VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, February 17, 2021 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

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 Village Board meeting minutes from January 20, 2021

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.*

PROCLAMATION

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

FINANCE AND PUBLIC WORKS, TRUSTEE MILLER

5. Motion to approve check disbursement in the amount of $149,869.80 in AP checks, $12,219.22 in Insurance Expense checks, and $7,853.15 in EFTS. Grand Total: $169,942.17
6. Motion to approve **Resolution 21-04** a resolution of the Village of Poplar Grove, Illinois approving an engagement agreement with Lauterbach & Amen LLP for financial audit services

7. Motion to approve **Resolution 21-05** a resolution of the Village of Poplar Grove, Illinois to approve and authorize the Village President to execute an agreement with Bufalo Contracting, Inc for restoration and remodeling services
8. Motion to approve **Resolution 21-06** a resolution of the Village of Poplar Grove resolving enter into a professional service agreement for design and construction engineering services for the 2021 Pavement Maintenance program
9. Motion to approve **Resolution 21-07** a resolution of the Village of Poplar Grove, Illinois to approve and authorize the purchase and installation of additional office workstations and seating with Boss office Products

ADMINISTRATION & ZONING, TRUSTEE QUIMBY

10. Motion to approve **Resolution 21-08** a resolution of the Village of Poplar Grove, Illinois to approve and authorize the Village President to execute a renewal agreement with Tilford's Auto and Truck Service Center for towing service

OLD BUSINESS

11. Motion to approve **Resolution 21-01** a resolution of the Village of Poplar Grove, Illinois to approve and authorize the advancement of funds to downstate stabilization program grantee Mortimer Enterprises, LLC series D/B/A Mortimer's Roadhouse & Grill

NEW BUSINESS

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

GOOD OF THE VILLAGE

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

ADJOURNMENT (Voice Vote)

KJA 2/15/2021

VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, January 20, 2021 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

MINUTES

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)
No Phone Participation

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

APPROVAL OF MINUTES (Voice Vote)

1. Motion to approve minutes from the December 16, 2020 Village Board meeting.
   Motion made by Trustee Goings, Seconded by Admin Trustee Quimby. Motion passed by voice vote.

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

No Public Comment

ADMINISTRATION & ZONING, TRUSTEE QUIMBY

FINANCE AND PUBLIC WORKS, TRUSTEE MILLER

2. Motion to approve Ordinance 21-01 an ordinance of the Village of Poplar Grove, Illinois authorizing the village to sell surplus village property
   Motion made by Finance Trustee Miller, Seconded by Admin Trustee Quimby.
   Voting Yea: Finance Trustee Miller, Admin Trustee Quimby, Trustee Goings, Trustee Allgood, Trustee Wehrle

3. Motion to approve **Resolution 21-01** a resolution of the Village of Poplar Grove, Illinois to approve and authorize the advancement of funds to downstate stabilization program grantee Mortimer Enterprises, LLC series D/B/A Mortimer's Roadhouse & Grill
   Motion made by Finance Trustee Miller, Seconded by Trustee Wehrle.
   Voting Yea: Finance Trustee Miller, Admin Trustee Quimby, Trustee Goings, Trustee Allgood, Trustee Wehrle
   Trustee Goings is concerned that the state has not given the Village the Grant agreement from the State.

   Trustee Miller would like Treasurer Boyd to reach out to the State to see the status and Clerk Anderberg to reach out to other municipalities that also have businesses that were awarded a Down State Grant to see if they have been given a grant agreement or been awarded money.
   Motion made by Finance Trustee Miller, Seconded by Trustee Allgood to table Resolution 21-01 to the February Village board meeting.
   Voting Yea: Finance Trustee Miller, Admin Trustee Quimby, Trustee Goings, Trustee Allgood, Trustee Wehrle

4. Motion to approve **Resolution 21-02** a resolution of the Village of Poplar Grove, Illinois approving the local cure economic support grant program
   Motion made by Finance Trustee Miller, Seconded by Admin Trustee Quimby.
   Voting Yea: Finance Trustee Miller, Admin Trustee Quimby, Trustee Goings, Trustee Allgood, Trustee Wehrle

5. Motion to approve **Resolution 21-03** a resolution of the Village of Poplar Grove to authorize public bid letting for new public works building and demolition of the former Forrest Pallett building
   Motion made by Finance Trustee Miller, Seconded by Admin Trustee Quimby.
   Voting Yea: Finance Trustee Miller, Admin Trustee Quimby, Trustee Goings, Trustee Allgood, Trustee Wehrle

6. Motion to approve Check disbursement in the amount of $181,701.97 in in AP checks, $13,001.79 in Insurance Expense checks, and $7,853.15 in EFTS. Grand Total: $202,556.91
   Motion made by Finance Trustee Miller, Seconded by Trustee Allgood.
   Voting Yea: Finance Trustee Miller, Admin Trustee Quimby, Trustee Goings, Trustee Allgood, Trustee Wehrle

NEW BUSINESS

7. Motion to approve the Final Plat of Lot BB Re-plat lots 242 & 243 Candlewick Lake Unit No. 5 Being a re-plat of lots 242 and 243 of Candlewick Lake unit No. 5 being a Subdivision of portions of Sections 22 & 27, Township 45 North, Range 3 East of the Third Principal Meridian Boone County, Illinois
   Motion made by Admin Trustee Quimby, Seconded by Trustee Goings.
   Voting Yea: Finance Trustee Miller, Admin Trustee Quimby, Trustee Goings, Trustee Allgood, Trustee Wehrle

8. Motion to approve the Final Plat of Lot HH Re-plat of sheet 3 Candlewick Lake Unit No. 6 Being a re-plat of lots 38 and 39 of re-plat of sheet 3 Candlewick Lake unit No. 6 being a Subdivision of portions of Sections 22, 26 & 27, Township 45 North, Range 3 East of the Third Principal Meridian Boone County, Illinois
   Motion made by Trustee Goings, Seconded by Finance Trustee Miller.
   Voting Yea: Finance Trustee Miller, Admin Trustee Quimby, Trustee Goings, Trustee Allgood, Trustee Wehrle

9. Motion to approve the Final Plat of Lot Z Candlewick Lake Unit No. 3 Being a re-plat of lots 45 and 46 of Candlewick Lake unit No. 3 being a Subdivision of portions of Sections 22, 26 & 27, Township 45 North, Range 3 East of the Third Principal Meridian Boone County, Illinois
   Motion made by Finance Trustee Miller, Seconded by Trustee Allgood.
   Voting Yea: Finance Trustee Miller, Admin Trustee Quimby, Trustee Goings, Trustee Allgood, Trustee Wehrle

GOOD OF THE VILLAGE

10. Administration and Zoning - Monday February 8, 2021 - 6:30 pm

Finance and Public Works - Monday February 8, 2021 - 6:30 pm
Board of Trustees - Wednesday February 17, 2021 - 7:00 pm
Planning and Zoning- Wednesday February 24, 2021 - 6:00 pm
2021 Budget Workshop - Thursday February 25, 2021 - 6:00 pm

ADJOURNMENT (Voice Vote)

Motion made by Trustee Goings, Seconded by Admin Trustee Quimby. Motion passed by vote. Meeting adjourned at 7:45pm

Proclamation

HONORING WALTER PETROSKE ON HIS 100th BIRTHDAY

WHEREAS, Walter Petroske, WWII Veteran Sergeant, US Army will be honored by friends and relatives on February 10, 2021 in celebration of his 100th birthday; and

WHEREAS, Walter Petroske was born in Butternut Wisconsin on February 10, 1921;

WHEREAS, Walter Petroske married Stella Petroske on June 29,1946 and they remained happily married for 61 years until Stella's death;

WHEREAS, Walter Petroske and Stella Petroske were blessed with three children, Charlotte Kennedy, Wayne Petroske and Janice Kennedy; and six grandchildren and six great-grandchildren; and many nieces and nephews;

WHEREAS, Walter Petroske served his country with valor in the United States Army in World War II;

WHEREAS, Walter Petroske worked at Simonds Saw and Steel as a Shipping and Receiving Clerk, in Chicago, Illinois for over 40 years until this retirement 38 years ago; and

WHERAS, Walter Petroske received a commendation of bravery from the Village of Niles for saving a neighbor from a house fire in 1982;

WHEREAS, Walter Petroski has lived during the most eventful century of this nation's history and has been a model and inspiration to his family and to those who have known him;

NOW, THEREFORE, by virtue of the authority vested in me as Village President of the Village of Poplar Grove, Illinois, I do hereby proclaim February 10, 2021 AS WALTER PETROSKE DAY IN THE VILLAGE OF POPLAR GROVE; and on behalf of the Village Board and citizens of Poplar Grove, I offer sincere congratulations and best wishes to Mr. Petroske for many more happy days in the future to share with family and friends.

IN WITNESS WHEREOF, I do hereby set my hand and cause the great seal of the Village of Poplar Grove State of Illinois to be affixed this 10th day of February, 2021.

Owen Costanza
Village President

Karri Anderberg
Village Clerk

VILLAGE OF POPLAR GROVE
VILLAGE
SEAL
BOONE CO ILLS


LAND OF LINCOLN
M 993233
ILLINOIS
HOME
OF THE
VIKINGS
NORTH BOONE VIKINGS
TRACK & FIELD




NORTH BOONE
SCHOOL DISTRICT 200

OFFICIAL PROCLAMATION

COMMENDING

TREVOR HADA
EAGLE SCOUT

WHEREAS, the Village of Poplar Grove would like to commend TREVOR HADA for achieving scouting's highest rank award of Eagle Scout; and

WHEREAS, his personal dedication and hard work in achieving Eagle Scout shows great promise toward his future endeavors; and

WHEREAS, TREVOR HADA constructed a trophy case and trail for the North Boone Music Department which will benefit the community, and residents, for years to come; and

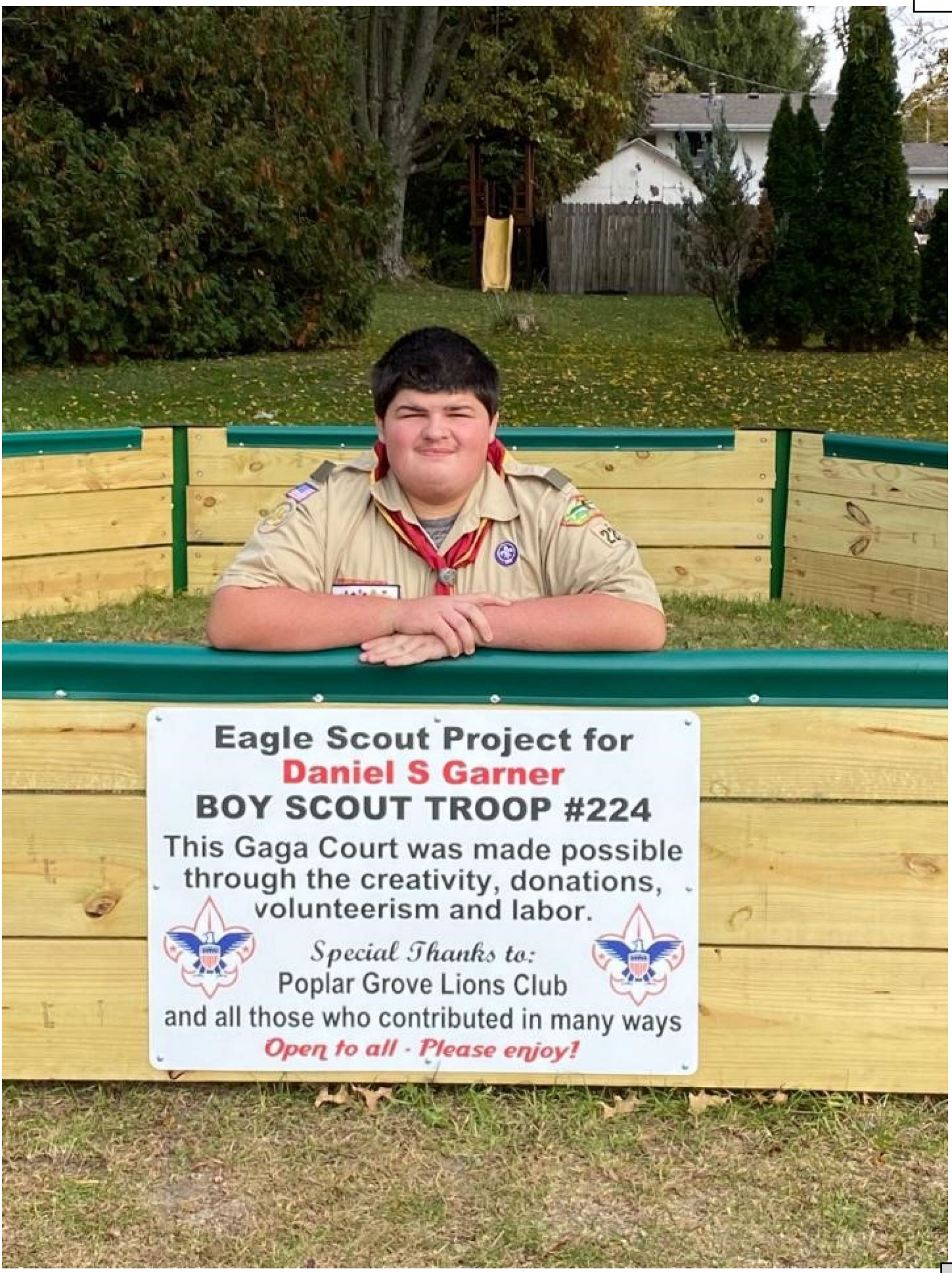
WHEREAS, the Village hereby extends extreme gratitude for this gift.

NOW THEREFORE BE IT RESOLVED, that the Village of Poplar Grove does officially and formally recognize the outstanding achievement of Trevor Hada.

Signed this 17th day of February, 2021

_____
Karri Anderberg, Village Clerk

_____
Owen Costanza, Village President


Eagle Scout Project for
Daniel S Garner
BOY SCOUT TROOP #224
This Gaga Court was made possible through the creativity, donations, volunteerism and labor.
Special Thanks to:
Poplar Grove Lions Club
and all those who contributed in many ways
Open to all - Please enjoy!



OFFICIAL PROCLAMATION

COMMENDING

DANIEL S. GARNER
EAGLE SCOUT

WHEREAS, the Village of Poplar Grove would like to commend DANIEL S. GARNER for achieving scouting's highest rank award of Eagle Scout; and

WHEREAS, his personal dedication and hard work in achieving Eagle Scout shows great promise toward his future endeavors; and

WHEREAS, DANIEL S. GARNER constructed a gaga ball court for the Village of Poplar Grove which will benefit the community, and residents, for years to come; and

WHEREAS, the Village hereby extends extreme gratitude for this gift.

NOW THEREFORE BE IT RESOLVED, that the Village of Poplar Grove does officially and formally recognize the outstanding achievement of Daniel S. Garner.

Signed this 17th day of February, 2021

_____

Karri Anderberg, Village Clerk

_____

Owen Costanza, Village President

Lauterbach & Amen, LLP
CERTIFIED PUBLIC ACCOUNTANTS
668 N. RIVER ROAD • NAPERVILLE, ILLINOIS 60563
PHONE 630.393.1483 • FAX 630.393.2516
www.lauterbachamen.com

January 18, 2021

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

We are pleased to confirm our understanding of the services we are to provide the Village of Poplar Grove, Illinois for the year ended April 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Village as of and for the year ended April 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Village's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited: management's discussion and analysis, the budgetary comparison schedules, pension plan employer contribution schedules, and changes in the employer's net pension liability schedules.

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

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information: introductory information.

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Village's financial statements. Our report will be addressed to the Board of Trustees of the Village. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

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

Audit Procedures – General (Continued)

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the Village and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures – Compliance

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

Other Services

We will also assist in preparing the financial statements and required audit adjustments, if any, for the Village in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation in the financial statements in conformity with U.S. generally accepted accounting principles.

Management Responsibilities (Continued)

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

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

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

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

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

Engagement Administration, Fees, and Other

Our fees for the April 30, 2021 audit will be $16,900.

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

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

Cordially,

Lauterbach & Amen, LLP

LAUTERBACH & AMEN, LLP

RESPONSE:

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

By: _____

Title: _____

RESOLUTION NUMBER: 21-04

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

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

WHEREAS, the Village desires to engage the services of Lauterbach & Amen LLP to perform the annual audit for fiscal year May 1, 2020 – April 30, 2021; and

WHEREAS, Lauterbach & Amen LLP has provided an engagement agreement outlining the auditing services which will be provided for a fee of $16,900.00, a copy of which is attached hereto as Exhibit A, and incorporated herein; and

WHEREAS, the Village now desires to approve the engagement agreement.

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

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

2. The Village hereby approves the engagement agreement with Lauterbach & Amen for costs not to exceed $16,900.00, 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

RESOLUTION NUMBER: 21-05

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS TO APPROVE AND AUTHORIZE THE VILLAGE PRESIDENT TO EXECUTE AN AGREEMENT WITH BUFALO CONTRACTING, INC. FOR RESTORATION AND REMODELING SERVICES

WHEREAS, the Village of Poplar Grove, Illinois ("Village") has determined it is necessary to retain a contractor to perform general restoration and remodeling services at Village Hall; and

WHEREAS, the Village desires to retain Bufalo Contracting, Inc. to perform said restoration and remodeling work at Village Hall; and

WHEREAS, pursuant to Section 1-10-3 of the Village of Poplar Grove's Code of Ordinances ("Village Code"), in accordance with Subsection C, Category B, Non-Emergency purchases,

> "Purchases between $2,501.00 and the state limit require three written quotes and the approval of the Village Administrator, Village Treasurer and Village President. Physical records regarding dates, contacts, and quotes received should be retained in the Department's files. Due diligence must be done to obtain three written quotes. If three written quotes are unable to be obtained, formal approval from the Village Administrator, Village Treasurer, and Village President must be obtained prior to purchase."; and

WHEREAS, in accordance with the Village Code, the Village solicited three (3) quotes for the restoration and remodeling work at Village Hall; and

WHEREAS, Bufalo Contracting, Inc. submitted the lowest quote for the restoration and remodeling work related to the project at Village Hall attached hereto as Exhibit A and incorporated herein ("Quote"); and

WHEREAS, the Village desires to enter into a contract with Bufalo Contracting, Inc. for the restoration and remodeling work at Village Hall; and

WHEREAS, the Village and Bufalo Contracting, Inc. have reached an accord as to the terms and conditions upon which Bufalo Contracting, Inc. will provide said restoration and remodeling work at Village Hall 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 Bufalo Contracting, Inc. for restoration and remodeling services at Village Hall in the amount of Seventeen Thousand and Five Hundred Dollars ($17,500.00) 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: QUOTE

EXHIBIT B: AGREEMENT

AMENDMENT TO CONTRACT PROPOSAL

THIS AMENDMENT TO CONTRACT ("Amendment") is dated this ___ day of February, 2021 and is by and between the Village of Poplar Grove, an Illinois municipal corporation ("Village"), and Bufalo Contracting. ("Bufalo") and is intended to amend the Contract Proposal dated February 10, 2021, between the Village and Bufalo.

RECITALS:

WHEREAS, Bufalo provided the Village a quote for general contracting and restoration services on February 2, 2021 ("Quote"); and

WHEREAS, Bufalo provided the Village with a revised quote and contract proposal for the provision of additional contracting and restoration services in the form of cabinet painting and the installation of shelving doors on February 10, 2021 ("Contract Proposal"); and

WHEREAS, the Village and Bufalo desire to make certain amendments to the Contract Proposal terms; and

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

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 Proposal was amended to reflect the following changes:

   A. The Proceeds Breakdown section has been stricken;

   B. The redlined portions of Clause 1, the entirety of Clause 11, and the entirety of Clause 14 have been stricken; and

   C. Any and all references containing the following language: "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" have been stricken.

3. The Contract Proposal is hereby amended to reflect the following:

   A. Bufalo will commence construction of the work and services set forth in the Contract by no later than _____, _____ and shall complete such work by no later than _____, _____. Such commencement and completion dates may be amended by written agreement of both parties hereto.

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

7. 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.

_____ _____

By: Owen Costanza
Village President

By:_____

ATTEST:

Its:_____

_____
Karri Anderberg
Village Clerk

Bufalo Contracting - General Contracting Services

779.368.0256 Main Office
779.368.0349 Fax

Insured:	Village Hall pf Poplar Grove
Property:	200 N Hill St 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:	1/26/2021 2:44 PM

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

Bufalo Contracting - General Contracting Services
779.368.0256 Main Office
779.368.0349 Fax

200-N-HILL-ST-1-1

Office 1, 2, 3 and hallway

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Office 1, 2, 3 and hallway	**1.00 EA @**	**11,650.00 =**	**11,650.00**
-Paint -Base removal and patch -R&R carpet and base -R&R cabinets and counter tops -Install new vinyl floor hallway -Install 4 new electrical outlets			

Bathrooms

DESCRIPTION	QTY	UNIT PRICE	TOTAL
2. Bathrooms	**1.00 EA @**	**1,725.00 =**	**1,725.00**
-Repaint walls			

Main Entrance

DESCRIPTION	QTY	UNIT PRICE	TOTAL
3. Main Entrance	**1.00 EA @**	**2,925.00 =**	**2,925.00**
-Repaint main entrance			

Bufalo Contracting - General Contracting Services

779.368.0256 Main Office
779.368.0349 Fax

Summary for Dwelling

Line Item Total	16,300.00
Replacement Cost Value	**$16,300.00**
Net Claim	**$16,300.00**

Peter Girardin
Estimator

Bufalo Contracting
EXCELLENCE IS OUR EDGE

WWW.BUFALOCONTRACTING.COM

1-855-5BUFALO (28-3256)

779.368.0256

Materials Specifications Contract

Customer: Poplar Grove Village Hall Phone: (815) 765-3201

Address: 200 n Hill St. Work Phone: _____

City / State: Poplar Grove, IL Zip: 61065

ROOFING

Brand / Style of Shingle: _____ Color of Shingle: _____

Pitch: _____ Story(s) _____ No. of Layers _____ Tear Off: YES ☐ NO ☐

Felt: 15lb ☐ 30lb ☐ Other: _____ ☐ Replace Pipe Collars ☐ Drip Edge _____ Color

☐ Vents: Type/Color _____ ☐ Wall Flashing ☐ Valley Flashing, Color _____

☐ Ice/Water _____ ☐ Wood Replacement, if incurred $ 50 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 _____ w/Wraps: ea. _____ Color: _____ Smooth / PVC

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

Special Instructions : _____

GUTTERS

Gutters: ☐ 5" ☐ 6" ☐ Replace All ☐ Other _____ Color: _____

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

☐ Gutter Screens : Type: _____ Color _____ Linear Ft _____

Special Instructions: _____

OTHER

Please see addendum (Titled) Bufalo Estimate 200-N-Hill-St-1-1 3 of 3 Initials _____

Proceeds Breakdown

[redacted]

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 _____ Representative Signature 2-10-2021 Date

X _____ Management Approval Date

initials

[redacted]

DOC: 1B

[redacted] 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.

[redacted]

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.

[redacted]

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.

[redacted]

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.

[redacted]

McMAHON
ENGINEERS ARCHITECTS

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

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

Re: **2021 Pavement Maintenance Program**

Date: **February 3, 2021**

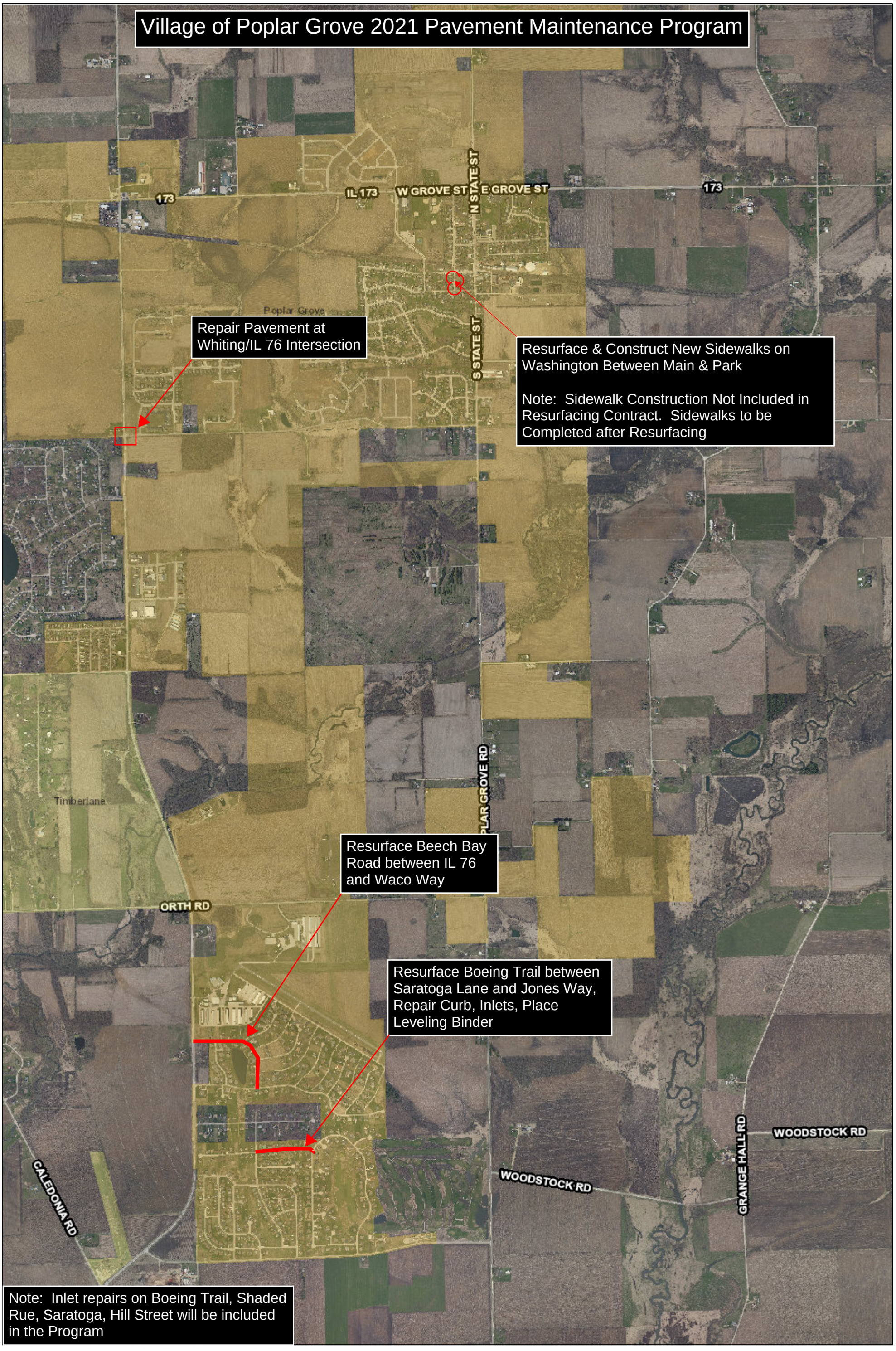
Staff has been working on the 2021 Pavement Maintenance Program, and attached is a map that depicts the proposed improvements which are generally described as follows:

- Boeing Trail between Titleist and Saratoga. Scope of work is to remove/replace areas of curbing that have settled, adjust the manholes to grade and install chimney seals where needed, install leveling binder where the pavement has settled and resurface the roadway. Opinion of probable construction cost is $85,000. Please note that this section of Boeing was bid as an alternate in the 2020 Pavement Maintenance Program, so the engineering is already completed.
- Washington Street between Main and Park: Scope of work is to resurface Washington Street and to further construct the feasible ADA ramps to accommodate future sidewalk improvements. The sidewalk improvements will be constructed under separate contract after the resurfacing is complete. Opinion of probable construction cost is $30,000.
- Beech Bay: Scope of work is to resurface Beech Bay between IL 76 and Waco. The Village identified this project as a need back in 2017 and now has funding for the project. Opinion of probable construction cost is $75,000.
- IL 76/Whiting Road Intersection: There is a section of pavement that is shoving at the intersection. The area that is shoving (and surrounding area) will be milled and the pavement will be patched. Opinion of probable construction cost is $7,000.
- Inlet and manhole repairs at various locations, approximately $13,000 in repairs will be done. Our intent is to repair as many inlets as the budget will allow.

Attached to this memo is a resolution to authorize engineering services for the 2021 Pavement Maintenance Program. Assuming approval at the February Board Meeting, we would anticipate obtaining IDOT approval of the bid specifications in early April, and please note that this is weather dependent as some surveying that is needed to design the ADA ramps. Surveying will be completed as soon as the snow cover is reduced to the point where we can complete the survey efficiently. Bid letting will then occur in April with a May bid opening. Construction contract will then be awarded in May (or June if weather is uncooperative) and construction would begin on or about June 14th and would be complete by the end of July.

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

Village of Poplar Grove 2021 Pavement Maintenance Program



N
W E
S

WinGIS cannot and does not warrant the accuracy of: property and boundary lines, dimensions of parcels and lots, location of structures or improvements, and topographic or geologic features on the land. Only on-site verification or field surveys by a licensed

0 1,950 3,900 Feet

SCALE: 1:23,450

WIN GIS
Winnebago County Geographic Information System

RESOLUTION 21-06

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE RESOLVING ENTER INTO A PROFESSIONAL SERVICE AGREEMENT FOR DESIGN & CONSTRUCTION ENGINEERING SERVICES FOR THE 2021 PAVEMENT MAINTENANCE PROGRAM

WHEREAS, the Village of Poplar Grove, through successful funding initiatives, is dedicated to rebuilding and maintaining streets through its Road Maintenance Program; and

WHEREAS, the Village has identified the need to provide pavement maintenance to various roadways within the Village; and

WHEREAS, pursuant to State Statute, public works projects in excess of $25,000 are to be publically bid or awarded via supermajority vote of the Board of Trustees; and

WHEREAS, it is necessary to prepare plans, contract documents and specifications to undergo the public bidding process; and

WHEREAS, Village desires to begin design engineering for the 2021 Pavement Maintenance Program; and

WHEREAS, the Village has determined that it is in the best interest of its citizens to complete the work as herein described above.

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

1. The above recitals are incorporated herein and made part hereof.
2. The Village hereby approves the professional service agreement hereto as Exhibit A and made part of this resolution.
3. The Village President is hereby authorized to sign the professional service agreement for the 2021 Pavement Maintenance Program.
4. The Village Clerk of Poplar Grove shall attest the same after the signature of the Village President.

Adopted this 17th day of February 2021.

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

Exhibit A

AGREEMENT
For Professional Services

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

Date: February 3, 2021

McM. Project No. M0032-7-21-00001

PROJECT DESCRIPTION: 2021 Village Wide Pavement Maintenance Program. Project is to include HMA resurfacing of roadways, patching, shouldering improvements, adjustment of manholes/valve boxes, milling of butt joints, ADA upgrades to existing sidewalk ramps, removal/replacement of curbing and miscellaneous inlet repairs. Proposed construction budget for the program is approximately $210,000. Approximately $180,000 of the program will be funded with Motor Fuel Tax funds and therefore the design and construction for the entire program must be complaint with MFT procedures.

SCOPE OF SERVICES: Field measurement and assessment of roads, curbing and inlets identified by the Village of Poplar Grove in order to determine contract quantities. Provide topographic survey of for ADA ramp improvements and design of ADA ramp improvements. Provide specifications, contract and bidding documents in accordance with Motor Fuel Tax Fund procedures for use in bidding and construction phases. Provide review of bids, answer contractor questions during bid phase, conduct pre-bid meeting, and prepare written recommendation to the Village Board for contract award, prepare contracts for Village and Contractor signature. Conduct pre-construction meeting; provide construction engineering services on a part time, as-needed basis or as otherwise requested by the Village of Poplar Grove.

SPECIAL TERMS (Refer Also To General Terms & Conditions - Reverse Side)
Village of Poplar Grove is responsible for bid advertisement costs, and material testing costs if desired by the Village. Services and Compensation sections contained in this agreement, as well as any memorandum, letters, and other written and verbal correspondence and dialog pertaining to this agreement are considered confidential and proprietary, and shall not be released or otherwise made available to any 3rd party without the express written consent of McMahon Associates, Inc.

COMPENSATION (Does Not Include Permit Or Approval Fees)

☐ Rates Per Attached Fee Schedule
☐ Lump Sum: $
☒ Other: Time and Expense (estimated @ $18,000.00, this estimate is for planning purposes only, actual cost may vary from estimate due to circumstances beyond the control of the Village, Contractor and McMahon Associates, Inc.)

The Agreement Fee Is Firm For Acceptance Within Sixty (60) Days From Date Of This Agreement.

COMPLETION SCHEDULE: Documents to be completed in time to advertise for bid letting and award bid on May 19, 2021, unless weather conditions dictate otherwise. Construction is expected to occur in June and July of 2021.

ACCEPTANCE:
The General Terms & Conditions Outlined On The Back Of This Page And The Scope Of Services Defined In The Above Agreement Are Accepted, and McMAHON ASSOCIATES, INC. Is Hereby Authorized To Proceed With The Services.

☐ This Agreement Confirms Our Written Proposal, Dated: _____
☐ This Agreement Confirms Our Verbal Estimated On: _____

OWNER: ***Village of Poplar Grove***

By: _____

Title: Village President
Date: February 17, 2021

McMAHON ASSOCIATES, INC.
Machesney Park, Illinois

By: _____

Christopher D. Dopkins, P.E.
Title: Associate/Municipal & Civil Engineer
Date: February 17, 2021
Project Manager: CDD

Please Return One Copy For Our Records
1700 Hutchins Road / Machesney Park, IL 61115
(815)636-9590 / (815)636-9591 - FAX

ID. \FORMS\SF-AGREE.MCM -***File To: VPG/P0013/CONTRACTS/2021 Maintenance***

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 the Owner. McMAHON shall have no responsibility for such issues or resulting damages.

RESOLUTION NUMBER: 21-07

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS TO APPROVE AND AUTHORIZE THE PURCHASE AND INSTALLATION OF ADDITIONAL OFFICE WORKSTATIONS AND SEATING WITH BOSS OFFICE PRODUCTS

WHEREAS, the Village of Poplar Grove, Illinois ("Village") has determined it is necessary to replace workstations and seating for purposes of employee safety necessitated by the COVID-19 pandemic; and

WHEREAS, the Village entered into an agreement with Boss Office Products, Inc. ("Boss") for the purchase and installation of workstations and seating; and

WHEREAS, Boss has submitted Estimate No. 3091 which lists additional office furniture and equipment necessary, a copy of the Estimate is attached hereto as Exhibit A and incorporated herein ("Estimate"); and

WHEREAS, the Village desires authorize payment for the Estimate in the amount of $6,670.49; 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 Estimate No. 3091 with Boss Office Products, Inc. in the amount of $6,670.49 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: ESTIMATE NO. 3091

BOSS OFFICE PRODUCTS INC.
110 W. Woodstock St.
Crystal Lake, IL 60014
Phone: 815-356-8915
Fax: 815-356-8742
info@bossofficepro.com
www.bossofficepro.com

Estimate

DATE	ESTIMATE NO.
2/1/2021	3091

NAME / ADDRESS
Village of Poplar Grove 200 N Hill Street Poplar Grove, IL 60165 ATTN: Carina Boyd

PROJECT

DESCRIPTION	QTY	COST	TOTAL
AREA S ESTIMATED: Village Clerk Office and Village Treasurers Office PRODUCT ESTIMATED: 1. Work Surfaces are New custom cut HP laminate with a 2MM edge banding 2. Pedestals (BBF & FF) are 24"dp, Lateral Files and cylinder leg supports are Refurbished Steelcase Answer series all locking. 3. Overhead bins are Steelcase Avenir 70"w with double retractable door, task light and fabric tackboard--All bins are wall mounted. NOTE: SEE FLOOR PLAN PROVIDED FOR ITEM DETAIL AND LOCATION A. VILLAGE CLERKS OFFICE			
VILLAGE CLERK'S OFFICE: L shaped configuration with radius. Overall dimension: 84"x84" with a 15"x66" acrylic frosted modesty panel.	1	1,850.44	1,850.44T
LATERAL FILE: Refurbished Steelcase 2dr 30"w Lateral File locking with 20"x30" work surface over.	1	375.00	375.00T
		CL Sales Tax (0.0%)	
		TOTAL	

BOSS OFFICE PRODUCTS INC.
110 W. Woodstock St.
Crystal Lake, IL 60014
Phone: 815-356-8915
Fax: 815-356-8742
info@bossofficepro.com
www.bossofficepro.com

Estimate

DATE	ESTIMATE NO.
2/1/2021	3091

NAME / ADDRESS
Village of Poplar Grove 200 N Hill Street Poplar Grove, IL 60165 ATTN: Carina Boyd

PROJECT

DESCRIPTION	QTY	COST	TOTAL
TASK SEATING: New Beniia EL series task chair fully adjustable, Fully Adjustable: Lumbar support Slide seat mech Adjustable padded arms up and down &- Side to side Variable tilt -- with tilt lock out mech Back: Black Mesh Seat: Black Mesh fabric Frame and Base: Black	1	249.95	249.95T
GUEST SEATING: New Beniia Smarti Mobile 4 post guest chair with arms and flex back. Seat: Black Mesh fabric Back: Black Mesh. Frame: Black NOTE; Mobile or fixed same coast	1	165.20	165.20T
B. VILLAGE TREASURER OFFICE			
USHAPE: U--Shape configuration with radius. Overall dimension: 81"x108"X84" with a15"x66" frosted acrylic modesty panel.	1	2,450.00	2,450.00T
LATERAL FILE: Refurbished Steelcase 4dr 30" lateral file, locking	1	450.00	450.00T
		CL Sales Tax (0.0%)	
		TOTAL	

BOSS OFFICE PRODUCTS INC.
110 W. Woodstock St.
Crystal Lake, IL 60014
Phone: 815-356-8915
Fax: 815-356-8742
info@bossofficepro.com
www.bossofficepro.com

Estimate

DATE	ESTIMATE NO.
2/1/2021	3091

NAME / ADDRESS

Village of Poplar Grove
200 N Hill Street
Poplar Grove, IL 60165
ATTN: Carina Boyd

PROJECT

DESCRIPTION	QTY	COST	TOTAL
TASK SEATING: New Beniia EL series task chair fully adjustable, Fully Adjustable: Lumbar support Slide seat mech Adjustable padded arms up and down &- Side to side Variable tilt -- with tilt lock out mech Back: Black Mesh Seat: Black Mesh fabric Frame and Base: Black	1	249.50	249.50T
GUEST SEATING: New Beniia Smarti Mobile 4 post guest chair with arms and flex back. Seat: Black Mesh fabric Back: Black Mesh. Frame: Black NOTE; Mobile or fixed same coast FINISHES: PAINT SELECTION: Includes all metal product: Steelcase Warm White 4700 LAMINATE: Work surfaces and lateral file top, LP: Harvest Cherry WF276 EDGE: 2MMedge banding for above work surfaces: Summer Flame FABRIC: For Panel tiles and Tackboards: Century Limestone 7183	2	165.20	330.40T
DELIVERY: Includes installation and all assembly: Labor provided by Boss Office Installation crew.	1	550.00	550.00
		CL Sales Tax (0.0%)	
		TOTAL	

BOSS OFFICE PRODUCTS INC.
110 W. Woodstock St.
Crystal Lake, IL 60014
Phone: 815-356-8915
Fax: 815-356-8742
info@bossofficepro.com
www.bossofficepro.com

Estimate

DATE	ESTIMATE NO.
2/1/2021	3091

NAME / ADDRESS

Village of Poplar Grove
200 N Hill Street
Poplar Grove, IL 60165
ATTN: Carina Boyd

PROJECT

DESCRIPTION	QTY	COST	TOTAL
DESIGN FEES: No design fees have been charged.	1	0.00	0.00
TERMS: 50% DEPOSIT AND BALANCE NET 10DAYS.	1	0.00	0.00T
		CL Sales Tax (0.0%)	$0.00
		TOTAL	$6,670.49

RENEWAL CONTRAT FOR TOW SERVICES

THIS RENEWAL CONTRACT FOR TOW SERVICES ("Renewal") is dated this ____ day of February, 2021 and is by and between the VILLAGE OF POPLAR GROVE, an Illinois Municipal Corporation ("Village"), and TILFORD'S AUTO AND TRUCK SERVICE CENTER, a Sole Proprietorship ("Towing Company") and effectuates a renewal of an agreement between the Village and Towing Company dated February 19, 2020 ("Agreement"). The Village and Towing Company are at times referred to collectively herein as the "Parties".

RECITALS:

WHEREAS, the Village and Towing Company previously entered into the Agreement pursuant to which the Towing Company provided towing services to the Village; and

WHEREAS, Section 3 of the Agreement provides that the Parties may renew the Agreement for an additional one (1) year term upon the mutual consent of both parties with such consent being stated in writing; and

WHEREAS, pursuant to Section 3 of the Agreement, the Parties now desire to renew the Agreement for said one (1) year term on the same terms and conditions as set forth in the Agreement.

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

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

2. The Agreement is hereby renewed for an additional one (1) year term i.e. from February 19, 2021 to February 19, 2022.

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

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

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

6. Except as otherwise provided for herein, this Renewal 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 signature of all of the Parties hereto.

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

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

VILLAGE OF POPLAR GROVE

By: _____
Owen Costanza, Village President

ATTEST:

_____
Karri Anderberg, Village Clerk

TILFORD'S AUTO AND
TRUCK SERVICES

By:_____

Its: _____

RESOLUTION NUMBER: 21-08

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS TO APPROVE AND AUTHORIZE THE VILLAGE PRESIDENT TO EXECUTE A RENEWAL AGREEEMENT WITH TILFORD'S AUTO AND TRUCK SERVICE CENTER FOR TOWING SERVICES

WHEREAS, the Village of Poplar Grove, Illinois ("Village") entered into an Agreement with Tilford's Auto and Truck Service Center ("Tilford") to provide such towing services in February 2020; and

WHEREAS, the Village and Tilford desire to renew their Agreement for an additional one year term; and

WHEREAS, the Village and Tilford have reached an accord as to the terms and conditions upon which Tilford will continue to provide towing services and have memorialized the same in the renewal agreement attached hereto as Exhibit A and incorporated herein ("Renewal Agreement"); and

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

1. The Village hereby accepts and approves the Renewal Agreement 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 – RENEWAL AGREEMENT

RESOLUTION NUMBER: 21-01

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS TO APPROVE AND AUTHORIZE THE ADVANCEMENT OF FUNDS TO DOWNSTATE STABILIZATION PROGRAM GRANTEE MORTIMER ENTERPRISES, LLC SERIES D/B/A MORTIMERS ROADHOUSE & GRILL

WHEREAS, the Village of Poplar Grove, Illinois ("Village") has applied to the State of Illinois for a Community Development Block Grant Program grant known as the Downstate Small Business Stabilization Program on behalf of businesses in the Village that have been affected by COVID-19 related business closures; and

WHEREAS, the Village has received notice on November 20, 2020 that the Village has been awarded one grant in the amount of $25,000 on behalf of Mortimer Enterprises, LLC Series d/b/a Mortimers Roadhouse & Grill ("Mortimers"); and

WHEREAS, the State of Illinois is delayed in providing the Notice of State Award and grant agreement necessary to receive the grant award; and

WHEREAS, because there continues to be an ongoing financial impact due to COVID-19, the Village desires to advance Village funds to Mortimer Enterprises, LLC Series d/b/a Mortimers Roadhouse & Grill in the amount of $25,000 prior to receiving the grant monies from the State of Illinois;

WHEREAS, the Village and Mortimers will enter into an agreement whereby Mortimers will acknowledge and guarantee that the monies advanced by the Village will only be used for grant eligible expenses as detailed in Mortimers Downstate Stabilization application that was submitted by the Village and will be required to repay the Village in the event funds are misused or not received by the Village; 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 authorizes the expenditure of $25,000 as an advance to Mortimers as a recipient of the Downstate Small Business Stabilization Grant Program.

3. The Village President and Village Clerk are hereby authorized to execute and attest the agreement as outlined in this resolution, a copy of which is attached hereto as Exhibit A, subject to Village Attorney review and approval, or one in substantially similar form.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2020

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED _____, 2020

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

EXHIBIT A
Grant Agreement

GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is dated this _____ day of _____, 2021 and is by and between the VILLAGE OF POPLAR GROVE, an Illinois Municipal Corporation ("Village"), and MORTIMER ENTERPRISES, LLC SERIES D/B/A MORTIMERS ROADHOUSE & GRILL ("Mortimers").

RECITALS:

WHEREAS, the Village has applied to the State of Illinois for a Community Development Block Grant Program grant known as the Downstate Small Business Stabilization Program ("Downstate Grant") on behalf of businesses in the Village that have been affected by COVID-19 related mitigation measures; and

WHEREAS, the Village received notice on November 20, 2020 that the Village has been awarded one grant in the amount of $25,000 on behalf of Mortimers; and

WHEREAS, the State of Illinois is delayed in providing the Notice of State Award and grant agreement necessary to receive the grant award; and

WHEREAS, it is currently unknown as to when the State of Illinois will be providing the Notice of State Award, grant agreement and disbursing grant funds; and

WHEREAS, because there continues to be an ongoing financial impact due to COVID-19 on Mortimers, the Village desires to advance Village funds to Mortimers in the amount of $25,000 prior to receiving the grant monies from the State of Illinois; and

WHEREAS, upon receipt of grant funds from the State of Illinois, the Village will retain those funds as a reimbursement of the amounts advanced; and

WHEREAS, the Village and Mortimers have reached an accord as to the terms and conditions upon which the Village will make said advance and have memorialized the same herein.

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 Village hereby agrees to advance the Downstate Grant funds in an amount equal to $25,000 to Mortimers. Upon receipt of the actual Downstate Grant funds from the State of Illinois, the Village shall retain such funds as a reimbursement of the amounts advanced. To the extent the State of Illinois disburses grant funds in an amount less than the $25,000 advanced by the Village to Mortimers, Mortimers shall be obligated to repay the Village for the difference.
3. As conditions to receiving the advance from the Village, Mortimers agrees as follows:

A. That it will comply with all provisions and requirements of the Downstate Grant program including, but not limited to the terms and conditions of the Downstate Grant application and Participation Agreement submitted by the Village on behalf of Mortimers to the Department of Commerce and Economic Opportunity ("DCEO").

B. That only eligible expenses as outlined in the Downstate Grant program and the application to the DCEO are eligible for reimbursement and Mortimers agrees to only utilize the monies advanced by the Village on expenses which are eligible for reimbursement under the Downstate Grant program and as outlined in the application.

C. Mortimers agrees to submit requests for Downstate Grant funds for eligible expenses upon forms required by the Village. Mortimers certifies that all requests for funds are for eligible expenses as a direct result of the COVID-19 pandemic and for no other purpose. Mortimers also certifies that it is in good standing with the State of Illinois and the Village of Poplar Grove and has no debts to the United States, the State of Illinois or the Village of Poplar Grove and is not debarred by either the State of Illinois or the United States of America.

D. Mortimers agrees to provide the Village, the DCEO and/or the State with any documents, including, but not limited to, receipts and payroll information, requested by the Village, or any State agency, to demonstrate that fund requests are for eligible expenses and any other documents reasonably requested to verify that the advanced funds are utilized in accordance with this Agreement, the Participation Agreement and the Downstate Grant program.

4. The Village's obligation to advance Mortimers the grant funds is specifically conditioned upon the Village receiving Downstate Grant funds from the State of Illinois. To the extent the Village does not receive any Downstate Grant funds from the State of Illinois or an amount less than what was advanced by the Village to Mortimers, Mortimers shall be obligated to repay the Village for such advanced amounts. Such repayment will be on the same terms and conditions as set forth in the Participation Agreement.

5. Termination. This Agreement may be terminated by the Village for cause, including, but not limited to, misuse of the advanced grant funds by Mortimers, and/or failure by Mortimers to comply with the terms and conditions of this Agreement, the Participation Agreement, the grant application and/or the requirements of the Downstate Grant program.

6. Indemnity. To the fullest extent permitted by law, Mortimers shall fully and completely indemnify, defend and hold harmless the Village and its officers, directors, employees and agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees) to which any of them may become subject insofar as they may arise out of or are based upon this

Agreement or any agreement or document executed by Mortimers and the Village as part of the transaction described herein.

7. Amendments. This Agreement may only be amended in writing executed by the parties hereto. This Agreement, together with the incorporated documents, represents the entire agreement of the parties with respect to the advancement of funds and supersedes any prior agreement, understanding or communication relating to the advancement of funds.

8. Attorneys Fees and Choice of Law. Mortimers shall pay the Village's cost of enforcing this Agreement including, but not limited to, its reasonable attorneys' fees. Any action arising out of this Agreement or to enforce any part of this Agreement shall be brought in the 17th Judicial Circuit, Boone County, Illinois.

9. Assignment. This Agreement and the performance thereof shall not be assigned to any third party without prior written consent of the Village. There are no third-party beneficiaries of this Agreement.

10. Notice. Any notice under this Agreement shall be sent by the following by electronic mail and first-class mail:

    a. To the Village

    Carina Boyd
    Village Treasurer
    200 N. Hill St.
    Poplar Grove, IL 61065
    treasurer@villageofpoplargrove.com

    b. To Recipient

    Milan Mortimer
    237 N. State St.
    Poplar Grove, IL 61065
    mortville@comcast.net

11. Severability. If any provision of this Agreement is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provisions shall be full severable and this Agreement shall be construed and enforced as if such unlawful, invalid or unenforceable provision was not a part of this Agreement.

12. Counterparts. 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.

13. Entire Agreement. This written Agreement and written amendments, and any referenced attachments shall constitute the entire Agreement between Mortimers and the Village.

[Signature Page Follows]

By:	Village of Poplar Grove	By:	Mortimer Enterprises, LLC Series d/b/a Mortimers Roadhouse & Grill
By:	_____	By:	_____
Its:	_____	Its:	_____

RESOLUTION NUMBER: 21-09

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS TO APPROVE AND AUTHORIZE THE VILLAGE PRESIDENT TO EXECUTE AN AGREEEMENT WITH RBG JANITORIAL FOR VILLAGE HALL CLEANING SERVICES

WHEREAS, the Village of Poplar Grove, Illinois ("Village") is seeking cleaning services for Village Hall; and

WHEREAS, RBG Janitorial, LLC ("RBG") provides such cleaning services; and

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

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

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

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

1. The Village hereby accepts and approves the Agreement 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- AGREEMENT

SCOPE OF WORK

Tasks to be performed per service as needed:

Entrance and vestibule
Sweep/mop entrance floor
Vacuum mats
Spot clean glass walls and doors, interior only
Sweep/collect trash from immediate outside of entrance
Empty trash/cigarette receptacles

Cubicles, offices
Vacuum carpet
Sweep and wet mop tile floors
Sanitize and polish counters, spot clean desks
Dust vertical and horizontal surfaces up to 6'
Spot clean glass walls and doors, interior only
Empty trash receptacle(s), replace liner
Polish brightwork, spot clean doors and light switches

Main Hall/conference room
Vacuum carpet
Sanitize and polish counters/desks/podiums
Dust vertical and horizontal surfaces up to 6'
Empty trash receptacle(s), replace liner
Polish brightwork, spot clean doors and light switches
Tidy space

Corridors/common areas
Clean and sanitize counter(s)
Vacuum carpet
Sweep and wet mop tile floors
Dust vertical and horizontal surfaces up to 6'
Empty trash receptacle(s), replace liner
Polish brightwork, spot clean doors and light switches
Tidy space

Restrooms (indoor and outdoor)
Clean and sanitize sink(s)
Clean and sanitize toilet(s)
Clean and polish mirror(s)
Clean and sanitize counter(s)
Sanitize and polish brightwork, spot clean doors and light switches
Stock dispenser(s) as needed
Empty trash receptacle(s), replace liner if necessary
Clean and sanitize floors
Dust vertical and horizontal surfaces up to 6'
Tidy space

Breakrooms, lunchrooms, dining areas, kitchen areas, etc.
Sanitize counter and sink
Clean and sanitize microwave inside and out
Clean and polish outside of refrigerator
Empty and clean inside of refrigerator (weekly or monthly) (optional)
Sanitize and polish counters and brightwork
Clean and sanitize table(s) and chairs
Sweep and wet mop floor
Empty trash receptacle, replace liner
Dust vertical and horizontal surfaces up to 6'
Spot clean doors and light switches, tidy space

NON-SOLICITATION AGREEMENT

This Non-Solicitation Agreement ("Agreement") is made effective upon date of signature between VILLAGE OF POPLAR GROVE ("Client") and RBG Janitorial LLC ("RBG").

1. NON-SOLICITATION OF EMPLOYEES AND CONTRACTORS. During the period RBG provides services for Client, and for a period of two (2) years following the last day on which RBG provides services for Client, Client will not, directly or indirectly, solicit, employ, or offer employment to any employee of RBG or any contractor provided by RBG, or assist any related corporation, affiliate, or third party in doing so, without first contacting RBG and obtaining the RBG's express consent with respect to the specific employee(s) or contractor(s) in question.

2. REMEDIES. RBG and Client agree (a) that breach of this Agreement would cause substantial irreparable damage to RBG for which there would be no adequate remedy at law; and (b) that the time period set forth in the Agreement hereof is the minimum time necessary to protect RBG's valid business interests. In the event of a breach of this Agreement, RBG shall be entitled to file suit, in equity or law, to obtain damages thereby and/or seek injunctive relief without bond and to recover its reasonable attorney's fees, expenses, and costs. If the court determines that the restraint created herein is overbroad, the court may revise such restriction to make it as restrictive as possible under existing law. The invalidity of one provision shall not affect the validity of any other.

3. RIGHTS CUMULATIVE. The rights granted RBG under this Agreement are in addition to and/or supplemental to any other rights and/or remedies RBG may have pursuant to any oral or written contract by and between RBG and Client for the provision of services to Client by RBG. In the event of a conflict between the terms of this Agreement and any other agreement in respect to the subject matter hereof the terms of this Agreement shall control unless the parties shall expressly agree otherwise in writing.

4. NO WAIVER. The failure of RBG to enforce the terms of this Agreement in the event of a breach shall not be deemed a waiver of RBG's rights to enforce the terms of this Agreement upon subsequent breach or be deemed a waiver of any other rights and/or remedies that RBG may have pursuant to any other oral or written contract by and between RBG and Client for the provision of services to Client by RBG.

Signed:

RBG REPRESENTATIVE:

_____

EVA KRETSCHMAR
PRESIDENT
RBG JANITORIAL LLC

Date: 02/15/2021

VILLAGE OF POPLAR GROVE:

_____
Signature

_____
Print Name

Date: _____

SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement") is made this _____ day of February, 2021 by and between RBG JANITORIAL, LLC, P.O. Box 2741, Loves Park, IL 61132 ("Contractor") and the VILLAGE OF POPLAR GROVE, ILLINOIS, 200 N. Hill Street, Poplar Grove, IL 61065 ("Customer").

1. PERFORMANCE OF SERVICES

1.1 Contractor shall perform the Cleaning Services described in Exhibit A, attached hereto and incorporated herein, at the Customer's Village Hall located at 200 N. Hill Street, Poplar Grove, IL. The Cleaning Services shall be performed once a week on Sundays. Cleaning Services shall commence under this Agreement on March 19, 2021.

1.2 Contractor agrees to furnish all crews, equipment, tools, and chemical cleaning supplies necessary for the performance of its duties under this Agreement.

1.3 Contractor shall perform all Cleaning Services required herein, diligently and in a good, professional and first-class manner, using good quality materials, equipment and workmanship and appropriately trained personnel (including supervisors when appropriate) in order to complete the Cleaning Services in an orderly and timely manner. The Customer reserves the right to inspect any and all work performed by Contractor to ensure that such work is performed in conformance to the terms of this Agreement and to the satisfaction of the Customer. Contractor shall obtain and maintain, at its own expense, at all times during the term of this Agreement, all necessary licenses, permits, training or other authorizations which may be necessary to perform the Cleaning Services required herein.

1.4 Contractor shall comply with all applicable Federal, State, County, and local laws, ordinances, rules and regulations. Lack of knowledge on the part of Contractor will in no way be cause for release of this obligation. If the Customer becomes aware of violation of any laws on the part of Contractor, Customer reserves the right to terminate this Agreement and pursue any other legal remedies deemed necessary.

2. PAYMENT OF SERVICES

2.1 Customer shall pay to Contractor the monthly fee of $390.00 per month which amount shall be set forth in a monthly invoice sent from Contractor to Customer. Payment of the invoice shall be within 45 days of the invoice date. An additional 3% will be charged weekly for late payment.

2.2 No charge will be allowed for taxes from the Customer as the Customer is a tax-exempt entity. The Customer is not liable for the payment of any Illinois Retailer's Occupation Tax, Service Occupation Tax or Service Use Tax. The Customer is exempt from Federal Excise and Transportation Tax.

3. NON-SOLICIATION AGREEMENT

3.1 Customer agrees to execute the Non-Solicitation Agreement attached hereto as Exhibit B and incorporated herein.

4. **TERM OF AGREEMENT; TERMINATION**

4.1 The term of this Agreement shall be for one (1) year from the date services are scheduled to begin, as stated in Section 1.1, and shall be automatically extended and renewed for additional one (1) year periods on each anniversary date on the same terms and conditions, unless either party shall give written notice by either personal delivery, overnight courier or certified mail return receipt requested as described herein, of intent not to renew at least 30 days prior to such anniversary date. If timely notice is given of intent not to renew, this Agreement shall expire at midnight on the anniversary date. Notwithstanding the foregoing, either party hereto may terminate this Agreement upon providing 60 days prior written notice of its intent to terminate this Agreement.

5. GENERAL PROVISIONS

5.1 Contractor shall not incur any liability for failure to provide services hereunder or prevented by Act of God, fire, strike, riot, war, or any other cause beyond Contractors' control. Contractor shall not be responsible for loss of Customer's property if placed in or on top of waste containers.

5.2 All notices under this Agreement will be considered as duly given if in writing and either hand delivered, sent by overnight courier or sent by certified mail, return receipt requested, to the other party at its address set forth herein or to such other address as may be designated by notice given as herein required. All notices shall be effective when placed in the United States Mail or courier, or upon receipt or refusal of delivery (if personally delivered).

5.3 This Agreement shall be construed, governed, and enforced in accordance with the laws of the State of Illinois. Any legal action with respect to this Agreement shall be brought in the State courts of Illinois and located in Winnebago County.

5.4 If Contractor fails to perform the cleaning services as required by this Agreement or otherwise defaults under this Contract, Customer may, in its sole discretion and in addition to any other rights at law or in equity, (1) send notice of the default to Contractor and demand strict performance of the terms of this Agreement; (2) cancel this Agreement by notice to Contractor; or (3) cure the default, without notice to Contractor, and deduct the cost to cure and any direct and consequential damages from any payment due to Contractor at the time of default or coming due thereafter; provided, if no further payments are due to Contractor, then Contractor shall, immediately on presentation of Customer's invoice, reimburse Customer for the cost of curing Contractor's default and such direct or consequential damages. If either party hereto incurs any attorneys' fees or other expenses in collecting any payment of fees or seeking enforcement of this Agreement, non-prevailing party shall be

responsible for paying the prevailing party's reasonable costs and expenses (including, but not limited to attorneys' fees) thereby incurred. No right or remedy conferred upon either party hereto is intended to be exclusive, and every such right or remedy shall be cumulative and in addition to any other rights or remedies available under this Agreement, or otherwise.

5.5 This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective legal and personal representatives, estates, heirs, and voluntary and involuntary successors and permitted assigns. Each provision of this Agreement that would, by its nature and terms, survive any termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

5.6 The Agreement shall be deemed to be exclusive between Customer and Contractor. This Agreement shall not be assigned by Contractor without first obtaining permission in writing from the Customer. The Customer may refuse to accept any substitute contractor for any reason. Contractor shall obtain prior Customer approval of any subcontractors Contractor intends to utilize.

5.7 All time limits in this Agreement and any exhibits hereto are of the essence of this Agreement.

5.8 This Agreement, and Exhibits thereto, represents the entirety of the agreement between the parties hereto and supersedes any and all prior agreements, discussion and negotiations, either written or oral.

5.9 If any of the provisions of this Agreement are held to be invalid with any statute or rule of law of the State of Illinois or of any judicial district in which it may be so brought to be enforced, then such provision shall be deemed null and void to the extent that they may conflict herewith, but the remainder of this instrument and any other application of such provision shall not be affected thereby.

5.10 The clause headings appearing in this Agreement have been inserted for the purposes of convenience and ready reference. They do not purport to, and shall not be deemed to, defined, limit or extend the scope or intent of the clauses to which they pertain.

5.11 Except as otherwise provided for herein, this Agreement shall not be amended or modified, nor may any obligations 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 parties hereto.

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

5.13 No failure of Customer or Contractor to enforce the terms of this Agreement shall constitute a waiver by Customer or Contractor of any contractual right under this Agreement.

5.14 Contractor represents that it has, before executing this Agreement, carefully examined the provisions of this Agreement, inspected in detail the site of the proposed cleaning services, investigated and become familiar with all the local conditions affecting the Agreement and is fully acquainted with the detailed requirements of the cleaning services. By executing this Agreement, Contractor conclusively assures and warrants to the Customer that it has made these examinations and that it understands all requirements for the performance of the cleaning services. Contractor shall be responsible for all errors resulting from its failure or neglect to comply with the provisions of the Agreement and agrees that the Customer will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from a failure or neglect of Contractor to make these examinations.

5.15 Contractor acknowledges that during the course of its employment with the Customer, it may acquire or be exposed to information regarding the Customer, including, but not limited to, information regarding the Customer'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 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 Customer irreparable injury for which it would have no adequate remedy at law, and agrees that the Customer may be entitled to obtain immediate injunctive relief prohibiting such breach or violation, in addition to any other rights and remedies available to it.

6. INSURANCE.

Upon execution of this Agreement, and prior to Contractor commencing any work or services under this Agreement, Contractor shall obtain and maintain during the term of this Agreement, the below referenced liability insurance and Contractor shall provide the Customer with a Certificate of Insurance and Additional Insured Endorsement naming the Customer as additional Insured thereunder. Additional insured coverage shall apply as primary insurance and be noncontributory with respect to any other insurance afforded to the Customer. All coverage shall be placed with an insurance company duly admitted in the State of Illinois and shall be reasonably acceptable to the Customer. All vendor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the additional insured whether or not a claim is in litigation.

The insurance coverage required above shall be of sufficient type, scope and duration to ensure coverage for the Customer for all liability concerns related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work

performed by, or on behalf of the Customer, in relation to this Agreement. The following minimum insurance requirements shall apply to Contractor for the duration of this Agreement unless explicitly waived by the Village President:

- Commercial General Liability. The coverage available to the Customer, as Additional Insured, shall not be less than $1 million each occurrence, $2 million general aggregate. Such insurance shall cover liability arising from premises, operations, independent vendors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

- Automobile Liability. The coverage available to the Customer, as Additional Insured, shall not be less than $250,000 bodily injury (per person), $500,000 bodily injury (per accident) and $100,000 property damage (per accident).

- Workers Compensation. Contractor shall maintain during the life of this Agreement statutory workers' compensation and employer's liability insurance for all his employees engaged in work described herein.

- Insurance Certificates. Each Certificate of insurance shall provide that the insurer and must give the Customer at least sixty (60) days prior written notice of cancellation and termination of the Customer's coverage thereunder. Not less than two (2) weeks prior to the expiration, cancellation or termination of any such policy, Contractor shall supply the Customer with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the Customer as set forth above.

7. INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall pay, indemnify, defend and hold harmless the Customer, 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 cleaning services required herein by Contractor, its agents, employees, subcontractors or anyone for whose acts Contractor may be liable with respect to the cleaning services contemplated herein. Contractor, for itself and its agents, employees and subcontractors, and any party claiming through any of them, also waives all right of recovery, claim, action or cause of action against the Indemnified Parties for any matters described in the preceding sentence. This indemnity shall not be limited in any way by any limitations on

the amount or type of damages, compensation, or benefits payable by or for the vendor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of Kotecki v. Cyclops Welding Corp., 146 lll.2d 155, 585 N.E.2d 1023 (1991) in Illinois. 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 be required to indemnify the Customer for Customer's negligence.

IN WITNESS WHEREOF, the parties hereto have set their hand as of the date first written above.

THE VILLAGE OF POPLAR GROVE

By:_____

Its: Village President

DATED: _____

ATTEST:

_____
CITY CLERK

DATED:_____

RBG JANITORIAL, LLC

By:_____

Its:_____

DATED: _____

EXHIBIT A- Cleaning Services Scope of Work

EXHIBIT B- Non-Solicitation Agreement