability insurance with limits of not less than $1 million each occurrence, $2 million general aggregate; and automobile liability insurance with limits of not less than $1 million per occurrence combined single limit or $1 million bodily injury per occurrence and $500,000 property damage; workers' compensation equal to statutory limits required by state law. All insurance policies shall name the Village of Poplar Grove as an additional insured. Prior to commencement of any work

under the Contract, Contractor shall provide the Village with a Certificate of Insurance evidencing compliance with this Paragraph. Each Certificate of Insurance shall provide that the insurer must give the Village at least thirty (30) days prior written notice of cancellation or termination of the Village's coverage thereunder. Contractor that the above conditions shall be met and shall remain in place during the term of this Agreement and that no project shall be commenced without all such conditions having been met.

F. To the fullest extent permitted by law, Contractor shall pay, indemnify, defend and hold harmless the Village, its officers, representatives, elected and appointed officials, agents, and employees ("Indemnified Parties") from and against any and all claims, loss, expense, liability, damage or cost (including, without limitation, judgments, attorneys' fees and costs, court costs and the cost of appellate proceedings) which any of the Indemnified Parties incur because of injury to, or death of any person, or on account of damage to property, including the loss of use thereof, or any other claim arising out of, in connection with or as a consequence of the performance of, or the failure to perform, the remodeling work contemplated under this Agreement by Contractor, its agents, employees, subcontractors or anyone for whose acts Contractor may be liable with respect to the remodeling work contemplated herein. Further, Contractor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts. Under no circumstances shall Bufalo, its subcontractors, agents, and employees be required to indemnify the Indemnified Parties for the negligent acts of the Indemnified Parties.

G. Contractor acknowledges that during the course of its performance of the work under this Agreement, it may acquire or be exposed to information regarding the Village, including, but not limited to, information regarding the Village's employees, agents or officers, its business activities and operations, financial information, or other information of a confidential nature (hereinafter "Confidential Information"). Contractor, on behalf of itself and its, principals, owners, members, shareholders, employees, subcontractors and/or agents, agrees to hold such Confidential Information in strict confidence and shall not reveal the same. Contractor agrees that any breach or violation of this confidentiality provision would cause the Village irreparable injury for which it would have no adequate remedy at law, and agrees that the Village may be entitled to obtain immediate injunctive relief prohibiting such breach or violation, in addition to any other rights and remedies available to it.

H. Contractor agrees to post a performance bond in the amount of 120% of the contract price or in such other amount as the Village shall require. As a condition of this Agreement, said bond must remain in place for the term of this contract. Contractor agrees that it will take no steps to perform and services under this Agreement is a performance bond is not in place.

I. In the event of a breach of the Agreement by either Party, the non-breaching party shall have any and all remedies available to it at law or in equity, including, but not limited to, the right to terminate the Agreement. Such remedies shall be cumulative and not exclusive. The prevailing party in any action to enforce the provisions of this Contract shall be entitled to recover it costs, including reasonable attorneys' fees.

3. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. This Agreement is not a guarantee of work by the Village for the Contractor.

5. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

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

7. This Agreement shall be for one year from the above-written date unless earlier terminated. This Agreement may be terminated by either party on sixty days' written notice to the other party. Contractor shall not terminate the Agreement if a project begun under this Agreement has not been completed. Village shall pay any balances due to Contractor for work completed should Village terminate the Agreement.

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

_____ _____

PEARSON PLUMBING & HEATING CO.

By: Don Sattler
Village President

By:_____

ATTEST:

Its:_____

_____
Karri Anderberg
Village Clerk

RESOLUTION NUMBER: 21-24

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS AGREEMENTS FOR PERIODIC PUBLIC WORKS PROJECTS

WHEREAS, the Village of Poplar Grove, Illinois ("Village") has periodic, unscheduled Public Works projects that are handled by outside contractors; and

WHEREAS, the Village desires to have standing contracts in place for Public Works contractors for the routine periodic projects performed by B&K Concrete, Pearson Plumbing & Heating Co., N-Trak Group, LLC, and Stenstrom; and

WHEREAS, the Village desires to give the Public Works Director the ability to contact the contractors for periodic Public Works projects on an as needed basis; and

WHEREAS, the Village desires to put in place contracts for periodic Public Works projects with B&K Concrete, Pearson Plumbing & Heating Co., N-Trak Group, LLC, and Stenstrom, copies of which are attached hereto as Exhibit A, and incorporated herein; and

WHEREAS, the Village now desires to approve the Agreements for Periodic Public Works Projects.

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

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

2. The Village hereby approves the Agreements for Periodic Public Works Projects, attached hereto as Exhibit A , or those in substantially similar form.

3. The Village President and Village Clerk are authorized to sign and attest any and necessary documents to effectuate the foregoing.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2021

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

EXHIBIT A-
AGREEMENTS FOR PERIODIC PUBLIC WORKS PROJECTS

AGREEMENT FOR PERIODIC PUBLIC WORKS PROJECTS WITH VILLAGE OF POPLAR GROVE

THIS AGREEMENT ("Agreement") is dated this ___ day of May, 2021, is by and between the Village of Poplar Grove, an Illinois municipal corporation ("Village"), and N-Trak Group, LLC ("Contractor") and sets forth conditions and requirements for time and material periodic Public Works projects done by the Contractor on behalf of the Village.

RECITALS

WHEREAS, Contractor provides Village with services on an as needed basis generally involving general repairs to Village property ("Services"); and

WHEREAS, the Village and the Contractor wish establish the conditions and requirements for the work periodically provided to Village by the Contractor without the necessity of executing a separate agreement for each job performed by the Contractor for the Village .

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

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

2. Projects under this Agreement will have the following conditions:

   A. Contractor agrees to provide services as it customarily provides to the Village for projects requested by the Village Public Works Director in writing.

   B. Billing for time and materials for projects done under this Agreement shall be at rates agreed upon and approved by the Village Public Works Director in writing.

   C. Contractor warrants that it has paid for in full and owns, free and clear of any liens/encumbrances or potential liens/encumbrances, all materials and supplies that are to be installed as a part of the work to be performed under this Agreement.

   D. Contractor agrees to comply with any and all applicable federal, state and local laws, ordinances and regulations, including, but not limited to, prevailing wage laws (820 ILCS 130).

   E. At all times during the performance of projects under this Agreement, Contractor shall maintain commercial general liability insurance with limits of not less than $1 million each occurrence, $2 million general aggregate; and automobile liability insurance with limits of not less than $1 million per occurrence combined single limit or $1 million bodily injury per occurrence and $500,000 property damage; workers' compensation equal to statutory limits required by state law. All insurance policies shall name the Village of Poplar Grove as an additional insured. Prior to commencement of any work

under the Contract, Contractor shall provide the Village with a Certificate of Insurance evidencing compliance with this Paragraph. Each Certificate of Insurance shall provide that the insurer must give the Village at least thirty (30) days prior written notice of cancellation or termination of the Village's coverage thereunder. Contractor that the above conditions shall be met and shall remain in place during the term of this Agreement and that no project shall be commenced without all such conditions having been met.

F. To the fullest extent permitted by law, Contractor shall pay, indemnify, defend and hold harmless the Village, its officers, representatives, elected and appointed officials, agents, and employees ("Indemnified Parties") from and against any and all claims, loss, expense, liability, damage or cost (including, without limitation, judgments, attorneys' fees and costs, court costs and the cost of appellate proceedings) which any of the Indemnified Parties incur because of injury to, or death of any person, or on account of damage to property, including the loss of use thereof, or any other claim arising out of, in connection with or as a consequence of the performance of, or the failure to perform, the remodeling work contemplated under this Agreement by Contractor, its agents, employees, subcontractors or anyone for whose acts Contractor may be liable with respect to the remodeling work contemplated herein. Further, Contractor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts. Under no circumstances shall Bufalo, its subcontractors, agents, and employees be required to indemnify the Indemnified Parties for the negligent acts of the Indemnified Parties.

G. Contractor acknowledges that during the course of its performance of the work under this Agreement, it may acquire or be exposed to information regarding the Village, including, but not limited to, information regarding the Village's employees, agents or officers, its business activities and operations, financial information, or other information of a confidential nature (hereinafter "Confidential Information"). Contractor, on behalf of itself and its, principals, owners, members, shareholders, employees, subcontractors and/or agents, agrees to hold such Confidential Information in strict confidence and shall not reveal the same. Contractor agrees that any breach or violation of this confidentiality provision would cause the Village irreparable injury for which it would have no adequate remedy at law, and agrees that the Village may be entitled to obtain immediate injunctive relief prohibiting such breach or violation, in addition to any other rights and remedies available to it.

H. Contractor agrees to post a performance bond in the amount of 120% of the contract price or in such other amount as the Village shall require. As a condition of this Agreement, said bond must remain in place for the term of this contract. Contractor agrees that it will take no steps to perform and services under this Agreement is a performance bond is not in place.

I. In the event of a breach of the Agreement by either Party, the non-breaching party shall have any and all remedies available to it at law or in equity, including, but not limited to, the right to terminate the Agreement. Such remedies shall be cumulative and not exclusive. The prevailing party in any action to enforce the provisions of this Contract shall be entitled to recover it costs, including reasonable attorneys' fees.

3. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. This Agreement is not a guarantee of work by the Village for the Contractor.

5. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

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

7. This Agreement shall be for one year from the above-written date unless earlier terminated. This Agreement may be terminated by either party on sixty days' written notice to the other party. Contractor shall not terminate the Agreement if a project begun under this Agreement has not been completed. Village shall pay any balances due to Contractor for work completed should Village terminate the Agreement.

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

_____ _____

N-TRAK GROUP, LLC

By: Don Sattler
Village President

By:_____

ATTEST:

Its:_____

_____
Karri Anderberg
Village Clerk

RESOLUTION NUMBER: 21-25

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS APPROVING ENGAGEMENT AGREEMENT WITH MCMAHON ASSOCIATES , INC. AS VILLAGE ENGINEER

WHEREAS, the Village of Poplar Grove, Illinois ("Village") requires engineering services; and

WHEREAS, the Village desires to contract with an engineering firm to provide engineering services and to serve as Village Engineer; and

WHEREAS, the Village desires to engage the firm of McMahon Associates, Inc. to serve as Village Engineer under the terms of the Engagement Agreement and associated material, copies of which are attached hereto as Exhibit A, and incorporated herein.

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

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

2. The Village hereby approves the engagement of the engineering firm of McMahon Associates, Inc. to serve as Village Engineer according to the terms of the Engagement Agreement and associated material attached hereto as Exhibit A , or one in substantially similar form.

3. The Village President and Village Clerk are authorized to sign and attest any and necessary documents to effectuate the foregoing.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

APPROVED_____, 2021

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

EXHIBIT A-ENGAGEMENT AGREEMENT

McMAHON
ENGINEERS ARCHITECTS

May 4, 2021

Mr. Don Sattler
Village President
Village of Polar Grove
200 North Hill Street
Poplar Grove, IL 61065

Re: Engagement Letter - General Engineering Services
McM. No. M0032-9-21-00002.00

Dear President Sattler:

On behalf of the McMahon Associates, Inc., we would like to congratulate you on your recent electoral victory, and we sincerely hope that you find your role in the Office of Village President to be a fulfilling and rewarding experience. We would like to further thank the Village for the opportunity to provide Engineering Services over the past eleven (11) years. We deeply value our relationship with the Village of Poplar Grove and look forward to the opportunity to assist the Village this year, and beyond.

The purpose of this letter is to provide a brief listing of the various services provided to the Village by McMahon Associates, Inc. on an "as needed" basis. Services may include municipal budgeting, topographic surveys, wetland delineations, potable water and sanitary sewer system services, environmental site assessments, GIS services, site plan reviews, feasibility studies, building or public infrastructure design and construction related services, or other tasks that are requested by the Village of Poplar Grove. When serving the Village, Professional Services will be provided in accordance with the attached General Terms & Conditions (dated March 19, 2020). Services will be invoiced on a Time and Expense Basis in accordance with the Fee Schedule in effect at the time that the services are performed. A copy of McMahon Associates, Inc.'s General Terms & Conditions and 2021 Fee Schedule are attached for reference. Please keep this information on file for your records.

Please do not hesitate to contact me at (815) 636-9590 with any questions, or if I may provide additional assistance.

Yours very truly,

McMahon Associates, Inc.

Christopher D. Dopkins, P.E.
Associate/Municipal & Civil Project Manager

Enclosures: General Terms & Conditions
2021 Fee Schedule

McMAHON ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.
GENERAL TERMS & CONDITIONS

1. McMAHON ASSOCIATES, INC. (hereinafter referred to as 'McMAHON') will bill the Owner monthly with net payment due in 30-days. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, McMAHON may, after giving 48-hours notice, suspend service under any Agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. These expenses include service charges on past due invoices, collection agency fees and attorney fees incurred by McMAHON to collect all monies due McMAHON. McMAHON and Owner hereby acknowledge that McMAHON has and may exercise lien rights on subject property.

2. The stated fees and Scope of Services constitute our best estimate of the fees and tasks required to perform the services as defined. This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. McMAHON will promptly inform the Owner in writing of such situations so changes in this Agreement can be negotiated, as required.

3. The stipulated fee is firm for acceptance by the Owner for 60-days from date of Agreement publication.

4. Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Owner's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.

5. Reimbursable expenses incurred by McMAHON in the interest of the project including, but not limited to, equipment rental will be billed to the Owner at cost plus 10% and sub-consultants at cost plus 12%. When McMAHON, subsequent to execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Owner has been notified and agrees to these costs.

6. McMAHON will maintain insurance coverage in the following amounts:

Worker's Compensation	Statutory
General Liability	
Bodily Injury - Per Incident / Annual Aggregate	$1,000,000 / $2,000,000
Automobile Liability	
Bodily Injury	$1,000,000
Property Damage	$1,000,000
Professional Liability Coverage	$2,000,000

If the Owner requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Owner. McMAHON's liability to Owner for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract is limited to ten (10) times McMAHON's fee not to exceed to $500,000.

7. The Owner agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Owner's purpose. All unresolved claims, disputes and other matters in question between the Owner and McMAHON shall be submitted to mediation, if an agreement cannot be reached by Owner and McMAHON.

8. Termination of this Agreement by the Owner or McMAHON shall be effective upon 7-days written notice to the other party. The written notice shall include the reasons and details for termination; payment is due as stated in paragraph 1. If the Owner defaults in any of the Agreements entered into between McMAHON and the Owner, or if the Owner fails to carry out any of the duties contained in these terms and conditions, McMAHON may, upon 7-days written notice, suspend its services without further obligation or liability to the Owner unless, within such 7-day period, the Owner remedies such violation to the reasonable satisfaction of McMAHON.

9. Re-use of any documents or AutoCAD representations pertaining to this project by the Owner for extensions of this project or on any other project shall be at the Owner's risk and the Owner agrees to defend, indemnify and hold harmless McMAHON from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the documents or AutoCAD representations by the Owner or by others acting through the Owner.

10. Purchase Orders - In the event the Owner issues a purchase order or other instrument related to the Engineer's services, it is understood and agreed that such document is for Owner's internal accounting purposes only and shall in no way modify, add to or delete any of the terms and conditions of this Agreement. If the Owner does issue a purchase order, or other similar instrument, it is understood and agreed that the Engineer shall indicate the purchase order number on the invoice(s) sent to the Owner.

11. McMAHON will provide all services in accordance with generally accepted professional practices. McMAHON will not provide or offer to provide services inconsistent with or contrary to such practices nor make any other warranty or guarantee, expressed or implied, nor to have any Agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, McMAHON will not accept those terms and conditions offered by the Owner in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

12. McMAHON intends to serve as the Owner's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, approvals and other decisions made by McMAHON for the Owner are rendered on the basis of experience and qualifications and represent our professional judgment. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against either the Architect or McMAHON.

13. This Agreement shall not be construed as giving McMAHON the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by Contractors or Subcontractors, or the safety precautions and programs incident to the work of the Contractors or Subcontractors.

14. The Owner shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use by the Owner. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of Owner. McMAHON shall have no responsibility for such issues or resulting damages.

McMAHON
ENGINEERS ARCHITECTS

FEE SCHEDULE | 2021

McMAHON ASSOCIATES, INC.

Effective: 01/01/2021

LABOR CLASSIFICATION	HOURLY RATE
Principal	$177.00 - $228.00
Senior Project Manager	$177.00
Project Manager	$124.00 - $164.00
Senior Engineer	$156.00 - $164.00
Engineer	$84.00 - $148.00
Senior Engineering Technician	$113.00 - $125.00
Engineering Technician	$79.00 - $103.00
Senior Architect	$150.00 - $168.00
Architect	$117.00 - $140.00
Senior Land Surveyor	$113.00 - $147.00
Professional Administrator Services	$116.00
Public Management Specialist	$113.00 - $123.00
Public Safety Specialist	$113.00 - $123.00
Building Inspector Specialist	$113.00
Land Surveyor	$104.00
K-12 Administrative Specialist	$106.00
Land Surveyor Technician	$72.00 - $93.00
Surveyor Apprentice	$59.00
Senior Account Executive	$59.00
Erosion Control Technician	$79.00
Senior Hydrogeologist	$177.00
Senior Ecologist	$169.00
Environmental Scientist	$84.00 - $96.00
Senior G.I.S. Analyst	$142.00
G.I.S. Analyst	$86.00 - $96.00
Wetland Delineator	$96.00
Senior Designer	$122.00
Designer	$78.00 - $104.00
Senior On-Site Project Representative	$105.00
On-Site Project Representative	$70.00 - $88.00
Plan Review	$124.00
Certified Grant Specialist	$126.00
Graphic Designer	$93.00
Senior Administrative Assistant	$90.00
Administrative Assistant	$71.00
Intern	$38.00 - $58.00
Professional Witness Services	$323.00
Administrator Services	$80.00

This Fee Schedule is subject to revisions due to labor rate adjustments and interim staff or corporate changes.

NEENAH, WISCONSIN
CORPORATE HEADQUARTERS

Street Address:
1445 McMAHON DRIVE
NEENAH, WI 54956

Mailing Address:
P.O. BOX 1025
NEENAH, WI 54957-1025

Ph 920.751.4200 | Fax 920.751.4284

Email: MCM@MCMGRP.COM
Web: WWW.MCMGRP.COM

1700 HUTCHINS ROAD
MACHESNEY PARK, IL 61115

Ph 815.636.9590 | Fax 815.636.9591

Email: MCMAHON@MCMGRP.NET
Web: WWW.MCMGRP.COM

952 SOUTH STATE ROAD 2
VALPARAISO, IN 46385

Ph 219.462.7743 | Fax 219.464.8248

Email: MCM@MCMGRP-IN.COM
Web: WWW.MCMGRP.COM

RESOLUTION NUMBER: 21-26

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS TO APPROVE AN ENGAGEMENT LETTER WITH SOSNOWSKI SZETO, LLP

WHEREAS, the Village of Poplar Grove, Illinois ("Village") has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, rules and regulations; and

WHEREAS, on May 1, 2017, Sosnowski Szeto, LLP was previously appointed to serve as Village Attorney for the Village of Poplar Grove; and

WHEREAS, Sosnowski Szeto, LLP is willing to continue to serve as Village Attorney; and

WHEREAS, Sosnowski Szeto, LLP's engagement letter (the "Engagement Letter") outlining the services and rates for such services is attached hereto and incorporated herein as Exhibit A; and

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

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

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

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

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

APPROVED_____, 2021

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

EXHIBIT A – ENGAGEMENT LETTER

RESOLUTION NUMBER: 21-27

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS APPROVING REPAIRS TO THE NORTH WASTEWATER TREATMENT PLANT NOT TO EXCEED $25,000

WHEREAS, the Village of Poplar Grove, Illinois ("Village") has determined the need to perform repairs at the North Wastewater Treatment Plant; and

WHEREAS, the Village has gone out for competitive bid on the needed repairs; and

WHEREAS, after reviewing the bids received for the repairs to the North Wastewater Treatment Plant, the Village has awarded the bid for repairs to Sabel Mechanical, LLC; and

WHEREAS, the Village desires to engage Sabel Mechanical, LLC to perform repairs at the North Wastewater Treatment Plant as specified in the bid not to exceed $25,000, attached hereto as Exhibit A and incorporated herein.

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

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

2. The Village hereby approves the engagement of Sabel Mechanical, LLC to perform repairs at the North Wastewater Treatment Plan as specified in the bid not to exceed $25,000, attached hereto as Exhibit A.

3. The Village President and Village Clerk are authorized to sign and attest any and necessary documents to effectuate the foregoing.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2021

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

EXHIBIT A-SABEL MECHANICAL BID

QUOTE

DATE: 4.13.21

QUOTE #: Poplar Grove

SABEL MECHANICAL LLC
DOUG SABEL
W3150 County Road H, Fond du Lac, WI 54937
920-904-5579
doug@sabelmechanical.com

SEND TO
Poplar Grove

Date	Job	Payment Term	QUOTE EXPIRES
4.13.21	Replace Wilo submersible pump	30 DAYS	Today

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Supply (1) 15hp Hydromatic 15hp 3ph Premium efficiency, explosion proof submersible pump rated at 525gpm@68' of head.	13288.00	13288.00
	*** Freight and installation not included****		
	Due to the fluctuating material pricing and availability, quote is valid thru end of today's business day, Pricing may have to be adjusted at time of purchase and will be reflected when project is invoiced		

PAST DUE AMOUNTS ARE SUBJECT TO A FINANCE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE. REASONABLE COLLECTION FEES AND ATTORNEY FEES WILL BE ASSESSED TO ALL ACCOUNTS PLACED FOR COLLECTION

SUBTOTAL	$ 13288.00
SALES TAX	$ NIC
TOTAL	$

RESOLUTION NUMBER: 21-28

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS APPROVING ENGAGEMENT OF B&F CODE COMPLIANCE FOR CODE COMPLIANCE AND BUILDING INSPECTION SERVICES

WHEREAS, the Village of Poplar Grove, Illinois ("Village") requires code compliance and building inspection services; and

WHEREAS, the Village desires to contract with an outside firm to provide code compliance and building inspection services; and

WHEREAS, the Village desires to engage the firm of B&F Code Compliance to provide code compliance and building inspection services under the terms of the Scope of Services submitted by B&F Code Compliance, a copy of which is attached hereto as Exhibit A, and incorporated herein.

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

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

2. The Village hereby approves the engagement of B&F Code Compliance to provide code compliance and building inspection services according to Scope of Services submitted by B&F Code Compliance, attached hereto as Exhibit A, or one in substantially similar form.

3. The Village President and Village Clerk are authorized to sign and attest any and necessary documents to effectuate the foregoing.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2021

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

EXHIBIT A-SCOPE OF SERVICES

CONSTRUCTION CODE SERVICES, INC.

Building & Fire Protection Plan Review

Training • Inspections • Code Consulting

VILLAGE OF POPLAR GROVE, IL

REQUEST FOR PROPOSALS

FOR

PLAN REVIEW AND INSPECTION SERVICES

October 11, 2017

SUBMITTED TO:

Diana Dykstra
Administrator
Village of Poplar Grove
200 Hill Street
Poplar Grove, IL 61065

Village of Poplar Grove
Plan Review and Inspection Services
October 11, 2017

A. Introduction

B & F Construction Code Services Inc., is submitting a bid to provide consulting services to the Village of Poplar Grove. These consulting services consist of building plan review, inspections, property maintenance inspections, department administration, assistance with zoning and planning, ordinance development and redevelopment planning. The type of projects includes: residential, mixed use and commercial projects.

B. Qualifications

B & F Construction Code Services Inc., provides building and fire protection plan review, inspections and training services for municipal building departments. All Construction personnel are certified and/or licensed to provide the services as described.

This range of complete building department operation is currently being performed for the Villages of Winfield, Burlington, Barrington Hills, Hampshire, and Lake Barrington. We have assisted with complete building department operations in the Village of Gilberts and the City of Genoa. We currently provide complete inspection and plan review service to West Chicago, Long Grove, Mettawa, Manhattan, Elwood and Deer Park.

Plan review services and inspections are also performed for the DuPage County Airport and for the commercial and industrial projects in the Village of Burr Ridge. These same services are performed for specific projects in the Brookfield, Elmwood Park, and River Forest.

There are other municipalities where fill-in inspections are performed when municipalities are in need of inspectors because of large short-term workload or because they are down staff members. These municipalities would be the City of Wheaton and the Village of Romeoville.

B & F Construction Code Service, Inc., performs plan review services for numerous other communities in Illinois and other states such as Michigan, New Jersey and Pennsylvania.

A list of the partial contacts for these municipalities is provided at the end of this proposal.

All B & F Construction Code Services Inc. staff members are certified or licensed to perform plan review and inspections. A list of the senior and management staff members is provided at the end of this proposal.

Village of Poplar Grove
Plan Review and Inspection Services
October 11, 2017

Schedule

All first reviews are performed in nine (9) business days from date they are received in our office and second and all subsequent reviews are performed in five (5) business days. There is no additional fee for any re-reviews.

All inspections are performed with less than twenty-four (24) hours notice. All inspections received by 4:00 PM will be performed the next business.

There is no limit to the number of reviews or inspections which can be performed. B & F Construction Code Services, Inc., has forty (40) full time Construction staff with an administrative staff of ten (10). These numbers do not include HR, upper level administrative staff or the staff members used in the Building and Fire Code Academy. The Academy is a subsidiary of B & F Construction Code Services, Inc., and performs the training which is offered to the industry.

D. Administrative time

A B & F Construction Code Services, Inc. staff member will spend a minimum of one hour a week in the municipal office performing administrative tasks and misc. plan reviews as needed. This time will be invoiced at $80.00 per hour. If there is a need for additional time for large projects or to attend meetings it will be invoiced at this rate.

Single Family

PLAN REVIEW

Single Family Homes first reviews will be performed within nine (9) business days and second reviews within five (5) business days.

E**. PLAN REVIEW FEES**

Single Family Homes up to 3,200 square feet:
Five Hundred Sixty Dollars ($635.00) per dwelling unit
(includes building, plumbing, mechanical, energy and electrical).

Single Family Homes over 3,200 square feet:
$0.198 per square foot (actual square footage)
(includes building, plumbing, mechanical, energy and electrical)

Single Family Home Additions
$0.198 per square foot (actual square footage)
(includes building, plumbing, mechanical, energy and electrical) with a minimum fee of ($200.00) Two Hundred Dollars.

Zoning - $ 75.00 per lot

Village of Poplar Grove
Plan Review and Inspection Services
October 11, 2017

INSPECTIONS - SINGLE FAMILY HOMES

1. FOOTING FORMS
   When the forms are set and before the concrete is poured.

2. FOUNDATION FORMS
   When the forms are set and before the concrete is poured.

3. BACKFILL
   When the concrete is poured, waterproofed, drain tile is in place and covered with gravel but before the foundation is backfilled.

4. PLUMBING UNDERGROUND
   When piping is located between the floors or underground but before the covering is in place. Flushing of the underground shall be witnessed.

5. FRAMING OR STRUCTURAL
   Before any drywall, plaster or interior finish is applied. Rough-in of the electrical, plumbing, ductwork must be in place before the inspection. An inspection per floor is required.

6. HVAC ROUGH
   When piping and ductwork is installed.

7. ELECTRICAL ROUGH IN
   When rough-in work is complete and before drywall, concrete or backfill is in place.

8. AIR LEAKAGE
   When all roughs are complete and exterior finish is complete.

9. PLUMBING ROUGH IN
   When rough-in work is complete.

10. INSULATION
    When insulation is installed prior to drywall.

11. CONCRETE FLOOR BASEMENT
    When base reinforcing is prepared and in place, and before the concrete is poured.
    All utilities and service equipment in the concrete must be in place before the inspection.

12. CONCRETE FLOOR GARAGE
    When base reinforcing is prepared and in place, and before the concrete is poured.
    All utilities and service equipment in the concrete must be in place before the inspection.

13. ELECTRIC SERVICE
    When meter socket and main panel are installed.

B & F CONSTRUCTION CODE SERVICES, INC.
2420 Vantage Drive • Elgin, IL 60124
Phone (847) 49028-7010 • Fax (847) 428-3151

14. FINAL PLUMBING
When final work is complete and before the system is operational.

15. FINAL HVAC
When all HVAC components are complete.

16. FINAL ELECTRIC
When all electrical components are complete.

17. FINAL BUILDING
When all Building components are complete.

Additional inspections for driveways, sidewalks, service walks, patios or decks can be performed for an additional fee.

INSPECTIONS FEES

Single Family Homes up to 3,200 square feet:
Five Hundred Sixty Dollars ($635.00) per dwelling unit without a deck (includes building, plumbing, mechanical, energy and electrical).

Single Family Homes over 3,200 square feet:
$0.198 per square foot without a deck (actual square footage)
(includes building, plumbing, mechanical, energy and electrical)

Single Family Home Additions/Alterations
$0.198 per square foot without deck (actual square footage)
(includes building, plumbing, mechanical, energy and electrical) with a minimum fee of Two Hundred Dollars ($200.00).

Re-inspection fees are invoiced at the rate of Fifty-Five Dollars ($55.00) per inspection (each discipline is considered a separate inspection).

Zoning - $75.00 per lot

F. Commercial, Industrial, Multi-Family

Plan Review

Plan review fees invoiced as shown in our current fee schedule include: Building, Mechanical, Plumbing, Electric plus any additional reviews such as Energy. This does not include engineering, storm water or special use.

The above fees include unlimited reviews, and there is no charge for re-reviews.

Specialized Commercial and Industrial or processes: One Hundred and Fifty Dollars ($150.00) per hour

Village of Poplar Grove
Plan Review and Inspection Services
October 11, 2017

INSPECTIONS COMMERCIAL & INDUSTRIAL (*New Construction, Additions, Existing)*

1. FOOTING FORMS
   When the forms are set and before the concrete is poured.

2. FOUNDATION FORMS
   When the forms are set and before the concrete is poured.

3. FOUNDATION BACKFILL
   When the concrete is poured, waterproofed, drain tile is in place and covered with gravel but before the foundation is backfilled.

4. FRAMING OR STRUCTURAL
   Before any drywall, plaster or interior finish is applied. Rough in of electrical, plumbing, ductwork must be in place before the inspection. An inspection per floor is required for all uses.

5. HVAC ROUGH
   When piping and ductwork is installed.

6. ELECTRICAL ROUGH IN
   When rough in work is complete and before the drywall, concrete or backfill is in place.

7. PLUMBING ROUGH IN
   When rough work is complete.

8. ENERGY CONSERVATION
   Inspect for energy conservation as each area is completed.

9. ELECTRIC SERVICE
   When meter socket and main panel are installed.

10. DRYWALL
    When drywall is installed prior to the taping.

11. CONCRETE FLOORS
    When base reinforcing is prepared and in place, and before the concrete is poured.
    All utilities and service equipment in the concrete must be in place before the inspection.

12. FINAL PLUMBING
    When final work is complete and before the system is operational.

13. FINAL HVAC
    When all HVAC components are complete.

14. FINAL ELECTRIC
    When all electrical components are complete.

B & F CONSTRUCTION CODE SERVICES, INC.
2420 Vantage Drive • Elgin, IL 60124
Phone (847) 49028-7010 • Fax (847) 428-3151

Village of Poplar Grove
Plan Review and Inspection Services
October 11, 2017

15. STRUCTURAL FINAL
When all the work is completed.

16. OCCUPANCY
When all the work is complete and before occupancy.

17. Fire protection system reviews and inspections can be provided if requested.

INSPECTION FEES

Building	.14 per square foot
Plumbing	.04 per square foot
Mechanical	.04 per square foot
Electrical	.04 per square foot
Energy	.02 per square foot

G. Other Services

Miscellaneous Plan Reviews: Twenty-Five Dollars ($25.00) per Trade *(Miscellaneous Plan Review shall include sheds, decks, fences, pools, re-roofing, satellite dishes, appliance and minor plumbing installations.)(performed on site while performing inspections)*

Miscellaneous Inspections: Thirty-Five Dollars ($35.00) Per Inspection (per Trade) *(Miscellaneous inspections shall include sheds, decks, fences, pools, re-roofing, satellite dishes, appliance and minor plumbing installations.)*

Property Maintenance Inspections

These inspections can be performed as a separate project, respond to complaints or along with the normal inspections. The fee for property maintenance inspections are Sixty five Dollars ($65.00) per hour. This fee does not include any court time. These would be conducted after the weekly administrative time.

Cross Connection Program

Annual Cross Connection Surveys and Cross Connection Device testing can be provided.

Ordinance development

Assistance with the rewriting of existing ordinances or the development of new ordinances can be provided. This can include building, zoning, fees, property maintenance or any area where a building, zoning or planning department is involved.

B & F CONSTRUCTION CODE SERVICES, INC.
2420 Vantage Drive • Elgin, IL 60124
Phone (847) 49028-7010 • Fax (847) 428-3151

Any ordinance related to fees or services in our contract would be prepared at no charge. This would include agreements for building inspections, property maintenance inspections, zoning and planning and ordinances for building safety, zoning and fees.

Other ordinances at the rate of One Hundred Fifty Dollars ($150.00) per hour.

The current Ordinance on the Building related codes would be reviewed and updated for no charge.

H. References – Upon Request

I. Zoning and Planning

A staff member experienced in zoning and planning can be provided to assist with the zoning, planning and downtown redevelopment. This service can be customized to fit the needs of the municipality. It can be zoning and planning reviews for new or potential projects or assistance with long range planning.

Fees

Single Family Seventy-Five Dollars ($75.00) per lot

Commercial One Hundred Twenty Dollars ($120.00) per 10,000 square feet of site and building floor area per review

This does not include engineering, storm water or special use.

Transmittal Method

All plan reviews will be faxed or e-mailed to the municipal office. A copy of the plan review will also be forwarded to one project contact from the developer or architect.

J. Start Date – Full services including all plan reviews and inspections can start immediately.

K. Point of Contact – Kenneth Garrett, Vice-President
Telephone: (847) 428-7010 E-Mail: kgarrett@bfccs.org

L. Additional information

When performing a comparison between different organizations, it is important to compare the products or services which are provided. If there are different services which are provided there has to be some way to create a fair comparison. If one organization provides a more complete service, this should be used as the standard unless the more complete service is not requested.

Village of Poplar Grove
Plan Review and Inspection Services
October 11, 2017

I would like to take the level of service which is provided by B & F Construction Code Services, Inc., and compare it to each of the other services. We provide the most complete service to the industry, and our one fee approach with fast turnaround time along with other services gives the municipality the best value.

All of the B & F Construction Code Service, Inc., inspectors and plan reviewers are licensed or certified in their areas. This provides tremendous advantage to the municipality in quality of the reviews and for their ISO evaluations.

The ability to provide inspection services with certified inspectors or in-house plan reviewers when the municipality is in need of these services is an asset to our clients.

When a municipality is using B & F Construction Code Services, Inc., for their plan review services, we offer a reduced rate assistance with general code consulting and ordinance preparation.

All reviews are complete with no extra fees for accessibility, and application of local amendments.

There is no cost to the municipality to send the plans to our office. The shipping and packaging of the plans is paid for by B & F Construction Code Services, Inc. This includes the initial plan submittal, re-submittals and returning the plans to the municipality when the project is complete.

All first reviews are finished in nine (9) business with re-reviews completed in five (5) business days.

All of the employees of B & F Construction Code Services, Inc., are covered by workman's compensation insurance in compliance with the state law, general liability, automobile insurance and professional liability insurance. This provides added protection because the municipality can be named as an additional insured at no additional charge.

All reviews with the exception of elevators are performed by employees of B & F Construction Codes Services, Inc. The plans are not forwarded to another agency for review or re-reviews. This makes the reviews timely, and there is one source if there are questions on the review.

When the reviews or other work is performed without proper insurance such as workman's compensation liability can extend to the municipality, if a sub-contractor does not have the proper insurance coverage.

The overall cost of a plan review has to be considered and not just the first review. The fee which is charged by B & F Construction Code Services, Inc., is the full plan review fee and there is no additional charge for re-reviews. All other agencies charge at sometime in their process for re-reviews. Most projects have a minimum of three reviews, and at times there are more reviews. Please consider this when comparing proposals.

Village of Poplar Grove
Plan Review and Inspection Services
October 11, 2017

Additional Notes

1. All Building, Plumbing, Mechanical, Energy and Electrical Plan Review Services are performed in-house. All inspections contracted for shall be performed by employees of B & F Construction Code Services, Inc.

2. All B & F Construction Code Services, Inc., employees are covered by Workers Compensation Insurance.

3. B & F Construction Code Services, Inc., carries general liability insurance underwritten by Selective Insurance Company. The Village of Poplar Grove may request to be named as additional insured.

4. B & F Construction Code Services, Inc., has in force professional liability insurance underwritten by First Insurance Funding Corporation. The Village of Poplar Grove may request to be named as additional insured.

5. A certificate of insurance for each policy will be provided upon acceptance of this proposal and annually when the policy is renewed.

The Village of Poplar Grove agrees not to hire an employee of B & F Construction Code Services, Inc., for a period of one (1) year after the employee is no longer employed by B & F Construction Code Services, Inc.

Upon acceptance, signatures of acceptance are required by at least two (2) authorized Village of Poplar Grove, IL officials.

Accepted By _____ **Accepted By** _____

Please Print _____ **Please Print** _____

Title _____ **Title** _____

Date _____ **Date** _____

B & F Construction Code Services, Inc.:

Accepted By _____ **Please Print** _____

Title _____ **Date** _____

Bufalo Contracting - General Contracting Services

779.368.0256 Main Office
779.368.0349 Fax

Insured:	Village Hall
Property:	200 N Hill Street Poplar Grove, IL 61065

Claim Rep.:	Shaun Bouback	Cellular:	(815) 871-8864
Position:	Field Representive		
Company:	Bufalo Contracting		
Business:	3655 Colony Bay Drive Rockford, IL 61107		

Estimator:	Peter Girardin	Business:	(779) 368-0256
Position:	Estimator	E-mail:	pgirardin@bufalocontracting.com
Company:	Bufalo Contracting		
Business:	3466 Colony Bay Drive Rockford, IL 61109		

Contractor:		Business:	(779) 368-0256
Company:	Bufalo Contracting	E-mail:	bufalocontracting@comcast.net

Claim Number: **Policy Number:** **Type of Loss:**

Date of Loss:		Date Received:	
Date Inspected:		Date Entered:	11/6/2020 1:10 PM

Price List:	ILRO8X_JAN21 Restoration/Service/Remodel
Estimate:	200-N-HILL-STREET-1

Bufalo Contracting - General Contracting Services

779.368.0256 Main Office
779.368.0349 Fax

200-N-HILL-STREET-1

200-N-HILL-STREET-1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Advertising Credit	1.00 EA	0.00	-720.75	0.00	0.00	-720.75
Total: 200-N-HILL-STREET-1				0.00	0.00	-720.75

Garage

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
2. R&R Exterior door - metal - insulated - flush or panel style	1.00 EA	20.96	312.60	18.06	73.86	425.48
3. Paint door slab only - 2 coats (per side)	1.00 EA	0.00	32.95	0.54	7.04	40.53
4. R&R Overhead door & hardware - 10' x 7'	1.00 EA	73.33	881.91	52.20	211.56	1,219.00
5. Haul debris - per pickup truck load - including dump fees	1.00 EA	148.69	0.00	0.00	31.23	179.92
6. Garage door upgrade	1.00 EA	0.00	500.00	0.00	0.00	500.00
Totals: Garage				70.80	323.69	2,364.93

New Village Hall

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
7. R&R Gutter / downspout - aluminum - 6"	533.97 LF	0.50	9.35	240.85	1,155.10	6,655.56
8. R&R Gutter / downspout - aluminum - up to 5"	112.00 LF	0.50	6.34	26.21	166.38	958.67
9. Haul debris - per pickup truck load - including dump fees	1.00 EA	148.69	0.00	0.00	31.23	179.92
10. Downspout 3"x4" 85'	1.00 EA	0.00	600.00	0.00	0.00	600.00
Totals: New Village Hall				267.06	1,352.71	8,394.15

Roof

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
11. Tear off, haul and dispose of comp. shingles - Laminated	112.66 SQ	57.99	0.00	0.00	1,371.97	7,905.12
12. Laminated - comp. shingle rfg. - w/out felt	118.00 SQ	0.00	189.14	901.33	4,876.17	28,096.02

Bufalo Contracting - General Contracting Services

779.368.0256 Main Office
779.368.0349 Fax

CONTINUED - Roof

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
13. Asphalt starter - universal starter course	541.53 LF	0.00	1.83	28.12	214.01	1,233.13
14. Roofing felt - 15 lb.	112.66 SQ	0.00	24.76	50.03	596.29	3,435.78
15. Continuous ridge vent - shingle-over style	149.38 LF	0.00	7.35	38.90	238.73	1,375.57
16. R&R Ridge cap - composition shingles	149.38 LF	2.05	3.38	12.62	172.99	996.74
17. R&R Drip edge	541.53 LF	0.33	1.90	29.38	259.77	1,496.76
18. R&R Roof vent - turtle type - Metal	1.00 EA	8.78	48.37	1.28	12.28	70.71
19. R&R Flashing - pipe jack - lead	4.00 EA	6.89	62.80	12.05	61.08	351.89
20. Step flashing	1.00 LF	0.00	7.89	0.12	1.68	9.69
21. Ice & water barrier	3,249.21 SF	0.00	1.21	85.62	843.60	4,860.76
Totals: Roof				1,159.45	8,648.57	49,832.17

Well #3

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
22. R&R Fascia - metal - 8"	26.00 LF	0.33	5.07	3.87	30.30	174.57
23. R&R Overhead door & hardware - 10' x 7'	1.00 EA	73.33	881.91	52.20	211.56	1,219.00
24. Haul debris - per pickup truck load - including dump fees	1.00 EA	148.69	0.00	0.00	31.23	179.92
25. Rebuild curb for skylight on well house	1.00 EA	0.00	1,100.00	0.00	0.00	1,100.00
Totals: Well #3				56.07	273.09	2,673.49

North Plant

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
26. R&R Gutter / downspout - aluminum - up to 5"	239.33 LF	0.50	6.34	56.02	355.54	2,048.58
27. R&R Wrap wood garage door frame & trim with aluminum (PER LF)	30.00 LF	2.04	10.52	5.12	80.20	462.12
28. R&R Fascia - metal - 10"	120.00 LF	0.33	5.52	20.46	151.72	874.18
29. Haul debris - per pickup truck load - including dump fees	1.00 EA	148.69	0.00	0.00	31.23	179.92
30. Downspout 3"x4" 120'	1.00 EA	0.00	850.00	0.00	0.00	850.00

Bufalo Contracting - General Contracting Services

779.368.0256 Main Office
779.368.0349 Fax

CONTINUED - North Plant

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: North Plant				81.60	618.69	4,414.80

Roof 2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
31. Tear off, haul and dispose of comp. shingles - Laminated	47.09 SQ	57.99	0.00	0.00	573.46	3,304.21
32. Laminated - comp. shingle rfg. - w/out felt	48.00 SQ	0.00	189.14	366.64	1,983.52	11,428.88
33. Asphalt starter - universal starter course	318.03 LF	0.00	1.83	16.51	125.69	724.19
34. Roofing felt - 15 lb.	47.09 SQ	0.00	24.76	20.91	249.25	1,436.11
35. Continuous ridge vent - shingle-over style	119.67 LF	0.00	7.35	31.16	191.26	1,101.99
36. R&R Ridge cap - composition shingles	119.67 LF	2.05	3.38	10.11	138.58	798.49
37. R&R Drip edge	318.03 LF	0.33	1.90	17.25	152.58	879.04
38. R&R Flashing - pipe jack	3.00 EA	6.89	35.14	2.61	27.03	155.73
39. Television antenna - Detach & reset	1.00 EA	0.00	118.40	0.00	24.86	143.26
40. Ice & water barrier	1,436.00 SF	0.00	1.21	37.84	372.83	2,148.23
Totals: Roof 2				503.03	3,839.06	22,120.13
Line Item Totals: 200-N-HILL-STREET-1				**2,138.01**	**15,055.81**	**89,078.92**

Bufalo Contracting - General Contracting Services

779.368.0256 Main Office
779.368.0349 Fax

Summary for Dwelling

Line Item Total	71,885.10
Material Sales Tax	2,138.01
Subtotal	74,023.11
Overhead	7,169.43
Profit	7,886.38
Replacement Cost Value	**$89,078.92**
Net Claim	**$89,078.92**

Peter Girardin
Estimator

Bufalo Contracting EXCELLENCE IS OUR EDGE

WWW.BUFALOCONTRACTING.COM

1-855-5BUFA(28-3

779.368.0256

Materials Specifications Contract

Customer: Village of Poplar Grove (Roofs) Phone: (815) 979-0416

Address: 200 hill st Work Phone:

City / State: Poplar Grove IL. Zip: 61065

ROOFING

Brand / Style of Shingle: TBD Color of Shingle: TBD

Pitch: 4/12/5/12 Story(s) 1&2 No. of Layers 1 Tear Off: YES ☑ NO ☐

Felt: 15lb ☐ 30lb ☐ Other: synthetic ☒ Replace Pipe Collars ☒ Drip Edge white/black Color TBD

☒ Vents: Type/Color Ridgevent ☐ Wall Flashing ☐ Valley Flashing, Color

☒ Ice/Water 2-3 Passes ☐ Wood Replacement, if incurred $ ~~$1~~ 100.00 per sheet

☐ Skylights / Re-flash/qty: Replace/qty ☒ Furnish Permit ☐ Vaulted Ceilings ☐ Open Cornice

Special Instructions:

SIDING

Brand / Style of Siding: Size: Color:

Fascia: LF 146 w/Wraps: ea. 1 Color: TBD Smooth / PVC

Soffit: ☐ Vented ☐ Non/Vented LF/Color: Vents: ☐ House Wrap ☐ Foam Board

Special Instructions :

GUTTERS

Gutters: ☒ 5" ☒ 6" ☒ Replace All ☐ Other Color: TBD

Downs: ☐ 2x3" ☒ 3x4" ☒ Replace All ☐ Other

☐ Gutter Screens : Type: Color Linear Ft

Special Instructions:

OTHER

Please see addendum (Titled) 200-N-Hill street-1 5 of 5 Initials ⊗

Proceeds Breakdown

Insurance Company: Claim Number: ~~2018~~ 201214W004

Per Insurance Proceeds Agreement

I agree to allow Bufalo Contracting Inc. to complete all prescribed repairs at prices determined by my insurance carrier. ⊗ **Initials**

*Projected supplements are to be paid by your insurance carrier . These supplements may very depending on the final agreed amount between your insurance carrier and Bufalo Contracting Inc. Any and all supplements are owed to Bufalo Contracting Inc. Any approved supplements, increase or decrease in contract price, change in work will require a change order, and will be considered the entire contract by both parties involved.

Insurance Claim Amount, Incl deductible: $ 90,520.42

*Supplement amount (if required): $

Upgrade Amount, Paid by Client: $

Other: $

Other: $

Total Amount: $ 89,078.92

PAYMENT SCHEDULE (Please make all checks payable: **Bufalo Contracting Inc.**)

Intial Payment: Date: Check # Amount: (Due at time of delivery of materials)

Other Payment: Date: Check # Amount:

Final Payment: Date: Check # Amount: (Due upon completion)

Company's Limited Warranty: 5 year Craftmanship Warranty on Full Replacement contracts only, effective date of completion.

No Warranty exists until contract is paid in FULL.

X Customer Signature Date

X Shawn Bowlsby 4-27-21 Representative Signature Date

X Management Approval Date

THIS CONTRACT CONSISTS OF THIS PAGE AND THE REVERSE SIDE OF THIS PAGE AND SHALL BE CONSIDERED THE ENTIRE CONTRACT BY BOTH PARTIES INVOLVED. WRITTEN CHA ORDERS WILL BE CONSIDERED AN ADDENDUM TO THIS CONTRACT

DOC. 1B

THIS AGREEMENT IS COMPOSED OF THIS PAGE AND THE REVERSE SIDE OF THIS PAGE AND SHALL BE CONSIDERED THE ENTIRE CONTRACT BY THE PARTIES INVOLVED. THIS AGREEMENT IS BETWEEN Bufalo Contracting HEREINAFTER REFERRED TO AS "COMPANY" AND THE CUSTOMER(S) NAMED HEREIN ON THE REVERSE SIDE, HEREINAFTER REFERRED TO AS "PURCHASER" AND WILL BE SUBJECT TO ALL APPROPRIATE LAWS, REGULATIONS AND ORDINANCES OF THE STATE OF ILLINOIS, THE LOCAL JURISDICTION AND THE FOLLOWING TERMS AND CONDITIONS:

1. ALL AGREEMENTS IN THIS CONTRACT ARE SUBJECT TO THE APPROVAL OF A MANAGER OF THE COMPANY FOR THIS AGREEMENT TO BE EFFECTIVE UNDER ANY CONDITIONS.
2. SHOULD DEFAULT BE MADE IN THE PAYMENT OF THIS CONTRACT, AND THE TOTAL AMOUNT DUE IS NOT RECEIVED WITHIN 30 DAYS FROM THE DATE YOU RECEIVE ANY PAYMENT(S) FROM THE INSURANCE CARRIER AND/OR TOTAL AMOUNT DUE IS NOT RECEIVED WITHIN 30 DAYS FROM COMPLETION OF SAID WORK, INTEREST WILL ACCRUE ON THE UNPAID BALANCE AT THE RATE OF 18% PER ANNUM. IF ANY OF THIS INDEBTEDNESS IS COLLECTED BY AN ATTORNEY-AT-LAW, YOU WILL BE RESPONSIBLE FOR REASONABLE ATTORNEYS' FEES, UP TO BUT NOT IN EXCESS OF 15% OF THE PRINCIPAL AND INTEREST OWING THEREON.
3. THE COMPANY SHALL HAVE LIEN RIGHTS WITH THIS CONTRACT AND ANY AGREEMENTS SIGNED BY PURCHASER.
4. THE COMPANY DOES NOT COVER DAMAGE TO ROOFS, SIDING, GUTTERS OR ANY EXTERIOR ITEMS CONSTRUCTED OR RECONSTRUCTED BY COMPANY IF CAUSED BY LIGHTNING, GALE (60 MPH) FORCE WINDS, HURRICANE, TORNADO, FIRE, WIND-DRIVEN RAIN, HAILSTORM, IMPACT OF FOREIGN OBJECTS OR OTHER PERILS, CRACKING TO THE ROOF DECK, WALLS OR FOUNDATION DUE TO THE SETTLEMENT, DISTORTION, FAILURE OR CRACKING OF SUCH, AND ANY DAMAGE DONE BY OTHER PARTIES AS IS NORMALLY CONTEMPLATED TO BE COVERED BY HOMEOWNERS INSURANCE OR BUSINESS RISK INSURANCE, OR UNLESS A SPECIFIED WRITTEN AGREEMENT MADE PRIOR TO COMMENCEMENT OF THE WORK.
5. THE QUOTATION ON THE FACE HEREOF DOES NOT INCLUDE EXPENSES OR CHARGES FOR BOND OR INSURANCE PREMIUMS OR COSTS BEYOND NORMAL INSURANCE COVERAGE. ANY SUCH ADDITIONAL EXPENSES, PREMIUMS OR COSTS SHALL BE ADDED TO THE TOTAL AGREEMENT AMOUNT.
6. REPLACEMENT OF DETERIORATED DECKING, FASCIA BOARDS, ROOF JACKS, VENTILATORS, FLASHING OR OTHER MATERIALS, ARE NOT INCLUDED UNLESS APPROVED BY PURCHASER AND COMPANY. THE COST OF REPLACEMENT WILL BE AN ADDITIONAL CHARGE TO PURCHASER.
7. THE COMPANY SHALL NOT BE LIABLE FOR FAILURE OF PERFORMANCE DUE TO LABOR CONTROVERSIES, STRIKES, FIRES, WEATHER, INABILITY TO OBTAIN MATERIALS FROM USUAL SOURCES, OR ANY OTHER CIRCUMSTANCES BEYOND THE CONTROL OF THE COMPANY, WHETHER OF A SIMILAR OR DISSIMILAR NATURE.
8. THE COMPANY RESERVES THE RIGHT TO REVOKE THIS PROPOSAL 90 DAYS FROM DATE ACCEPTED. AFTER 90 DAYS, COMPANY RESERVES THE RIGHT TO REVISE ITS PRICE IN ACCORDANCE WITH ITS COSTS IN EFFECT AT SUCH TIME.
9. IF ROOFING AND SHEET METAL WORK IS INVOLVED, IT IS UNDERSTOOD AND AGREED THAT THE COMPANY'S STANDARD ROOF GUARANTEE, A COPY OF WHICH IS AVAILABLE UPON REQUEST, SHALL BE ACCEPTABLE AND THAT ALL TERMS AND PROVISIONS THEREIN SHALL PREVAIL, UNLESS OTHERWISE SPECIFICALLY AGREED TO IN WRITING PRIOR TO THE COMMENCEMENT OF THE WORK. 90# ROLL ROOFING IS NOT A WARRANTABLE PRODUCT, AND WILL NOT BE WARRANTIED AGAINST LEAKS BY THE COMPANY. HOWEVER, IF SPECIFIED IN WRITING AND SIGNED BY BOTH PARTIES, THE COMPANY WILL SERVICE THE INSTALLATION FOR A PERIOD OF ONE YEAR.
10. THE COMPANY IS NOT RESPONSIBLE FOR ICE DAMS (THAWING AND REFREEZING OF ICE, WATER OR SNOW) OR ANY OTHER DAMAGE ON OR BELOW THE ROOF LINE DUE TO LEAKS OR WATER BACK-UP CAUSED BY EXCESSIVE SNOW OR WIND-DRIVEN RAIN, ICE OR HAIL DURING THE PERIOD OF THE WARRANTY. EXCESSIVE WIND IS CONSIDERED 60 MILES PER HOUR OR GREATER. THE WARRANTY IS NON-TRANSFERABLE.
11. IF YOU CANCEL OR TERMINATE THIS AGREEMENT LATER THEN THREE (3) DAYS FROM THE DATE YOU SIGN THIS AGREEMENT BUT PRIOR TO THE COMMENCEMENT OF WORK OR FAIL TO TAKE ACTION TO INITIATE THIS AGREEMENT WITHIN 10 DAYS FROM THE TIME THE CLAIM IS APPROVED BY THE INSURANCE COMPANY, SUCH CANCELLATION, TERMINATION OR FAILURE TO INITIATE SHALL CONSTITUTE A BREACH OF CONTRACT OF THIS AGREEMENT. IN SUCH EVENT, YOU SHALL PAY, AS LIQUIDATED DAMAGES TO COMPANY, TWENTY FIVE PERCENT (25%) OF THE TOTAL ESTIMATED PRICE OF WORK TO BE COMPLETED SET FORTH HEREIN. IN THE EVENT THAT YOU CANCEL OR TERMINATE THIS CONTINGENCY AGREEMENT AFTER WORK HAS COMMENCED, YOU SHALL PAY COMPANY 100% OF THE TOTAL ESTIMATED PRICE OF WORK TO BE COMPLETED AS SET FORTH HEREIN ABOVE. THESE LIQUIDATED DAMAGES UPON PAYMENT TO COMPANY SHALL RELEASE THE COMPANY FROM ANY AND ALL OTHER LIABILITIES OR OBLIGATIONS FOR WORK PERFORMED OR NOT PERFORMED. THIS AGREEMENT CONSTITUTED THE ENTIRE AGREEMENT BETWEEN THE PARTIES. IT MAY BE CHANGED ONLY BY WRITTEN INSTRUMENT SIGNED BY BOTH PARTIES. IT IS FURTHER AGREED THAT CHANGE TO THIS AGREEMENT OR INSURANCE COMPANY'S SUMMARY OF LOSS WILL BE DEEMED AS PART OF THE ORIGINAL AGREEMENT AND WILL BE HELD BALID AND BINDING AS THE ORIGINAL AGREEMENT.
12. THIS AGREEMENT OR WARRANTY SHALL NOT BE ASSIGNED EXCEPT BY OR WITH THE WRITTEN PERMISSION OF THE COMPANY.
13. THIS AGREEMENT CANNOT BE CANCELLED WITHOUT THE MUTUAL WRITTEN CONSENT OF BOTH PARTIES.
14. PAYMENT SCHEDULE: DEDUCTIBLE DUE UPON INSURANCE PROVIDER APPROVAL. FIFTY PERCENT (50%), OR FIRST INSURANCE DRAFT (IF DRAFT AMOUNT IS APPROVED BY COMPANY) OF THE TOTAL AGREEMENT AMOUNT DUE UPON DELIVERY OF APPLICABLE MATERIALS. BALANCE DUE UPON COMPLETION OF THE WORK. ALL PAYMENTS MUST BE MADE TO THE COMPANY. PAYMENT SCHEDULE SHALL NOT BE AMENDED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE COMPANY.
15. ALL DIRECT COSTS, OVERHEAD AND PROFIT PAID TO THE PURCHASER BY THE INSURANCE CARRIER ARE INCLUDED IN THE AGREED AMOUNT WITH INSURANCE CARRIER AND ARE DUE TO THE COMPANY IN ACCORDANCE WITH THE PAYMENT SCHEDULE SET FORTH HEREIN.
16. ANY SUPPLEMENT APPROVED BY THE PURCHASER'S INSURANCE CARRIER FOR ADDITIONAL WORK OR COST INCREASES WILL BECOME PART OF THIS CONTRACT. ANY UPGRADE (S) OR ADDITIONAL WORK REQUESTED BY PURCHASER THAT IS NOT APPROVED BY PURCHASER'S INSURANCE CARRIER WILL BE THE PURCHASERS FINANCIAL RESPONSIBILITY AND WILL BECOME PART OF THIS CONTRACT.
17. DURING THE DURATION OF THE WORK, THE PURCHASER'S INSURANCE WILL BE RESPONSIBLE FOR ANY AND ALL INTERIOR DAMAGE AS LONG AS THE COMPANY HAS TAKEN APPROPRIATE ACTION TO PROTECT THE ROOF AND/OR SIDING DURING THE REPAIRS.
18. IF THERE ARE ANY SOLAR PANELS ON THE ROOF, THE COMPANY WILL NOT BE RESPONSIBLE FOR DAMAGE DURING THE REPAIRS. PURCHASER AGREES THO HAVE THE SOLAR PANEL COMPANY TAKE THE APPROPRIATE ACTION TO PROTECT THEM IF NECESSARY.
19. THE COMPANY IS NOT RESPONSIBLE FOR PRE-EXISTING CONSTRUCTION DEFICIENCIES THAT MANIFEST THEMSELVES DURING THE CONSTRUCTION PROCESS, I.E. NAIL POPS, PLUMBING VENT PIPES, WOOD ROT, DECKING DEFLECTION, ETC. IF A CONSTRUCTION PROBLEM IS POINTED OUT PRIOR TO CONSTRUCTION AND COMPANY IS NOTIFIED IN WRITING, COMPANY WILL TRY TO ASSIST PURCHASER WITHIN THE COMPANIES MEANS AND CAPABILITIES TO CORRECT THE PROBLEM (S) ON A TIME AND MATERIAL BASIS.
20. THE COMPANY WILL NOT BE RESPONSIBLE FOR THE SLIGHT SCRATCHING OR DENTING OF GUTTERS, DOWNSPOUTS, EXISTING SIDING AND WINDOWS, OIL DROPLETS IN DRIVEWAYS, HAIRLINE FRACTURES IN CONCRETE OR BLACKTOP DRIVES AND WALKS, OR DAMAGE TO PLANTS OR SHRUBBERY. IF EXCESSIVE DAMAGE IS CAUSED BY COMPANY, COMPANY WILL REPAIR OR REPLACE DAMAGED AREA ONLY AT COMPANY'S EXPENSE.
21. THE COMPANY'S LIABILITY FOR CLAIMS ARISING OUT OF THIS CONTRACT SHALL NOT EXCEED THE TOTAL AGREEMENT PRICE EXCEPT TO THE EXTENT THOSE DAMAGES ARE PROVEN TO BE SOLELY DUE TO THE COMPANY'S NEGLIGENCE.
22. ANY REPRESENTATIONS, STATEMENTS, OR OTHER COMMUNICATIONS NOT WRITTEN ON THIS AGREEMENT ARE AGREED TO BE IMMATERIAL, AND NOT RELIED ON BY EITHER PARTY, AND DO NOT SURVIVE THE EXECUTION OF THIS CONTRACT.
23. IF ANY PROVISION OF THIS CONTRACT SHOULD BE HELD TO BE INVALID OR UNENFORCEABLE, THE VALIDITY AND ENFORCEABILITY OF THE REMAINING PROVISION OF THIS CONTRACT SHALL NOT BE AFFECTED THEREBY.
24. COMPANY WILL NOT BE HELD LIABLE FOR ANY DAMAGE TO SUCH ITEMS AS ELECTRICAL WIRES, CONDUIT, HOSES, PIPES OR ANY OTHER OBJECTS THAT ARE NOT VISIBLE OR WERE NOT KNOWN AT THE TIME OF CONSTRUCTION AND THAT MAY BE DAMAGED BY A PENETRATING NAIL.
25. ANY CHANGES TO MATERIAL BY THE PURCHASER (BRAND, STYLE, COLOR, ETC.) AFTER SAID MATERIAL HAS BEEN DELIVERED OR IS IN ROUTE TO THE PURCHASER WILL RESULT IN A 20% RE-STOCK FEE BASED ON THE REPLACEMENT COST OF SAID MATERIALS SET FORTH BY THE INSURANCE CARRIER.

OC. 1B THIS CONTRACT CONSISTS OF THIS PAGE AND THE REVERSE SIDE OF THIS PAGE AND SHALL BE CONSIDERED THE ENTIRE CONTRACT BY BOTH PARTIES INVOLVED. WRITTEN CHANGE ORDERS WILL BE CONSIDERED AN ADDENDUM TO THIS CONTRACT.

RESOLUTION NUMBER: 21-29

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS TO APPROVE AND AUTHORIZE THE VILLAGE PRESIDENT TO EXECUTE A CONTRACT WITH BUFALO CONTRACTING, INC. FOR ROOF INSTALLATION

WHEREAS, the Village of Poplar Grove, Illinois ("Village") has determined it is necessary to retain a contractor to perform roofing repairs on Village buildings; and

WHEREAS, the Village desires to retain Bufalo Contracting, Inc. to perform said roofing repairs on Village buildings; and

WHEREAS, the Village has previously retained Bufalo Contracting, Inc. ("Bufalo") to complete restoration and remodeling work and Bufalo has been overseeing the insurance claims process for the roof repairs; and

WHEREAS, pursuant to Section 1-10-4 of the Village of Poplar Grove's Code of Ordinances ("Village Code"), "the purchasing procedure under this paragraph may be waived by a two-thirds vote of the corporate authorities,"; and

WHEREAS, the Village desires to waive the purchasing procedures for the roof repairs; and

WHEREAS, Bufalo submitted a contract for the roof repairs, which is attached hereto as Exhibit A and incorporated herein ("Contract"); and

WHEREAS, the Village desires to enter into a contract with Bufalo for the roof repairs on Village buildings; and

WHEREAS, the Village and Bufalo have reached an accord as to the terms and conditions upon which Bufalo will provide said roof repairs for Village buildings and have memorialized the same in the agreement attached hereto as Exhibit B and incorporated herein ("Addendum"); and

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

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

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

2. The Village hereby accepts and approves the Addendum with Bufalo Contracting, Inc. for roof repair for Village buildings in the amount of $89,078.92 attached hereto as Exhibit B, or one in substantially similar form.

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

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED _____, 2021

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

EXHIBIT A: CONTRACT

EXHIBIT B: ADDENDUM TO CONTRACT

ADDENDUM TO CONTRACT

THIS ADDENDUM TO CONTRACT ("Addendum") is dated this ___ day of May, 2021 and is by and between the Village of Poplar Grove, an Illinois municipal corporation ("Village"), and Bufalo Contracting, an Illinois corporation ("Bufalo") and is intended to amend the Contract dated April 27, 2021, between the Village and Bufalo.

RECITALS:

WHEREAS, the Village and Bufalo entered into a Contract Proposal dated on April 27, 2021 (the "Contract"); and

WHEREAS, the Village and Bufalo desire to make certain additions to the Contract; and

WHEREAS, such additions are set forth in this Addendum.

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

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

2. The Contract, including, but not limited to, its terms, conditions and scope of services, is incorporated herein and made a part hereof.

3. The following terms and conditions are made a part of the Contract:

   A. Bufalo will commence construction of the work and services set forth in the Contract upon receiving authorization from the Village and shall complete such work by no later than _____, _____. Such commencement and completion dates may be amended by written agreement of both parties hereto. All works and services shall be performed in a good and workmanlike manner.

   B. Bufalo warrants that it has paid for in full and owns, free and clear of any liens/encumbrances or potential liens/encumbrances, all materials and supplies that are to be installed as a part of the work to be performed under the Contract.

   C. Bufalo agrees to comply with any and all applicable federal, state and local laws, ordinances and regulations, including, but not limited to, prevailing wage laws (820 ILCS 130).

   D. At all times during the performance of this Contract, Bufalo shall maintain commercial general liability insurance with limits of not less than $1 million each occurrence, $2 million general aggregate; and automobile liability insurance with limits of not less than $1 million per occurrence combined single limit or $1 million bodily injury per occurrence and $500,000 property damage; and workers' compensation equal to

statutory limits required by state law. All insurance policies shall name the Village of Poplar Grove as an additional insured. Prior to commencement of any work under the Contract, Bufalo shall provide the Village with a Certificate of Insurance evidencing compliance with this Paragraph. Each Certificate of Insurance shall provide that the insurer must give the Village at least thirty (30) days prior written notice of cancellation or termination of the Village's coverage thereunder.

E. To the fullest extent permitted by law, Bufalo shall pay, indemnify, defend and hold harmless the Village, its officers, representatives, elected and appointed officials, agents, and employees ("Indemnified Parties") from and against any and all claims, loss, expense, liability, damage or cost (including, without limitation, judgments, attorneys' fees and costs, court costs and the cost of appellate proceedings) which any of the Indemnified Parties incur because of injury to, or death of any person, or on account of damage to property, including the loss of use thereof, or any other claim arising out of, in connection with or as a consequence of the performance of, or the failure to perform, the remodeling work contemplated under the Contract by Bufalo, its agents, employees, subcontractors or anyone for whose acts Bufalo may be liable with respect to the remodeling work contemplated herein. Further, Bufalo agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts. Under no circumstances shall Bufalo, its subcontractors, agents, and employees be required to indemnify the Indemnified Parties for the negligent acts of the Indemnified Parties.

F. Bufalo acknowledges that during the course of its performance of the work under this Contract, it may acquire or be exposed to information regarding the Village, including, but not limited to, information regarding the Village's employees, agents or officers, its business activities and operations, financial information, or other information of a confidential nature (hereinafter "Confidential Information"). Bufalo, on behalf of itself and its, principals, owners, members, shareholders, employees, subcontractors and/or agents, agrees to hold such Confidential Information in strict confidence and shall not reveal the same. Bufalo agrees that any breach or violation of this confidentiality provision would cause the Village irreparable injury for which it would have no adequate remedy at law, and agrees that the Village may be entitled to obtain immediate injunctive relief prohibiting such breach or violation, in addition to any other rights and remedies available to it.

G. In the event of a breach of the Contract by either Party, the non-breaching party shall have any and all remedies available to it at law or in equity, including, but not limited to, the right to terminate the Contract. Such remedies shall be cumulative and not exclusive. The prevailing party in any action to enforce the provisions of this Contract shall be entitled to recover it costs, including reasonable attorneys' fees.

4. This Addendum shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Addendum may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

6. In case any provision of this Addendum shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall, to the extent permitted by law, not in any way be affected or impaired thereby.

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

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

9. This Addendum shall be governed by, and construed in accordance with, the laws of the State of Illinois.

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

VILLAGE OF POPLAR GROVE

_____

By: Don Sattler
Village President

ATTEST:

_____
Karri Anderberg
Village Clerk

BUFALO CONSTRUCTING, INC.

_____

By:_____

Its:_____

RESOLUTION NUMBER: 21-30

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS APPROVING PURCHASE WITH CORE AND MAIN AND STENSTROM FOR REPAIR OF A FIRE HYDRANT

WHEREAS, the Village of Poplar Grove ("Village") maintains a fire hydrant near 200 N. Hill Street;

WHEREAS, recently the Village has become aware of an emergency relating to a need to repair or replace the fire hydrant; and

WHEREAS, the repair of the fire hydrant is required to ensure the proper availability of water during a fire; and

WHEREAS, Section 1-10-4 of the Village of Poplar Grove Code of Ordinances states: PURCHASES BETWEEN $2,501.00—State limit. Purchases of materials, equipment, services or supplies between $2,501.00 and the state limit are made by obtaining three written quotes where practical and the approvals of the Village Administrator, Village Treasurer and Village President. Physical records regarding dates, contacts and quotes received shall be retained in the Department's files along with utilization of purchase order forms.

WHEREAS, in this case, it is necessary for the continued provision of water in emergency fire related situations to purchase the necessary part from Core and Main in the amount of $3,735.51 and to hire Stenstrom to repair the fire hydrant at a cost of $3,600.00; and

WHEREAS, the Village believes the repair of the fire hydrant is in the best interest of the Village.

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

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

2. The Village hereby approves the expenditure to Core and Main in the amount of $3,735.51 for fire hydrant parts, as set forth in the quote attached hereto as Exhibit A, and to Stenstrom in the amount of $3,600.00 for the installation pursuant to the terms and provisions as set forth in the quote attached hereto as Exhibit B.

PASSED UPON MOTION BY: _____

SECONDED BY:_____

BY ROLL CALL VOTE THIS _____, _____, 2021

AS FOLLOWS:

VOTING “AYE”: _____

VOTING “NAY”: _____

_____

ABSENT, ABSTAIN, OTHER: _____

_____

APPROVED: _____, 2021

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

EXHIBIT A – CORE & MAIN QUOTE

EXHIBIT B – STENSTROM QUOTE

Run Date: 4/28/21

Preshipment Notification

Customer #	**080534**
Order #	**N933247**
Date Ordered	03/23/21
Job #	
Job Name	HYDRANT
Purchase Order #	HYDRANT
Method of Shipment	PICKUP
Contract Order #	0000000
Ordered By	
Ship To Via	

Sold To:
VILLAGE OF POPLAR GROVE
200 N HILL ST
POPLAR GROVE, IL 61065-6500

Ship To:
VILLAGE OF POPLAR GROVE
Branch - 481
6829 Irene Rd
Belvidere, IL 61008

Branch:
BELVIDERE IL
Branch - 481
6829 Irene Rd
Belvidere, IL 61008

Phone: 815-544-3458

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
	21AMF8061106	6 EBAA MEGALUG MJ DI 1106 RSTR F/DI PIPE BLACK	1	1		N/C	EA	
	21AMG106	6 MJ REGULAR GASKET F/DI	1	1		N/C	EA	
	21AMB10740CTB	3/4X4 T-HEAD B&N COR BLUE	6	6		N/C	EA	
	605786M3A423LA	A423 5-1/4 VO HYD 6'6"B 6MJ NST 3WAY O/L 502317	1	1		2840.00000	EA	2840.00
	61MUA320020	A320-020 24" HYD EXT MUELLER 5-1/4VO W/KIT	1		1	895.51000	EA	.00

Terms in accordance with shipping manifest.

Special Instructions/Comments:
WARNING-HEAVY ITEM-LIFT ASSISTANCE REQ'D

Total Shipped:		**2840.00**
Total Ordered:	**3735.51**	
Tax Amount:	**.00**	**.00**
Other Charges:	**.00**	**.00**
Total:	**3735.51**	**2840.00**

May 03, 2021

Mitch Hilden
Director of Public Works
Village of Poplar Grove
815-765-3201 Office
815-742-0418 Cell

Quote # 2021EX184

RE: Hydrant Repair

- Labor to excavate and replace existing hydrant (all materials supplied by owner)
- Restoration (Seed, Fertilizer and Blanket) using the existing on site soils

Base Bid Price: $ 3,600.00

Construction Notes

1.) Permits and fees by others.
2.) All work to be completed in 2021; price does not include winter conditions
3.) Work to be completed in ONE mobilization
4.) Excavation of unsuitable material @ $ 60.00 / CY
5.) Additional stone base @ $ 30.00 / TN
6.) Price does not include any utility removal / relocation

Stenstrom Excavation and Blacktop:
Jamin Unger
Project Manager / Estimator
Stenstrom Excavation and Blacktop Group
2422 Center St., Rockford, IL 61108
Office: 815-398-3478 | **Fax:** 815-229-0978
JaminU@rstenstrom.com http://www.rstenstrom.com

Accepted By:

Date:

STENSTROM

TERMS AND CONDITIONS

1.) Stenstrom Excavation and Blacktop Group will not be responsible for drainage of asphalt pavement placed with less than a 1% slope in any direction or for pavement failure resulting from insufficient or improperly installed stone base placed by others, or for damage to existing concrete sidewalks, aprons, approaches, garage floors and curb/gutter located in or adjacent to the construction area.

2.) All amounts not paid when due will bear interest at the rate of 2% per month on the unpaid balance on the first day of the month commencing on the date the payment was due.

3.) The party accepting this proposal shall indemnify Stenstrom Excavation and Blacktop Group and its agents and employees and shall hold them harmless from any and all actual or alleged claims, damages, losses, penalties (governmental or private), and expenses, including attorney's fees, arising out of or resulting from the performance of the work described in this proposal excluding, however, claims, damages, losses, penalties and expenses which are caused by the negligence of Stenstrom Excavation and Blacktop Group or its agents or employees.

4.) Stenstrom Excavation and Blacktop Group does not include permits, testing, fees, bonds, seeding, landscaping, weed control, utility relocation or irrigation relocation unless specifically noted.

5.) Stenstrom Excavation and Blacktop Group reserves all lien rights permitted by law and this proposal gives notice that Stenstrom Excavation and Blacktop Group may record a lien against the property where the work is performed and not paid promptly. Owner agrees to pay all reasonable costs associated with collection including attorney fees.

6.) Stenstrom Excavation and Blacktop Group warranties its work (labor and construction methods) for one (1) year. Purchased materials including asphalt are not included.

RESOLUTION NUMBER: 21-31

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE ADMINISTRATIVE STAFF TO PERFORM NECESSARY VILLAGE BANKING FUNCTIONS

WHEREAS, the Village of Poplar Grove, Illinois ("Village") maintains a banking account at Solutions Bank ("Solutions Account"); and

WHEREAS, Donald Sattler has recently been elected as the Village President; and

WHEREAS, as a part of performing the duties and functions of Village President, Donald Sattler should be authorized as the main account holder for the Solutions Account, as an authorized signatory for the Solutions Account and authorized to perform banking transactions on behalf of the Village for the Solutions Account; and

WHEREAS, Carina Boyd is the Village Treasurer for the Village; and

WHEREAS, as a part of performing the duties and functions of Village Treasurer, Carina Boyd should be an authorized signatory for the Solutions Account and authorized to perform banking transactions on behalf of the Village for the Solutions Account; and

WHEREAS, Karri Anderberg has recently been elected as Village Clerk; and

WHEREAS, as a part of performing the duties and functions of Village Clerk, Karri Anderberg should be an authorized signatory for the Solutions Account and authorized to perform banking transactions on behalf of the Village for the Solutions Account; and

WHEREAS, Eric Miller has recently been elected as Village Trustee and currently serves as Chairperson of the Finance and Public Works Committee; and

WHEREAS, as a part of performing the duties and functions of Village Trustee and Chairperson of the Finance and Public Works Committee, Eric Miller should be an authorized signatory for the Solutions Account and authorized to perform banking transactions on behalf of the Village for the Solutions Account; and

WHEREAS, the Village currently invests a portion of the Village's revenues with the Illinois Funds Local Government Investment Pool operated by the Illinois State Treasurer's Office ("Illinois Funds"); and

WHEREAS, as a part of performing the duties of Village President, the Village President should be authorized as the main account holder for the Illinois Funds and should be authorized to execute such documents necessary to effectuate transfers between the Solutions Account and the Illinois Funds; and

WHEREAS, as a part of performing the duties and functions of Village Treasurer, the Village Treasurer should be authorized as an account holder for the Illinois Funds and should be authorized to execute such documents necessary to effectuate transfers between the Solutions Account and the Illinois Funds; and

WHEREAS, the Village currently maintains a banking account with Byron Bank ("Byron Account"); and

WHEREAS, as a part of performing the duties and functions of Village President, Donald Sattler should be authorized as the main account holder for the Bryon Account, be authorized as an authorized signatory for the Bryon Account, be authorized to execute such documents necessary to effectuate transfers between the Byron Account and the Solutions Account, and be authorized to perform banking transactions on behalf of the Village for the Bryon Account; and

WHEREAS, as a part of performing the duties and functions of Village Treasurer, Carina Boyd should be authorized as an authorized signatory for the Bryon Account, be authorized to execute such documents necessary to effectuate transfers between the Byron Account and the Solutions Account, and be authorized to perform banking transactions on behalf of the Village for the Bryon Account; and

WHEREAS, as a part of performing the duties and functions of Village Clerk, Karri Anderberg be authorized as an authorized signatory for the Bryon Account, be authorized to execute such documents necessary to effectuate transfers between the Byron Account and the Solutions Account, and be authorized to perform banking transactions on behalf of the Village for the Bryon Account; and

WHEREAS, as a part of performing the duties and functions of Village Trustee and Chairperson of the Finance and Public Works Committee, Eric Miller be authorized as an authorized signatory for the Bryon Account, be authorized to execute such documents necessary to effectuate transfers between the Byron Account and the Solutions Account, and be authorized to perform banking transactions on behalf of the Village for the Bryon Account; and

WHEREAS, the Village has determined it is in the best interest of the Village and its citizens to authorize the Village President and certain Village Administrative Staff to perform necessary Village banking functions.

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 authorizes the Village President and certain Village Administrative Staff to perform the necessary banking functions as outlined in the recitals.

3. The Village President and Village Clerk are authorized to sign and attest any and necessary documents to effectuate the foregoing.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS ____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2021

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

McMAHON
ENGINEERS ARCHITECTS

To: **The Finance Committee**

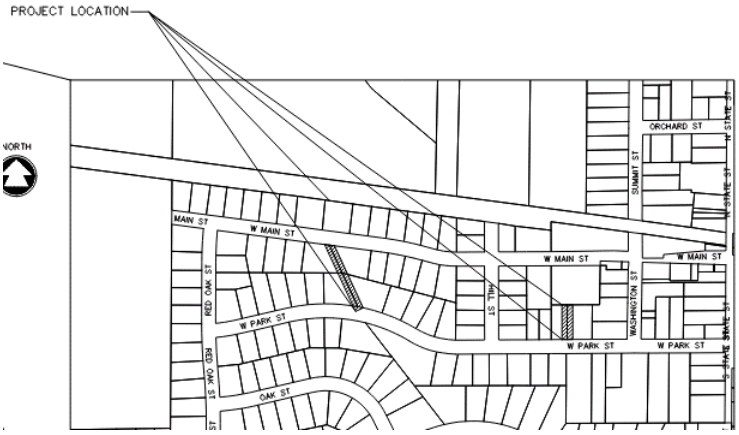
From: **Chris Dopkins, P.E. Village Engineer**

Re: **Park & Main Drainage Improvements**

Date: **May 5, 2021**

In 2014, the Village of Poplar Grove was awarded grant funds totaling $100,000 for the construction of a drainage improvements. Unfortunately, the State of Illinois froze the use of all grant funds later that year which prevented the Village from proceeding with the project. In 2020, the Administration made efforts to have the funding reauthorized and were successful in doing so. Therefore, we dusted off the plans from 2014, made a few updates and are now ready to go to letting.

To refresh your memories, the improvements are contained to the two drainage channels shown on the map. The easterly drainage way will be improved by the construction of a concrete low flow channel along with new culverts under Park Street. There will also be a new concrete low flow channel constructed in the ditch on the south side of Park from the new culvert pipes to the existing culvert pipes beneath the driveways, and the side slopes of the ditches will be regraded as well.



The westerly channel (through Sherman Oaks Subdivision) has a history soft ground conditions due to base flow (i.e., the nearly constant presence of groundwater) which has also led to invasive plant species taking over the area. The end result is that the residents are not able to mow the area which leads to overgrowth and further propagation of the invasive species. The planned improvements include the removal of the existing topsoil in order to remove the invasive species and provide new topsoil to facilitate new grass. A drain tile will be installed, and a decorative river rock will be placed over the drain tile trench (similar to the photo) in order to provide a means to lower the groundwater elevation. The area will be restored with new seeding and erosion control blanket to help the seed germinate.



Attached to this memorandum is a resolution that will authorize bid letting for the improvements. We would anticipate advertising for bids on or about May 21st, and opening bids on or about June 9th. Contract award would then occur in June. We do not want to plant seed until early September, so construction will not occur during the dry times of late July or August in order to properly time the planting of the new turf grass.

I look forward to discussing this item with the Committee and in the meantime please do not hesitate to contact me at 636-9590 with any questions. Thank you.

RESOLUTION 21-32

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE TO AUTHORIZE PUBLIC BID LETTING FOR THE MAIN STREET & PARK STREET DRAINAGE IMPROVEMENTS

WHEREAS, the Village of Poplar Grove, Illinois ("Village") has been awarded a grant for drainage improvements within the drainageways between Main Street & Park Streets; and

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

WHEREAS, plans and specifications for the Main Street & Park Street Drainage Improvements are ready for public bid letting; and

WHEREAS, the Village has determined that it is in the best interest of the Village and its citizens to undergo the public bid letting process to obtain proposals from contractors for the Main Street and Park Street Drainage Improvements as set forth herein.

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

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

2. The Village Engineer is hereby authorized to advertise the construction drawings and corresponding specifications for the Main Street and Park Street Improvements for public bid letting as provided by Ordinance, grant requirements, and State Statue.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

APPROVED_____, 2021

_____
VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK:_____

McMAHON
ENGINEERS ARCHITECTS

To: **The Finance Committee**

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

Re: **West Grove Park Improvements**

Date: **May 5, 2021**

As you are aware, the Village of Poplar Grove was awarded two grants totaling $40,000 for the construction of a new pavilion and unisex bathroom for West Grove Park. The Village was also awarded a grant from the Rockford Area Realtors Association to help fund the improvements as well, and we understand that the Village has budgeted $40,000 of local funding to match the grant dollars. As you will recall, the project was placed out for bid letting last year, but bid results were well over budget primarily due to the fact that sanitary sewer and potable water systems along Chicory Lane were not constructed as originally thought. In short, we were hoping to run the service lines for the restroom to Chicory Lane in order to save the cost of open cutting Chandan Blvd., however were forced to make the connection at Chandan as the sewer/water lines along Chicory simply do not exist.

We are wrapping up the design effort and it is time to authorize letting for the project. Specifically, we are awaiting pricing from material suppliers which has been slow to arrive which is most likely due to the price fluctuations and unknows in the steel market. Bottom line is this, we certainly do not wish to specify a structure that is well beyond the Village's budget.

Attached to this memorandum is a resolution that will authorize bid letting for the improvements. We would anticipate advertising for bids on or about May 25th, and opening bids on or about June 9th. Contract award would then occur in June. Construction would then occur after materials are delivered to the site.

I look forward to discussing this item with the Committee and in the meantime please do not hesitate to contact me at 636-9590 with any questions. Thank you.

RESOLUTION 21-33

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE TO AUTHORIZE PUBLIC BID LETTING FOR THE WEST GROVE PARK IMPROVEMENTS

WHEREAS, the Village of Poplar Grove, Illinois ("Village") has been awarded numerous grants for the construction of a new unisex bathroom and pavilion at West Grove Park; and

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

WHEREAS, plans and specifications for the West Grove Park Improvements will be ready for public bid letting on or about May 19, 2021; and

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

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

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

2. The Village Engineer is hereby authorized to advertise the construction drawings and corresponding specifications for the West Grove Park Improvements for public bid letting as provided by Ordinance, grant requirements, and State Statue.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

APPROVED_____, 2021

_____
VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK:_____

McMAHON
ENGINEERS ARCHITECTS

To: **The Finance Committee**

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

Re: **Miscellaneous Sanitary Sewer Repairs**

Date: **May 5, 2021**

The Village has been planning several sanitary sewer spot repairs as shown on the attached drawing. A number of these repairs were identified as part of the Phase II clean and televise program. Briefly, they are as follows:

- Park Street: There are a number of utilities (gas, electric and perhaps a water service) that have been directionally bored through the sanitary sewer on Park Street. The utilities will lowered or raised to resolve the conflict, and the sewer main will be repaired. It is worthwhile to note that the Village intends to seek reimbursement from the utilities where possible. There is also a severely offset joint approximately 50' from a manhole as well as a protruding tap. It only makes sense to make these repairs concurrently with the other work as they are in very close proximity to each other.
- Main/State: There are two repairs at this location. The first is a repair to the sanitary lateral to Moscoto's Pizza, it has failed and requires replacement. Under code, it is the Village's responsibility to make repairs to the portion of the service within the right of way. Second, there is a severely offset joint approximately 10' west of the manhole. It only makes sense to repair the offset concurrently with the repair to the Moscoto's Pizza lateral as again, they are in close proximity to each other.
- 306 South State: The service to this home has experienced settlement (or was not constructed properly) and is now to the point where it must be jetted every few months in order to function properly. Again, it is the Village's responsibility to make repairs to the portion of the service within the right of way.

This work will cost in excess of $25,000 and therefore the project must either be publicly bid, or a supermajority vote of the Board is needed to award a contract to complete the project. DPW Hilden and I both feel that it is a waste of resources to produce a fully engineered plan set, specification and contract manual for such a project like this that has such a small scope. It is our recommendation to prepare a simple set of drawings/specifications and obtain proposals from a number of qualified contractors, and award the contract with a supermajority vote. The attached Resolution will authorize Staff to obtain proposals from contractors which will then be brought to the Board in June for consideration. For clarity, no contracted work will be done until the Board has authorized the same.

I look forward to discussing this item with the Committee and in the meantime please do not hesitate to contact me at 636-9590 with any questions. Thank you.

OVERALL LOCATION MAP



RESOLUTION 21-34

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE TO AUTHORIZE OBTAINING PROPOSALS FOR MISCELLANIOUS SANITARY SEWER REPAIRS

WHEREAS, the Village of Poplar Grove, Illinois ("Village") has determined that approximately eight (8) spot repairs are needed to the Village's sanitary sewer system at various locations ("Miscellaneous Sanitary Sewer Repairs"); and

WHEREAS, pursuant to the Village's purchasing policies and State Statute, projects in excess of $25,000 are to be publicly bid or awarded with a supermajority vote of the Board of Trustees; and

WHEREAS, the Village is of the opinion that it is not necessary to complete detailed engineering drawings, specifications and contract documents as the scope of work can be conveyed via less formal means to obtain proposals from contractors to complete the work; and

WHEREAS, the Village has determined that it is in the best interest of the Village and its citizens to forego the public bid letting process and instead obtain proposals from contractors for the Miscellaneous Sanitary Sewer Repairs as set forth herein.

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

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

2. The Director of Public Works and/or the Village Engineer are hereby authorized to obtain proposals from qualified contractors to complete the Miscellaneous Sanitary Sewer Repairs.

3. Said proposals will be presented to the Board of Trustees for consideration and approval at a future regular meeting, and no work shall commence unless authorized by the Board of Trustees.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

APPROVED_____, 2021

_____
VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK:_____

VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

APPLICATION FOR VIDEO GAMING LICENSE(S)

Fee: $25.00 per terminal

Expires Annually June 30th

1. Applicant's (exact) Corporate Name: GREAT HIMALAYA LLC
2. D/B/A Name under which business is to be conducted: COUNTRYSIDE LIQUORS
3. Location of place of business where video gaming terminal(s) will be operated
   a. 13525 RTE 76, POPLAR GROVE, IL 61065
   (exact address by street and number)
   b. Bus. Phone No.: 815-765-0746
4. Name of Applicant: PARAG MODI Title: MANAGER
   Phone: [redacted]
5. Number of Video Gaming Terminals to be operated: 6
6. Type of Video Gaming Terminals to be operated: VIDEO SLOT MACHINE
7. Name of Licensed Video Gaming Terminal Operator(s): EMPIRE GAMING
8. Are you an Illinois Resident or duly authorized to conduct business within the State of Illinois?
   Yes X No _____
9. Have you made an application for a similar license for premises other than described in this location?
   Yes _____ No X If yes, give date, location of premises and disposition of application: _____
10. Has any license previously issued to you by State, Federal, or Local Authorities been revoked?
    Yes _____ No X If yes, state reasons therefore and date of revocation: _____

Please submit the following with application:

a. A copy of a valid Illinois Gaming Board License
b. A copy of a valid Illinois Liquor License
c. A twenty-five dollar ($25.00)license fee per terminal

Illinois State Gaming Board Terminal License Numbers for each terminal:

Terminal (1): #_____ Terminal (2): #_____ Terminal (3): #_____

Terminal (4): #_____ Terminal (5): #_____

Serial Numbers for each terminal:

Terminal (1): #_____ Terminal (2): #_____ Terminal (3): #_____

Terminal (4): #_____ Terminal (5): #_____

FOR OFFICE STAFF ONLY

Documentation Check List

Copy of Illinois Gaming Board's Application: _____

Copy of the license issued by the Illinois Gaming Board: _____

Village of Poplar Grove Liquor License number: _____

Village Board Approved / Date: _____

Village Clerk Signature : _____

VPG License Numbers Per Terminal:

Terminal (1) _____ **Terminal (2)** _____

Terminal (3) _____ **Terminal (4)** _____

Terminal (5) _____

Scientific Games Illinois Video Project Request Form V-G2S-6.1

Licensed Terminal Operator Information	
Terminal Operator	Empire Gaming, LLC
License Number	170602320
Contact Name	Sweeti Patel
Contact Number	2245958132
Email Address	[redacted]
Service Contact Name and Number	Sweeti Patel - 2245958132

Licensed Establishment Information	
Gaming License Name	GREAT HIMALAYA LLC
Business Name / DBA	COUNTRYSIDE LIQUORS
License Number	200701554
Street Address	13525 IL RTE 76
City / Zip	POPLAR GROVE / 61065
County	Boone

Project Request Form V-G2S-6.1
4-22-2021 - April IGB Meeting

5/13/21 15:25

Thursday, May 13, 202

SGI Projects

Scientific Games Communications Status (Action Needed for SGI Comms Equipment)	NEW Comms Install	SGI-Equipment Location: (Where is the SGI Equipment Located)	SHELF	GREAT HIMALAYA LLC-170602320-Empire Gaming, LLC-NEW Con

Gaming Machine Info	Add	Add Notes	Video Game Software Info	Beginning Hard Meters	Ending Hard Meters
Manufacture	NovoMatic	Software Name	NOV_B126_r42124	IN	
Model	NOV_FV640B_Panthera_2.27	Gameset	NOV_B126_r42124_30_92	OUT	
Serial Number	827921	Mac Address	AGI_SWAXB3B54B27	PLAYED	
IGB Tag Number	586067			WON	
RTT Approved Date					

Gaming Machine Info	Add	Add Notes	Video Game Software Info	Beginning Hard Meters	Ending Hard Meters
Manufacture	SG	Software Name	SG_TS_S2_Plus_373F_241J	IN	
Model	TwinStar	Gameset	SG_TS_S2_Plus_373F_241J_90	OUT	
Serial Number	5178928	Mac Address		PLAYED	
IGB Tag Number	561510			WON	
RTT Approved Date				#NAME?	

Gaming Machine Info	Add	Add Notes	Video Game Software Info	Beginning Hard Meters	Ending Hard Meters
Manufacture	WMS	Software Name	WMS_4078_SEBC_1030	IN	
Model	WMS_BLADE	Gameset	WMS_4078_SEBC_1030_90	OUT	
Serial Number	5155677	Mac Address		PLAYED	
IGB Tag Number	536320			WON	
RTT Approved Date					#NAME?

Gaming Machine Info	Add	Add Notes	Video Game Software Info	Beginning Hard Meters	Ending Hard Meters
Manufacture	ARI	Software Name	ATI_Monaco_IL_2.0.0.12	IN	
Model	Helix_Plus	Gameset	ATI_Monaco_IL_2.0.0.12_90	OUT	
Serial Number	VLT701983	Mac Address		PLAYED	
IGB Tag Number	562111			WON	
RTT Approved Date				#NAME?	#NAME?

Gaming Machine Info	Add	Add Notes	Video Game Software Info	Beginning Hard Meters	Ending Hard Meters
Manufacture	Inspired	Software Name	IGG_ILL_109_v1.2.0	IN	
Model	Valor	Gameset	IGG_ILL_109_v1.2.0_90	OUT	
Serial Number	1031274330	Mac Address		PLAYED	
IGB Tag Number	573069			WON	
RTT Approved Date				5/13/21 15:25	#NAME?

Gaming Machine Info	Add	Add Notes	Video Game Software Info	Beginning Hard Meters	Ending Hard Meters
Manufacture	SPI	Software Name	IGT_PNPP_10851_A2	IN	
Model	SPI_Cobalt	Gameset	IGT_PNPP_10851_A2_LOW	OUT	
Serial Number	2400507	Mac Address		PLAYED	
IGB Tag Number	573028			WON	
RTT Approved Date				5/13/21 15:25	#NAME?

Gaming Machine Info	Add	Add Notes	Video Game Software Info	/Date ->	
Manufacture		oftware/Versio			
RT Serial Number				SGI FST	SGI-COMM-Location:
IGB TAG Number				SGI OPERATOR	

Liquor License

Illinois
LIQUOR CONTROL COMMISSION
ilcc.illinois.gov

March 26, 2021

GREAT HIMALAYA LLC
COUNTRYSIDE LIQUORS
ATTN: DIXAL LOTWALA
7708 LAKE ST
MORTON GROVE IL 60053-1840

Letter ID: L1637398000

License No.: 1A-1134623
Expiration Date: 05/31/21
License Type: RETAILER
Account ID: 42513898

The State of Illinois Liquor License must be FRAMED and displayed on the licensed premises in plain view of the general public.

Letter ID: L1637398000

STATE OF ILLINOIS
LIQUOR CONTROL COMMISSION
Governor JB Pritzker

1A-1134623
License Number

IN ACCORDANCE WITH THE LIQUOR CONTROL ACT OF 1934, THIS CERTIFIES THAT:
GREAT HIMALAYA LLC COUNTRYSIDE LIQUORS 13525 IL ROUTE 76 POPLAR GROVE IL 61065-8815 Boone

HAS PAID ALL FEES AND IS ISSUED A LICENSE IN THE FOLLOWING CLASS:	RETAILER COMBINED
ISSUE DATE:	04/20/20 Effective: 06/01/20
THIS LICENSE EXPIRES ON:	**05/31/21**

THIS LICENSE MUST BE FRAMED AND HUNG IN PLAIN VIEW IN A CONSPICUOUS PLACE ON THE LICENSED PREMISES.

Sales Tax Acct # 42513898

THIS LICENSE NOT TRANSFERABLE AS TO PRINCIPAL

Warehouse: N/A

STATE OF ILLINOIS

ILLINOIS GAMING BOARD

VIDEO GAMING ESTABLISHMENT LICENSE

GREAT HIMALAYA LLC - 200701554
d/b/a COUNTRYSIDE LIQUORS
13525 IL RTE 76
POPLAR GROVE, IL 61065

License No:	200701554
Date Issued:	04/21/2021
Expiration Date:	04/2022

This certifies that the entity listed above is hereby issued a Video Gaming Establishment License as authorized by Illinois Gaming Board Adopted Rules. All Video Gaming Establishment licensees are subject to, and must abide by, all provisions of the Video Gaming Act and Illinois Gaming Board Rules, including but not limited to 11 Illinois Administrative Code Sections 1800.250(e) and 1800.420(b).

Marcus D. Fruchter
Administrator

RESOLUTION NUMBER: 21-35

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS APPOINTING CERTAIN VILLAGE OFFICERS

WHEREAS, the Village of Poplar Grove, Illinois ("Village") has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, rules, and regulations; and

WHEREAS, in accordance with Chapter 6—Village Officers and Employees, Section 1-6-3—Appointment of Officers, all Officers of the Village (whose election is not otherwise provided for) shall be appointed by the Village President, by and with the advice and consent of the Board of Trustees; and

WHEREAS, to fulfill the duties and responsibilities set forth in Article B—Village Treasurer, the Village President desires to appoint Carina Boyd to serve as Village Treasurer for the Village; and

WHEREAS, to fulfill the duties and responsibilities set forth in Article C—Public Works Director, the Village President desires to appoint Mitch Hilden to serve as Public Works Director for the Village; and

WHEREAS, in accordance with Article E—Village Attorney, Section 1-6E-1—Office; Appointment; Term, the Village President desires to appoint the law firm of Sosnowski Szeto, LLP to serve as Village Attorney; and

WHEREAS, in accordance with Article F—Village Engineer, Section 1-6F-1—Office; Appointment; Term, the Village President desires to appoint the engineering firm of McMahon Associates, Inc. to serve as Village Engineer.

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

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

2. The Village President hereby appoints Carina Boyd to the position of Village Treasurer.

3. The Village President hereby appoints Mitch Hilden to the position of Village Public Works Director.

4. The Village President hereby appoints the law firm of Sosnowski Szeto, LLP as Village Attorney.

5. The Village President hereby appoints the engineering firm of McMahon Associates, Inc. as Village Engineer.

6. The Village President and Village Clerk are authorized to sign and attest any and necessary documents to effectuate the foregoing.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2021

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK