VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, October 20, 2021 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

AGENDA

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

APPROVAL OF AGENDA (Voice Vote)

APPROVAL OF MINUTES (Voice Vote)

1. Motion to approve minutes from September 15 and September 21, 2021 board meetings

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.*

NEW BUSINESS

2. Presentation from Boone County Sherriff Dave Ernst
3. Presentation from Nate Noble and Steve Thomas on Poplar Grove Airport
4. Motion to approve **Ordinance 2021-35** an supplemental appropriation ordinance of the Village of Poplar Grove, Boone County, Illinois for the period of May 1, 2021 thru April 30, 2022
5. Motion to approve **Resolution 2021-54** a resolution of the Village of Poplar Grove, Illinois resolving to accept proposal of Kunes Auto Group to purchase a 2021 Ford Super Duty F-350 SRW

6. Motion to approve **Resolution 2021-55** a resolution of the Village of Poplar Grove, Illinois resolving to accept proposal of Lakeside INTL- Janesville to purchase a 2022 HV507 SFA
7. Motion to approve final plat of lot AA replat lots 243 and 244 candlewick lake unit no.3

ADMINISTRATION & ZONING, TRUSTEE QUIMBY

8. Motion to approve **Ordinance 2021-31** an ordinance amending title 8, zoning, chapter 8, height and area regulations and yard exceptions; of the Village of Poplar Grove municipal code
9. Motion to approve **Ordinance 2021-32** an ordinance granting a map amendment from the R-1, single - family residential 1 district to the GB, general business district (105 East Grove Street)
10. Motion to approve **Ordinance 2021-33** an ordinance granting a special use for an animated sign within the GB general business district (105 East Grove Street)

FINANCE AND PUBLIC WORKS, TRUSTEE MILLER

11. Motion to approve Municipal Electric Aggregation Program with Dynegy Energy
12. Motion to approve **Resolution 2021-50** a resolution of the Village of Poplar Grove resolving to accept proposal of Majestic Asphalt to enact repairs to the asphalt walking path at Lions Park
13. Motion to approve **Resolution 2021-52** a resolution of the Village of Poplar Grove, Illinois to approve and authorize the Village President to execute a contract with Point & Pay for e-payment services
14. Motion to approve **Resolution 2021-53** a resolution of the Village of Poplar Grove, Illinois to approve and authorize the addition of a camera to village hall to view the dog park.
15. Motion to approve sewer bill credit in the amount of $543.10 for 408 Scarlet Drive
16. Motion to approve check disbursement for payments scheduled to be paid prior to October 31, 2021 in the amount of $349,687.54 in AP checks, $13,195.43 in insurance expense checks, and $7,853.15 EFTS for a total of $370,734.20

GOOD OF THE VILLAGE

Trick or Treat October 31,2021 4pm-7pm

Committee of the Whole November 8, 2021 6:00 pm

Board of Trustees November 17, 2021 7:00 pm

Tree Lighting Christmas Kickoff November 20 4:00 pm - 6:00 pm MOVED TO VILLAGE HALL

ADJOURNMENT (Voice Vote)

KJA 10/18/2021

VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, September 15, 2021 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

MINUTES

CALL TO ORDER
Meeting called to order at 7:00pm by President Don Sattler

ROLL CALL
PRESENT
President Don Sattler
Admin Chairman Ron Quimby
Finance Chairman Eric Miller
Trustee Jeff Goings
Trustee Ed Wethington
Trustee Dan Cheek
Attorney Roxanne Sosnowski
Clerk Karri Anderberg
Treasurer Carina Boyd
Public Works Director Mitch Hilden

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)
No Phone Participation

APPROVAL OF AGENDA (Voice Vote)
Motion made by Trustee Wethington, Seconded by Finance Chairman Miller. Motion passed by voice vote.

Motion made by Finance Chairman Miller, Seconded by Trustee Going to amend the agenda as follows: 1) strike item 7 under Finance and Public Works; and 2) moves items 11 and 14 under New Business to be heard before the Good of the Village. Motion passed by voice vote.

APPROVAL OF MINUTES (Voice Vote)

1. Motion to approve minutes from August 18, 2021
   Motion made by Trustee Wethington, Seconded by Finance Chairman Miller. Motion passed by voice vote
   Motion made by Finance Chairman Miller, Seconded by Trustee Goings to amend the minutes to read President Sattler called the meeting to order at 7:00pm

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

2. Motion to approve Poplar Entertainment, Inc. d/b/a Grove Gaming Class BB
   Motion made by Admin Chairman Quimby, Seconded by Trustee Wethington.
   Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek

3. Discussion and possible recommendation to the village board to approve **Ordinance 2021-24** an ordinance of the Village of Poplar Grove authorizing a twelve month extension of the special use permit for a solar farm at 4324 Illinois route 173 (east half) previously approved by ordinance 2020-25
   Motion made by Admin Chairman Quimby, Seconded by Finance Chairman Miller.
   Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek

4. Motion to approve **Ordinance 2021-25** an ordinance of the Village of Poplar Grove authorizing a twelve-month extension of the special use permit for a solar farm at 2424 Illinois Route 173 (west half) previously approved by ordinance 2020-26
   Motion made by Admin Chairman Quimby, Seconded by Finance Chairman Miller.
   Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek

5. Motion to approve **Ordinance 2021-28** an ordinance of the Village of Poplar Grove, Illinois amending title 1 - administration, chapter 5 - village board of trustees, section 1-5-4 of the village's code of ordinances
   Motion made by Admin Chairman Quimby, Seconded by Trustee Wethington.
   Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek

FINANCE AND PUBLIC WORKS, TRUSTEE MILLER

6. Motion to approve **Resolution 2021-47** a resolution of the Village of Poplar Grove, Illinois to approve and authorize the Village President to execute an agreement for connection to the Village water supply with Oak Lawn MHP, LLC
Motion made by Finance Chairman Miller, Seconded by Trustee Wethington.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek

8. Motion to approve check disbursement in the amount of $308,530.55 in AP checks, $13,193.43 in insurance expense checks and $7,853.15 in EFTS for a total of $329,577.13
Motion made by Finance Chairman Miller, Seconded by Trustee Wethington.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek

9. Motion to approve **Ordinance 2021-29** an ordinance establishing the Village of Poplar Grove special service area number 1
Motion made by Finance Chairman Miller, Seconded by Admin Chairman Quimby.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek

10. Motion to approve **Resolution 2021-48** a resolution of the Village of Poplar Grove, Illinois approving the annual audit for fiscal year May 1, 2020-April 30, 2021
Motion made by Finance Chairman Miller, Seconded by Trustee Wethington.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek

11. Discussion on 2021 Village of Poplar Grove Christmas tree lighting
Motion made by Finance Chairman Miller, Seconded by Trustee Wethington.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek

GOOD OF THE VILLAGE

Committee of the Whole - October 11,2021 6:30 pm
Board of Trustees - October 20, 2021 7:00 pm
Planning and Zoning - October 27, 2021 6:00 pm
Trick or Treating - October 31,2021 4:00pm -7:00pm

EXECUTIVE SESSION

12. Motion to go into executive session for the purposes of 2(c) 3 – selection of a person to fill a public office and 2(c)(1) personnel
Motion made by Trustee Wethington, Seconded by Finance Chairman Miller.

Voting Yea: Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek
Voting Abstaining: Finance Chairman Miller
Eric Miller left the meeting at 7:35pm
Village Board went into executive session at 7:45pm
Village Board came out of executive session at 8:44pm

ROLL CALL
PRESENT
President Don Sattler
Admin Chairman Ron Quimby

Trustee Jeff Goings
Trustee Ed Wethington
Trustee Dan Cheek
Attorney Roxanne Sosnowski
Clerk Karri Anderberg
Treasurer Carina Boyd

NEW BUSINESS

13. Motion to approve **Ordinance 2021-26** an ordinance of the Village of Poplar Grove amending title 1- administration, chapter 6 - village officers and employees, of the Village of Poplar Grove code of ordinances to create the office of Village Collector
Motion made by Admin Chairman Quimby, Seconded by Trustee Wethington.

Motion made by Trustee Wethington, Seconded by Trustee Cheek to table Ordinance 2021-26 until the special board meeting on September 21, 2021
Voting Yea: Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek

14. Motion to approve **Ordinance 2021-27** an ordinance of the Village of Poplar Grove establishing the compensation for the office of the Village Collector
Motion made by Admin Chairman Quimby, Seconded by Trustee Wethington.
Motion made by Trustee Goings, Seconded by Admin Chairman Quimby to table Ordinance 2021-27 until the special board meeting on September 21, 2021
Voting Yea: Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek
Voting Yea: Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek

ADJOURNMENT (Voice Vote)
Motion made by Trustee Wethington, Seconded by Admin Chairman Quimby. motion carried by voice vote.
Meeting adjourned at 8:47pm

VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Tuesday, September 21, 2021 - 6:30 PM

200 N. Hill Street, Poplar Grove, IL 61065

MINUTES

CALL TO ORDER
Meeting Called to order by President Don Sattler at 6:30pm

ROLL CALL
PRESENT
President Don Sattler
Admin Chairman Ron Quimby
Finance Chairman Eric Miller
Trustee Jeff Goings
Trustee Ed Wethington via Zoom
Trustee Dan Cheek via Zoom
Attorney David Kurlinkus
Clerk Karri Anderberg via Zoom
Treasurer Carina Boyd
Public Works Director Mitch Hilden via zoom

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)
Motion made by Admin Chairman Quimby, Seconded by Trustee Goings.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek

APPROVAL OF AGENDA (Voice Vote)
Motion made by Finance Chairman Miller, Seconded by Admin Chairman Quimby.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek

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.*

1. Notice is hereby given that a Special Meeting of the Village Board of the Village of Poplar Grove will be held on September 21, 2021 at 6:30 pm in Council Chambers at 200 North Hill Street, Poplar Grove, Illinois. Notice is further given that a physical quorum may not be present, but a quorum will be reached by some or all Trustees attending via teleconferencing. For public viewing and public comments, please refer to the text box at the end of the agenda. Public Comments may be submitted: - Until 4:15 pm before the meeting begins via email at clerk@villageofpoplargrove.com or by dropping a letter in the Water & Sewer drop box located next to the front door at Village Hall. These Public Comments will be read at the meeting
   No Public Comment

OLD BUSINESS

2. Motion to approve **Ordinance 2021-26** an ordinance of the Village of Poplar Grove amending title 1- administration, chapter 6 - village officers and employees, of the Village of Poplar Grove code of ordinances to create the office of Village Collector
   Motion made by Admin Chairman Quimby, Seconded by Trustee Wethington.
   Motion made by Trustee Goings, Seconded by Trustee Wethington to table to a future date.
   Voting Yea: Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek
   Voting Abstaining: Finance Chairman Miller
   Trustees want more information before voting on item. Treasurer Boyd and Clerk Anderberg will work on more information
3. Motion to approve **Ordinance 2021-27** an ordinance of the Village of Poplar Grove establishing the compensation for the office of the Village Collector
   Motion made by Trustee Goings, Seconded by Trustee Cheek.

NEW BUSINESS

4. Motion to approve **Ordinance 2021-30** an ordinance of the Village of Poplar Grove authorizing the disposal of certain personal property owned by the Village of Poplar Grove
   Motion made by Finance Chairman Miller, Seconded by Trustee Goings.
   Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek

5. Motion to approve **Resolution 2021-49** a resolution of the Village of Poplar Grove resolving to retain contractors to complete sanitary service repairs at 306 S State Street and 101 State Street
6. Discussion on budget amendment

Motion made by Finance Chairman Miller, Seconded by Admin Chairman Quimby.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek
Treasurer Boyd went over in detail on Fy2022 budget changes that she would like to make. Ordinance will be up for approval at October's board meeting

ADJOURNMENT (Voice Vote)

Motion made by Admin Chairman Quimby, Seconded by Finance Chairman Miller.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek
Meeting adjourned at 7:31pm
7.

Topic: Special Village Board Meeting
Time: Sep 21, 2021 06:30 PM Central Time (US and Canada)

Join Zoom Meeting
https://us06web.zoom.us/j/88445855861?pwd=MHBaRG9MNVh4SnNZa2c0U25TL25hQT09

Meeting ID: 884 4585 5861
Passcode: 827335
One tap mobile
+13126266799,,88445855861#,,,,*827335# US (Chicago)
+16465588656,,88445855861#,,,,*827335# US (New York)

Dial by your location
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Washington DC)
+1 346 248 7799 US (Houston)
+1 720 707 2699 US (Denver)
+1 253 215 8782 US (Tacoma)
Meeting ID: 884 4585 5861
Passcode: 827335
Find your local number: https://us06web.zoom.us/u/kdijs4ipab

RESOLUTION NUMBER: 2021-54

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS RESOLVING TO ACCEPT PROPOSAL OF KUNES AUTO GROUP TO PURCHASE A 2021 FORD SUPER DUTY F-350 SRW

WHEREAS, the Village of Poplar Grove ("Village") has received a proposal from Kunes Auto Group ("Kunes") to purchase a 2021 Ford Super Duty F-350 SR, a copy of which is attached to this resolution as Exhibit A; and

WHEREAS, the Village desires to purchase the 2021 Ford Super Duty F-350 SRW from Kunes; and

WHEREAS, the purchase will cost in excess of $25,000 and pursuant to Village Code Section 1-10-4 and by a two-thirds (2/3) vote of the corporate authorities, the Village hereby waives the public bid requirement for purchases exceeding $25,000; and

WHEREAS, the Village has determined that it is in the best interest of its citizens to purchase the 2021 Ford Super Duty F-350 SRW.

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 part hereof.
2. The Village hereby waives the requirement to publicly bid the purchase by a two-thirds majority vote.
3. The Village hereby accepts the proposal of Kunes Auto Group for the 2021 Ford Super Duty F-350 SRW as set forth in Exhibit A attached hereto.
4. The Village President and Village Clerk are hereby authorized to execute and attest a contract with Kunes Auto Group for the purchase of the 2021 Ford Super Duty F-350 SRW and is further authorized to execute any document necessary to effectuate the intent set forth in this resolution.

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

KUNES AUTO GROUP

BILL OF SALE

Salesperson: John Andreoni

Purchaser:	Village Of Poplar Grove					Phone:	
Co-Purchaser:						Phone:	
Street Address:	200 N Hill St						
City:	Poplar Grove	State:	IL	Zip Code:	61065	County:	Boone
Email Address:	mhilden@villageofpoplargrove.com						

☐ New ☐ Used Stock #: FT15272 Date of Order: 09/27/2021

☐ Finance ☐ Cash ☐ Lease Anticipated Delivery Date: 09/27/2021

	Year	Make	Model	Color	Miles	Vin Number
Purchased	2021	Ford	Super Duty F-350 SRW	Oxford Whi	5	1FT8X3BN6MED73058
Trade In						
2nd Trade						

Other Conditions of Sale:

☐ **THE ORDERED VEHICLE MUST BE LOCATED**
Mileage on Delivery will not exceed: _____
Desired trim, options, and color configuration agreed upon and attached to this buyers order.
Order Non-Cancelable and Deposit Non-Refundable if dealer locates vehicle and customer fails to take delivery of vehicle.

The appraisal of the trade in(s) is based on an odometer reading of up to _____ miles, and the trade in may be reappraised if it exceeds this limit.

No oral representations are binding unless written on this form. This document supersedes any prior agreements and representations, regarding the transaction.
USED VEHICLE ONLY: *"The information you see on the window form for this vehicle is part of this contract. Information on window form overrides any contrary provisions in the contract of sale."*
NO PUBLIC LIABILITY, PROPERTY DAMAGE, OR PHYSICAL DAMAGE INSURANCE ISSUED.

MSRP/Retail Price:	$	$63,484.00
Discount:	($	$10,650.00)
Trade Allowance:	($	$0.00)
Rebates:	($	)
Cash Difference:	$	$52,834.00
Dealer Added Options:		
Monroe Upfit (Plow, 9')	$	$7,904.00
	$	
	$	
	$	
	$	
Subtotal w/ Added Options:	$	$60,738.00
Dealer Service Fee:	$	$399.00
State E-File Fee:	$	
Sales Tax (%Tax Rate):	$	$0.00
Title/License Fees:	$	$180.00
Payoff:	$	$0.00
Total:	$	$61,317.00
Deposit on Order:	($	)
Additional Cash Down Due:	($	)
Amount Financed/Due:	$	$61,317.00

Purchaser Signature:		Date Signed:	09/27/2021	Time Signed:	03:14 PM AM PM
Co-Purchaser Signature:		Date Signed:	09/27/2021	Time Signed:	03:14 PM AM PM
Dealer Signature		Date Signed:	09/27/2021	Time Signed:	03:14 PM AM PM

HV507 SFA

Sales Proposal For:

Village of Poplar Grove

Presented By:

LAKESIDE INTL-JANESVILLE

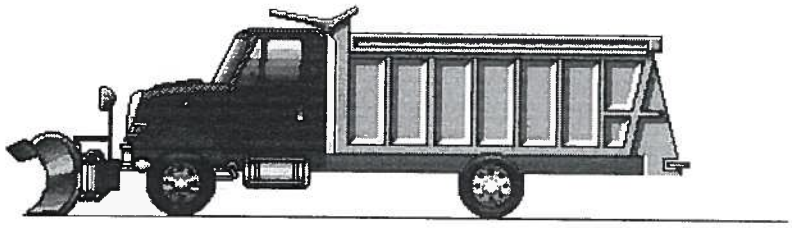
INTERNATIONAL®

August 20, 2021

Prepared For:
Village of Poplar Grove
Mitch Hilden
200 N Hill St.
Poplar Grove, IL 61065-6500
(815)765 - 3201
Reference ID: N/A

Presented By:
LAKESIDE INTL-JANESVILLE
Patrick McNamara
3850 Kennedy Rd
JANESVILLE WI 53545 -
(608)754-8195

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2022 HV507 SFA (HV507)

AXLE CONFIG:	4X2
APPLICATION:	Front Plow and Wing with Spreader
MISSION:	Requested GVWR: 43000. Calc. GVWR: 43000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 31.12% / 3.46% @ 55 MPH Calc. Geared Speed: 67.4 MPH
DIMENSION:	Wheelbase: 161.00, CA: 86.00, Axle to Frame: 79.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends Gear Ratio: 6.14
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HSC 3 (CONTINENTAL), 481 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, AIR, SINGLE:	{Hendrickson PRIMAAX EX} 23,000-lb Capacity, 9.0" Ride Height, with Shock Absorbers
PAINT:	Cab schematic 100WK Location 1: 2303, Red (Std) Chassis schematic N/A

Code	Description
HV50700	Base Chassis, Model HV507 SFA with 161.00 Wheelbase, 86.00 CA, and 79.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1ANA	AXLE CONFIGURATION {Navistar} 4x2
	Notes : Pricing may change if axle configuration is changed.
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)
2ARY	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
3AGA	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers
3WAJ	SPRINGS, FRONT AUXILIARY Air Bag, Right Side Only, Driver Control
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control
4EBD	AIR DRYER {Wabco System Saver 1200} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4LAG	SLACK ADJUSTERS, FRONT {Gunite} Automatic
4LGG	SLACK ADJUSTERS, REAR {Gunite} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail
4XDL	BRAKES, FRONT {Bendix Spicer ES-165-6X} Air S-Cam Type, Heavy Duty Fabricated Spider, Fabricated Shoe, Single Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity
4XDM	BRAKES, REAR {Bendix Spicer ES-165-7X} Air S-Cam Type, Heavy Duty Fabricated Spider, Fabricated Shoe, Single Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle

Code	Description
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGG	DRIVELINE SYSTEM {Dana Spicer} 1710, for 4x2/6x2
7BEU	AFTERTREATMENT COVER Aluminum
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7WBA	TAIL PIPE (1) Turnback Type, Bright
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel
7WCM	EXHAUST HEIGHT 8' 10"
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MJU	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud
8RGA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars
8RPB	RADIO, AUXILIARY CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications
8TPR	STOP, TURN, TAIL & B/U LIGHTS {Weldon} Multi-Function LED Lamp, Mounted Outside Rails, Includes LED License Plate Light
8TUU	BATTERY CABLES with 1 Auxiliary Battery Post, Positive
8VAY	HORN, ELECTRIC Disc Style
8VZR	SWITCH, BODY CIRCUITS, MID with Remote Power Module Mounted in Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total, Includes 1 Switch Pack with Momentary Switches

Code	Description
8WBW	JUMP START STUD Remote Mounted
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WNH	RUNNING LIGHT (2) Daytime
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XDU	BATTERY BOX Steel, with Aluminum Cover, 14" Wide, 2-3 Battery Capacity, Mounted Left Side Under Cab
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHD	BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XKY	USB PORT (1) Located in the Instrument Panel
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAH	LOGOS EXTERIOR, ENGINE Badge Shipped Loose
9ANG	HOOD, HATCH (01) for Servicing
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 Includes : PAINT SCHEMATIC ID LETTERS "WK"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10943	KEYS - ALL ALIKE Fleet, Includes Ignition and Cab Door Keys
10AAY	OVER THE AIR PROGRAMMING {Navistar} for Cummins Engines
10BAE	LABEL, DEF "DEF ONLY"
10JPA	CUSTOMER IDENTITY for Sourcewell
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WCY	SAFETY TRIANGLES
10WKN	KEYS - ALL ALIKE, ID I-1624 Compatible with Z-250

Code	Description
10XAN	FIRE EXTINGUISHER 5 lb Class A B C
10XAP	FIRE EXTINGUISHER BRACKET Mounted Left Side Driver Seat
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted
12ESN	ENGINE, DIESEL {Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed Includes : FAN Nylon
12UWZ	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VAG	AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control
12VHR	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2021
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use
12VYP	ENGINE CONTROL, REMOTE MOUNTED No Provision for Remote Mounted Engine Control
12WZE	CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
13AVR	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WDZ	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, S1 Performance in Primary and Fixed Programming in Secondary
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WVW	NEUTRAL AT STOP OMIT
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14899	SUSPENSION AIR CONTROL VALVE Pressure Release Control In Cab

Code	Description
14ARB	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends . Gear Ratio: 6.14
14TBZ	SUSPENSION, REAR, AIR, SINGLE {Hendrickson PRIMAAX EX} 23,000-lb Capacity, 9.0" Ride Height, with Shock Absorbers
15924	FUEL TANK STRAPS Bright Finish Stainless Steel
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SXJ	FUEL TANK Top Draw, Non-Polished Aluminum, 24" Dia, 50 US Gal (189L), Mounted Left Side, Under Cab
15WCN	DEF TANK 5 US Gal (19L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
16564	HEATER SHUT-OFF VALVES (1) Ball Valve Type, Supply Line
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNV	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Cloth, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust
16SJW	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Black, Heated, 7.5" Sq.
16SMR	SEAT, PASSENGER {National} Non Suspension, High Back with Integral Headrest, Cloth, with Fixed Back, with Under Seat Storage
16SMW	GRAB HANDLE, EXTERIOR Black, Aluminum, for Cab Entry Mounted Left Side at B-Pillar
16SNT	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Turn Signals, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width Notes : Mirror Dimensions are Rounded to the Nearest 0.5"
16VKK	CAB INTERIOR TRIM Diamond, for Day Cab Includes : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Reading Lights; Integral to Overhead Console, Center Mounted : SUN VISOR (3) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side
16VSL	WINDSHIELD Heated, Single Piece
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type

Code	Description
16XJP	INSTRUMENT PANEL Wing Panel
16XTK	ACCESS, CAB Bright Aluminum, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab or Extended Cab
16XWD	SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color, with Integral Clearance/Marker Lights
16XWY	WINDSHIELD WASHER RESERVOIR Mounted Under Cab with Remote Fill Mounted Behind Cab Drivers Side
27DUS	WHEELS, FRONT {Accuride 41730} DISC; 22.5x9.00 Rims, Extra Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DVN	WHEELS, REAR {Accuride 42644} DUAL DISC; 22.5x8.25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
60AKG	BDY INTG, PTO ACCOMMODATION for (3) Latched Rocker Switches, (1) PTO Switch, (2) Generic Switches to Control (3) 30 amp relays, with Programmable Interlocks, for Body Builder Hook up in the Engine Compartment Left Side, Recommended for Automatic Transmissions
7382135444	(4) TIRE, REAR 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
7792545438	(2) TIRE, FRONT 315/80R22.5 Load Range L HSC 3 (CONTINENTAL), 481 rev/mile, 68 MPH, All-Position
	Services Section:
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
1	Monroe Truck Equipment
	Special Delivery Prep (Med)
	FM
	Title and Fees

INTERNATIONAL®

Financial Summary
2022 HV507 SFA (HV507)

August 20, 2021

(US DOLLAR)

Description	Price
Net Sales Price:	$170,902.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Official Title and Date

Authorized Signature

This proposal is not binding upon the seller without Seller's Authorized Signature

Accepted by Purchaser:

Firm or Business Name

Authorized Signature and Date

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

RESOLUTION NUMBER: 2021-55

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS RESOLVING TO ACCEPT PROPOSAL OF LAKESIDE INTL-JANESVILLE TO PURCHASE A 2022 HV507 SFA

WHEREAS, the Village of Poplar Grove ("Village") has received a proposal from Lakeside INTL-Janesville ("Lakeside") to purchase a 2022 HV507 SFA, a copy of which is attached to this resolution as Exhibit A; and

WHEREAS, the Village desires to purchase the 2022 HV507 SFA from Lakeside; and

WHEREAS, this purchase will cost in excess of $25,000 and pursuant to Village Code Section 1-10-4 and by a two-thirds (2/3) vote of the corporate authorities, the Village hereby waives the public bid requirement for purchases exceeding $25,000; and

WHEREAS, the Village has determined that it is in the best interest of its citizens to purchase the 2022 HV507 SFA.

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 part hereof.
2. The Village hereby waives the requirement to publicly bid the purchase by a two-thirds majority vote.
3. The Village hereby accepts the proposal of Lakeside INTL-Janesville for the 2022 HV507 SFA as set forth in Exhibit A attached hereto.
4. The Village President and Village Clerk are hereby authorized to execute and attest a contract with Lakeside INTL-Janesville for the purchase of the 2022 HV507 SFA and is further authorized to execute any document necessary to effectuate the intent set forth in this resolution.

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: FIRST AMENDED AGREEMENT

Boone County Planning Department

1212 LOGAN AVE, STE 102
BELVIDERE, IL 61008
PHONE: 815-547-6698 FAX: 815-547-3579

REPLAT REQUEST FOR COMMENT

DATE: September 17, 2021

TO: ComEd
NICOR
Aqua America Illinois
Frontier Communications
Mediacom
U.S. Post Office, AIS Administrator
Poplar Grove Post Office (61065)
Candlewick Lake Association
Rural Fire Protection District No. 3
Boone County Sheriff
Boone County Engineer
Boone County Building Department
Boone County Health Department
911 Emergency Services
Village of Poplar Grove
Village of Timberlane
Village of Caledonia

FROM: Boone County Planning Department

RE: RP-26-2021 (Candlewick)
106 Squire Lane NE
Poplar Grove, IL 61065

Please find enclosed a copy of the above noted re-plat for Lots 243 and 244 of Candlewick Lake Unit No. 3 into Lot AA.

Please review the plat and email, mail, or fax any comments to the Boone County Planning Department at your earliest convenience, but no later than October 4, 2021.

Tentative Meeting Scheduling for Re-plat Review & Approval
October 07, 2021-Committee of the Whole
October 21, 2021-County Board

If you have any questions, contact the Planning Department at 815-547-6698 or email imandujano@boonecountyil.org. Thank you.

HERITAGE SURVEYING, LTD.

P.O. BOX 559 • BELVIDERE, IL 61008 • 815/547-6302

August 18, 2021

Izzy Mandujano
Boone County Government
1212 Logan Avenue
Belvidere, IL 61008

Re: Final Plat of Lot AA Re-Plat of Lots 243 and 244 Candlewick Lake Unit No. 3

Dear Ms. Mandujano:

In keeping with your request, we enclose the following with respect to storm water drainage.

Natural drainage across Lots 243 and 244 comes in the form of a fairly uniform "sheet flow" of about five percent where the lots relieve themselves gently from storm water in a North to South direction. This area of Candlewick Lake Subdivision was formally platted in 1972. Subsequent to the years of established development of these two lots an on-site inspection does not reveal any established concentrated water course through either of these two lots, either by means of natural occurrence or manmade.

Approval of this request and subsequent vacation of the "blanket" drainage easement between Lot 243 and 244 is in keeping with historical evidence as the site displays no need as to its necessity or perpetuity. Drainage along the common lot line of Lots 243 and 244 shall not be altered without prior approval.

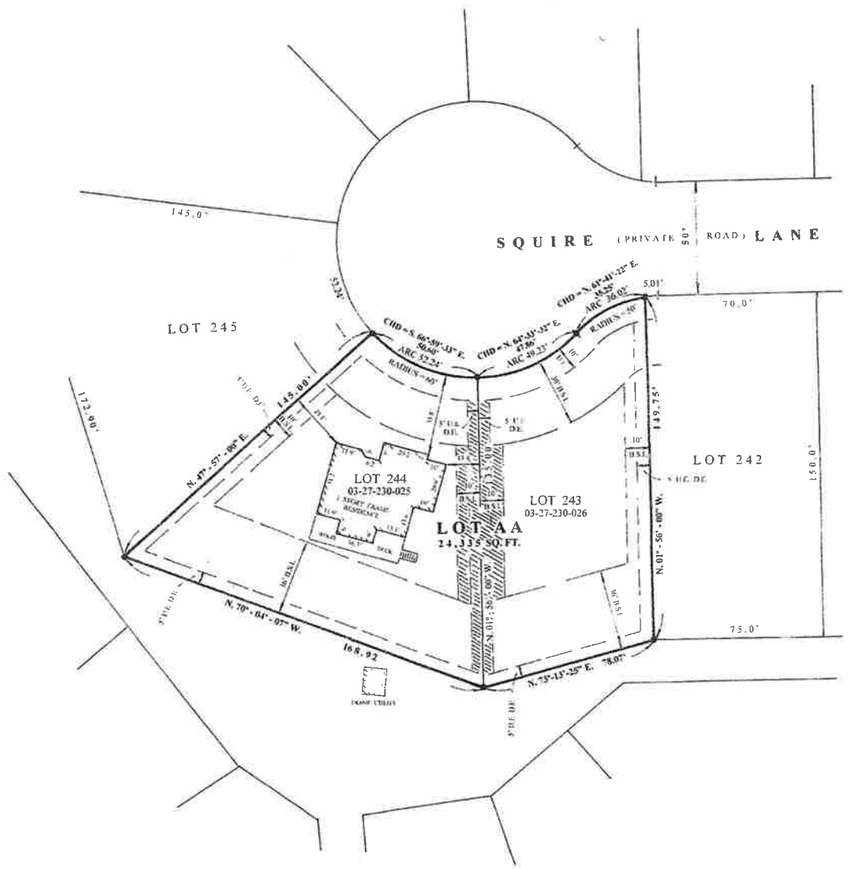
Very truly yours,

V. Mikhaylichenko 08-30-2021

Vladimir Mikhaylichenko, applicant — Date

FINAL PLAT OF
LOT AA
RE-PLAT LOTS 243 & 244
CANDLEWICK LAKE UNIT NO. 3

BEING A RE-PLAT OF LOTS 243 AND 244 OF CANDLEWICK LAKE UNIT NO. 3 BEING A SUBDIVISION OF PORTIONS OF SECTIONS 22, 26 AND 27, TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN . BOONE COUNTY, ILLINOIS



SCALE : 1" = 30'

COUNTY UTILITY EASEMENTS

A perpetual easement appurtenant is hereby granted to the County of Boone, Illinois, its successors and assigns, over, upon, across, through and under those portions of the above described real estate designated Public Utility Easement on this plat for the purpose of installing, laying, constructing, operating, maintaining, repairing, renewing and replacing water mains and sanitary lines, storm sewer lines, street light cable and any other County utilities, together with all appurtenant structures, including, but not limited to, manholes, wet wells, lift stations, fire hydrants, valve vaults and any and all other fixtures and equipment required for the purpose of the above described real estate with water service, sanitary sewer service, storm water collection, street lighting, and other municipal services and for the purpose of providing ingress and egress from the property shown hereon for emergency vehicles of any kind and all types whatsoever. In no event shall any permanent building be placed upon said easement areas, but they may be used for gardens, shrubs, landscaping and such other purposes that do not, and will not in the future, interfere unreasonably with the easement rights granted to the County of Boone.

EASEMENT PROVISION:

An easement serving the Subdivision and other property with Electric and Communications service is hereby reserved for and granted to ComEd an Exelon Company, Frontier North Inc., **NICOR Gas Company, MediaCom and their respective successors and assigns, jointly and severally, to install, operate, maintain and remove, from time to time,** facilities used in connection with overhead and underground transmission and distribution of electricity and sounds and signals in, over, across, along and upon the surface of the property shown within the dotted line on the Plat marked "Easements", the property designated in the declaration of condominium and/or on this Plat as "Common Elements" and the property designated on the Plat as "Common Area or Areas", and the property designated on the Plat for streets and alleys, whether public or private, together with the right to install required service connections over and under the surface of each lot and common area or areas to serve improvements thereon, or on adjacent lots, common area or areas, the right to cut, trim or remove trees, bushes and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over Grantees' facilities or in, upon or over the property within the dotted lines marked "Easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall be altered in a manner so as to interfere with the proper operation and maintenance thereof.

LEGEND

BSL	DESIGNATES BUILDING SETBACK LINE
U.E.	DESIGNATES PUBLIC UTILITY EASEMENT
D.E.	DESIGNATES DRAINAGE EASEMENT
CHD	DESIGNATES CHORD BEARING AND DISTANCE
SSSSS	DESIGNATES EASEMENTS AND SETBACKS VACATED HEREWITH

SURVEYORS CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF BOONE)

I HEREBY CERTIFY that at the request of the owner, I have surveyed and subdivided according to the attached Final Plat of Lot AA Re-Plat Lots 243 and 244 Candlewick Lake Unit No. 3, being a Subdivision of portions of part of Sections 22, 26 & 27, Township 45 North, Range 3 East of the Third Principal Meridian, the Plat of which Subdivision is recorded as Document No. 72-123 in the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

Dimensions are given in feet and decimals of a foot. Iron pins 3/4" in diameter and 4 feet long have been found or set at all points marked on the plat with an open dot and iron pins 5/8" in diameter and 3 feet long have been found or set at all other lot corners unless indicated otherwise.

I FURTHER CERTIFY that the lands embraced within this subdivision are within the corporate limits of the County of Boone and are within one and one-half miles of the Village of Poplar Grove, the Village of Timber Lane and the Village of Caledonia, Illinois.

I FURTHER CERTIFY that no part of the property covered by this plat is situated within a special flood hazard area as identified by the Federal Emergency Management Agency.

This professional service conforms to the current Illinois minimum standards for a boundary survey.

Dated this 18th day of August, 2021 Belvidere, Illinois.

Stanton B. Stewart
Illinois Professional Land Surveyor No. 35-2018 (exp.) 11-30-2022
HERITAGE SURVEYING, LTD.
819 Riverside Road, Belvidere, IL 61008
P. O Box 559, Belvidere, IL 61008

STATE OF ILLINOIS — STANTON B STEWART 2018 — PROFESSIONAL LAND SURVEYOR

OWNERS CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF BOONE)

This is to certify that the undersigned is the owner of the land described in the attached Final Plat of Lot AA Re-Plat Lots 243 and 244 Candlewick Lake Unit No. 3 and that he has caused the same to be surveyed, subdivided and platted for the uses and purposes that are set forth as allowed and provided by statute and does hereby acknowledge and adopt the same under the aforesaid style and title.

Witness my hand and seal this _____ day of _____ , A.D. 20 __.

_____
Vladimir Mikhaylichenko
106 Squire Lane NE
Poplar Grove, IL 61065

NOTARY CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF BOONE)

I, the undersigned, a Notary Public in and for the County, in the State aforesaid, do hereby certify that Vladimir Mikhaylichenko personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and (severally) acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____ __, A.D. 20_____

My Commission Expires. _____

_____ _____
NOTARY PUBLIC

PLAT COMMITTEE CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF BOONE)

Approved this ____ day of _____, A.D. 20____ by the Boone County planning, zoning and building committee.

_____
Chairman

CANDLEWICK LAKE ASSOCIATION CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF BOONE)

Approved this __ day of _____ _____. A.D. 20___

_____ _____
President of Candlewick Lake Association

COUNTY PLANNER CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF BOONE)

Approved this _____ day of _____ A.D. 20

_____
County Planner

COUNTY BOARD CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF BOONE)

This Plat approved by the County Board of Supervisors of the County of Boone this day _____ day of _____, A.D. 20____.

_____ _____
Chairman Attested: Clerk

STATE OF ILLINOIS) SS
COUNTY OF BOONE)

We ComEd an Exelon Company, Frontier North, Inc., NICOR Gas Company, MediaCom by our signatures hereon do hereby acknowledge that we have received a copy of the Plat and we hereby consent to the recording of said plat as prepared.

ComEd an Exelon Company
By: _____
Dated : _____, 20_____

Frontier North, Inc.
By: _____
Dated: _____, 20_____

NICOR Gas Company
By: _____
Dated : _____, 20_____

Media Com
By: _____
Dated: _____, 20_____

STATE OF ILLINOIS) SS
COUNTY OF BOONE)

We, Aqua America, by our signatures hereon, acknowledge that we have received a copy of Final Plat of Lot Z of Candlewick Lake Unit No. 3 and we hereby consent to the recording of said plat as prepared.

Dated this __ day of _____, A.D. 20____

_____
Aqua America

VILLAGE OF POPLAR GROVE CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF BOONE)

Approved by the Village of Poplar Grove, at a meeting held this _____ day of _____, A.D. 20 __

_____ _____
President Attest: Clerk

VILLAGE OF TIMBERLANE CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF BOONE)

Approved by the Village of Timberlane, at a meeting held this _____ day of _____, A.D. 20____

_____ _____
President Attest: Clerk

VILLAGE OF CALEDONIA CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF BOONE)

Approved by the Village of Caledonia, at a meeting held this _____ day of _____, A.D. 20

_____ _____
President Attest: Clerk

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF BOONE)

I, _____ County Clerk of Boone County, in the State of Illinois, do hereby certify that there are no delinquent general taxes, no unpaid current general taxes, no unpaid forfeited taxes and no sales against any of the land included in the plat. I further certify that I have received all statutory fees in connection with the plat.

Given under my name and seal of the County Clerk at Belvidere, Illinois, this_____ day of _____, A.D. 20____.

_____
Boone County Clerk

RECORDER CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF BOONE)

This Plat was filed for record in the Recorder's Office of Boone County aforesaid on the _____ day of _____, A.D., 20_____ at ____ o'clock ___.M. and recorded in Plat Index File Envelope _____ as Document No. _____

_____
COUNTY RECORDER

REVISIONS	HERITAGE SURVEYING, LTD. P.O. BOX 559 • BELVIDERE, IL 61008 • 815/547-4202					
	DATE 08-18-2021	SCALE 1"= 30'	COMP BY S B S	DRAWN BY S B S	CHECKED BY	APPROVED BY
	DRAWING NO 5326	SHEET 1 OF 1	DRAWING NO D-5326-(2)	REV		

CITY OF BELVIDERE
Community Development
BUILDING DEPARTMENT PLANNING DEPARTMENT
401 WHITNEY BLVD. SUITE 300 BELVIDERE, IL 61008 * PH (815)547-7177 FAX (815)547-0789

Providing Planning Services to
Village of Poplar Grove, 200 North Hill Street, Poplar Grove, Illinois 61065

Date: September 24, 2021

To: Poplar Grove Village Board

From: Gina DelRose, Community Development Planner

Re: Carports in Residential Areas

At the July 12, 2021 Committee of the Whole meeting it was discussed that instead of limiting carports to specific zoning districts, the structures would be restricted to mobile home developments and the older developments within the Village due to their lot size and existing improvements. Staff conducted a windshield survey on September 24, 2021 and found that the majority of the properties found within the areas lying north of Park Street, East of Hill Street, South of Grove Street and west of Beaver Drive, excluding those properties within the Bennett's Crossing Subdivision fit this criterion. Although there may be a very limited number of residential parcels within this area that do not fit the intended parameters and a very limited number of residential parcels outside of this area that fit the intended parameters for carports, staff feels it is best to have an easily identifiable area for residents and the Village to interpret.

ORDINANCE # 2021-__31____

**AN ORDINANCE AMENDING
TITLE 8, ZONING,
CHAPTER 8, HEIGHT AND AREA REGULATIONS AND YARD EXCEPTIONS;
OF THE VILLAGE OF POPLAR GROVE MUNICIPAL CODE**

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

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

WHEREAS, after due notice, the Planning and Zoning Commission held a public hearing to consider an amendment to the Zoning Ordinance on June 23, 2021 and has transmitted its recommendation on the matter to the Village Board; and,

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

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

Section 1. That Table 8-8-4 Permitted Yard Exceptions of the Village of Poplar Grove Zoning Ordinance (Title 8 of the Poplar Grove Municipal Code), adopted March 12, 2012 and as amended from time to time thereafter, be and is hereby amended, to read as follows:

Section 8-8-4: PERMITTED YARD EXCEPTIONS:

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

Table 8-8-4: Permitted Yard Exceptions:

Structure or Use	Front Yard Setback	Rear Yard Setback	Side Yard Setback
Air conditioner condenser units, extending no more than forty-eight (48) inches into the setback		P	P
Antenna, freestanding, for non-commercial purposes		P	
Athletic Courts (tennis, basketball, etc. Not including a hoop off of a driveway)		P	

Architectural ornamentation, e.g. sills, belt courses, cornices, extending no more than thirty (30) inches into the setback	P	P	P
Awnings and canopies, projecting no more than forty-eight (48) inches from the structure, extending up to a distance that is no less than three (3) feet from the lot line.	P	P	P
Balconies, projecting no more than five (5) feet from the structure	P	P	
Bay windows, having no foundation and projecting no more than thirty (30) inches from the structure	P	P	P
Carports, having a roof but no side walls, must be over a paved surface and three-feet from the side yard property line.			P
Chimneys, having no foundation and projecting no more than thirty (30) inches from the structure	P	P	P
Decks, open to the sky and less than thirty-six (36) inches above the ground, extending up to a distance that is no less than three (3) feet from the lot line (subject to ground coverage ratio defined in Chapter 6)		P	P
Driveways and walkways	P	P	P
Eaves and gutters, projecting no more than thirty (30) inches form the structure	P	P	P
Fences and walls (corner, double frontage and gateway lots may be permitted a fence in the front yard in accordance with Chapter 10)		P	P
Fire escapes, open to the elements and projecting no more than five (5) feet from the structure		P	P
Fuel pumps and associated canopies, in accordance with Chapter 9	P	P	P
Gazebos, cabanas and similar structures		P	
Outdoor storage		P	P
Parking Areas	P	P	P
Patio, open to the sky, extending up to a distance that is no less than three (3) feet from the lot line		P	
Porches projecting no more than either (8) feet from the structure up to a distance no less than three (3) feet from the lot line	P	P	P
Portico chere, projecting no more than fourteen (14) feet from the structure up to a distance no less than three (3) feet from the lot line	P	P	P
Recreational equipment, e.g. children's swing set, lawn games and courts, trampolines and other structures with appropriate fencing or safety netting		P	P
Signs and nameplates in accordance with Chapter 10	P	P	P
Solar energy devices, attached	P	P	P
Solar energy devices, detached		P	
Steps, at or below the first floor level	P	P	P

Storage tanks and storage silos, extending up to a distance that is no less than ten (10) feet from a lot line.		P	P
Storm shelters and similar structures, attached or detached, above or below grade		P	
Trash receptacles and enclosures		P	P
Utility meters, distribution boxes, pedestals and other above ground appurtenances		P	P
Vestibules, enclosed, extending more than four (4) feet into the setback	P	P	P
Wheelchair ramps	P	P	P

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

1. *Mobile Home Parks/Subdivisions*
2. *Residentially zoned properties within the Village lying north of Park Street, East of Hill Street, South of Grove Street and west of Beaver Drive, excluding those properties within the Bennett's Crossing Subdivision.*

Section 2. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

Section 3. That this Ordinance shall be in full force and effect from and after its passage as provided by law and pursuant to the Illinois Compiled Statutes. This written and foregoing Ordinance is published by authority of the corporate authorities of the Village of Poplar Grove in pamphlet form on this date.

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

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

_____
Donald Sattler, Village President

ATTEST:

_____
Karri Anderberg, Village Clerk

Ayes:____ Nays: ____ Absent ____

Village Board Members Voting Aye:_____

Village Board Members Voting Nay:_____

Date Published: _____ Sponsor:_____

Memorandum

DATE: September 15, 2021

TO: Village of Poplar Grove Planning and Zoning Commission

FROM: Gina DelRose, Community Development Planner

SUBJECT: Staff advisory memo for case 2021-04; 105 East Grove Street (MA)

REQUEST AND LOCATION:
The applicant and property owner, Poplar Grove United Methodist Church, 105 E. Grove Street, Poplar Grove, IL 61065 is requesting a map amendment (rezoning) on approximately 6 acres of land from the R-1, Single-Family Residential 1 District to the GB, General Business District in accordance with the Poplar Grove Zoning Ordinance, Section 8-5-5 Map Amendment. The property is located at the southeast corner of North State Street and East Grove Street and is commonly known as 238 North State Street and 105 East Grove Street. PINs: 04-19-101-057; 04-19-101-014 and 04-19-101-001.

BACKGROUND:
The subject property is comprised of three parcels totaling approximately 6 acres in size located southeast of North State Street (Poplar Grove Road) and East Grove Street (Illinois Route 173). It has been zoned residential since at least 2011. The current property owner acquired the two smaller parcels in 2020 and demolished the residence at 238 North State Street shortly after acquisition. The current church was constructed on the large parcel in 1999.

The properties to the south and east are zoned residential, Poplar Grove Elementary School is directly south of the property and zoned residential. The properties to the north and west are a mix of residential and commercial. Mortimer's Roadhouse and the former Grove Bar and Grill are the largest nearby commercial uses.

The General Business District allows for personal and professional services, indoor retail sales/services, indoor repair sales/services and utilities by right and public/private institutional, outdoor retail sales/services, indoor lodging, offsite parking and self-storage facilities by special use. Development in the General Business District can create 75% lot coverage, buildings can be 35 feet in height and be constructed 10 feet from the side lot line and 25 feet from the rear lot line.

The primary reason for requesting the rezoning is because of signage. Currently the church must adhere to residential sign requirements in terms of size, height, location and style. Animated signage and signage larger than 6 square feet are not permitted. By rezoning to the General Business District, the church has the ability to apply for a special use for animated signage that is larger than 6 square feet.

The adjacent property owners were sent certified notices on August 31, 2021 and the green cards have been returned. The request was published in the Boone County Journal on September 3, 2021. The appropriate village staff and other agencies were notified on August 30, 2021. No objections from the agencies were received.

FINDINGS OF FACT:
To make a recommendation and to adopt the findings of fact, the Commission shall consider whether the change is consistent with the objectives of the Zoning Ordinance prescribed in Section 8-1-3. The objectives are as follows:

A. To promote and protect the public health, safety, morals, convenience and general welfare of the people.

Due to the proximity of North State Street and East Grove Street, a mix of commercial and residential land uses already exists. As more properties develop along Grove Street, additional commercial development is expected to occur.

B. To secure adequate natural light, pure air and safety from fire and other dangers.

All new development shall adhere to the Zoning Ordinance, Subdivision Ordinance, Building Codes, Health Codes, Fire Codes, etc. All codes ensure that light, air and safety are being protected.

C. To protect the character and maintain the stability of residential, business and industrial areas within the Village of Poplar Grove and to promote the orderly development of the areas.

The Village's 2009 Comprehensive Plan calls for the property to remain residential. However, due to its location along a major thoroughfare, general business zoning is appropriate when the property can be served by nonresidential streets.

D. To lessen or avoid the hazards to persons and damage to property resulting from the accumulation or runoff of storm or flood waters.

Rezoning the property will allow the continuation of institutional (church) uses. Although certain commercial land uses tend to occupy more lot coverage than institutional land uses, development regulations with the Village of Poplar Grove will minimize the potential for stormwater runoff. The property is not within or adjacent to any FEMA designated floodplains or floodways.

E. To limit congestion in the public streets and highways.

In this situation, the size of the property, not just the zoning district, lends itself to creating higher levels of traffic. The 6 acres could be subdivided into potentially 13 residential lots and the existing church can create traffic during services and events.

F. To prohibit uses or structures which are incompatible with the character of other appropriate existing or intended uses within specified zoning districts.

The current building is compatible with both the R-1, Single-Family Residential 1 District and the GB, General Business District. Due to the location along Grove Street, any future development that is more commercial in scale would be compatible with the future commercial growth that is anticipated in the area.

G. To provide for the gradual elimination of those existing uses of land, buildings and structures that do not conform to the standards of the zoning district in which they are located.

Nearby properties are zoned a mix of residential and commercial and used in varying intensities of those land uses in addition to institutional land uses. The existing building is a church that is acceptable in both zoning districts. However, the signage is more appropriate in a commercial district rather than a residential district.

H. To conserve and enhance the taxable value of land and buildings throughout the Village of Poplar Grove.

Although the current land use is tax exempt, future land uses would be commercial innature. The Village intends to take advantage of the fact that Grove Street is a state route for future commercial growth.

RECOMMENDATION:
The planning staff recommends approval of case 2021-04 for a map amendment from R-1, Single-Family Residential 1 District to the GB, General Business District.

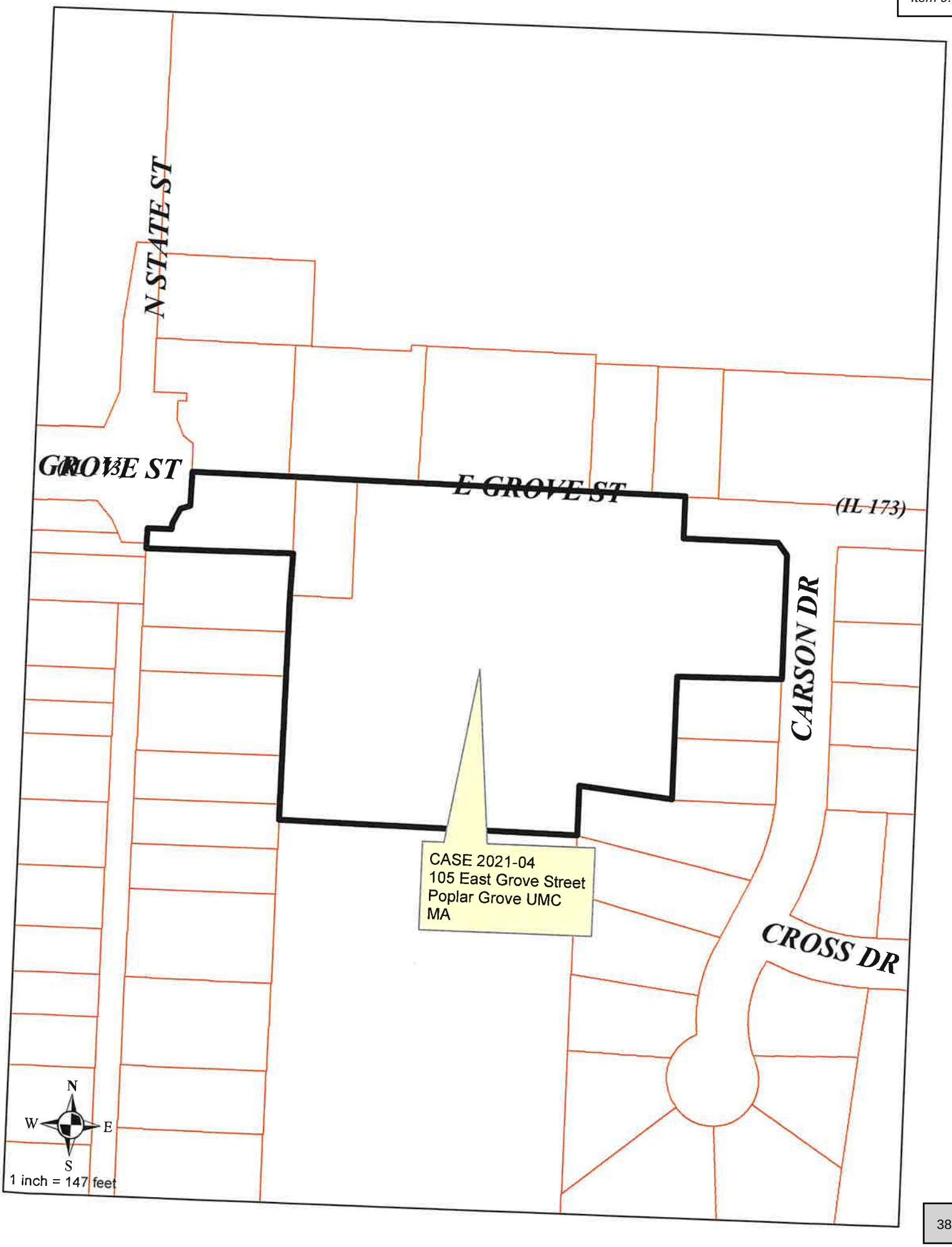
PLANNING AND ZONING COMMISSION/VILLAGE BOARD ACTION
The Commission shall hold a public hearing on the proposed map amendment, after which a recommendation will be made to grant or deny the map amendment application to the Village Board based on the findings of fact by the Commission. The Commission may make the recommendation at the same meeting, or choose to continue the proceedings at a later date. The Commission may request additional information as needed. Once a recommendation is made, the Commission shall record its conclusion as part of the meeting minutes and written findings of fact and forward such documentation to the Village Board. The Commission's failure to act or submit a report within sixty-five (65) days of the public hearing shall constitute a recommendation for the request.

2021-04, Poplar Grove United Methodist Church, 105 East Grove Street (MA)

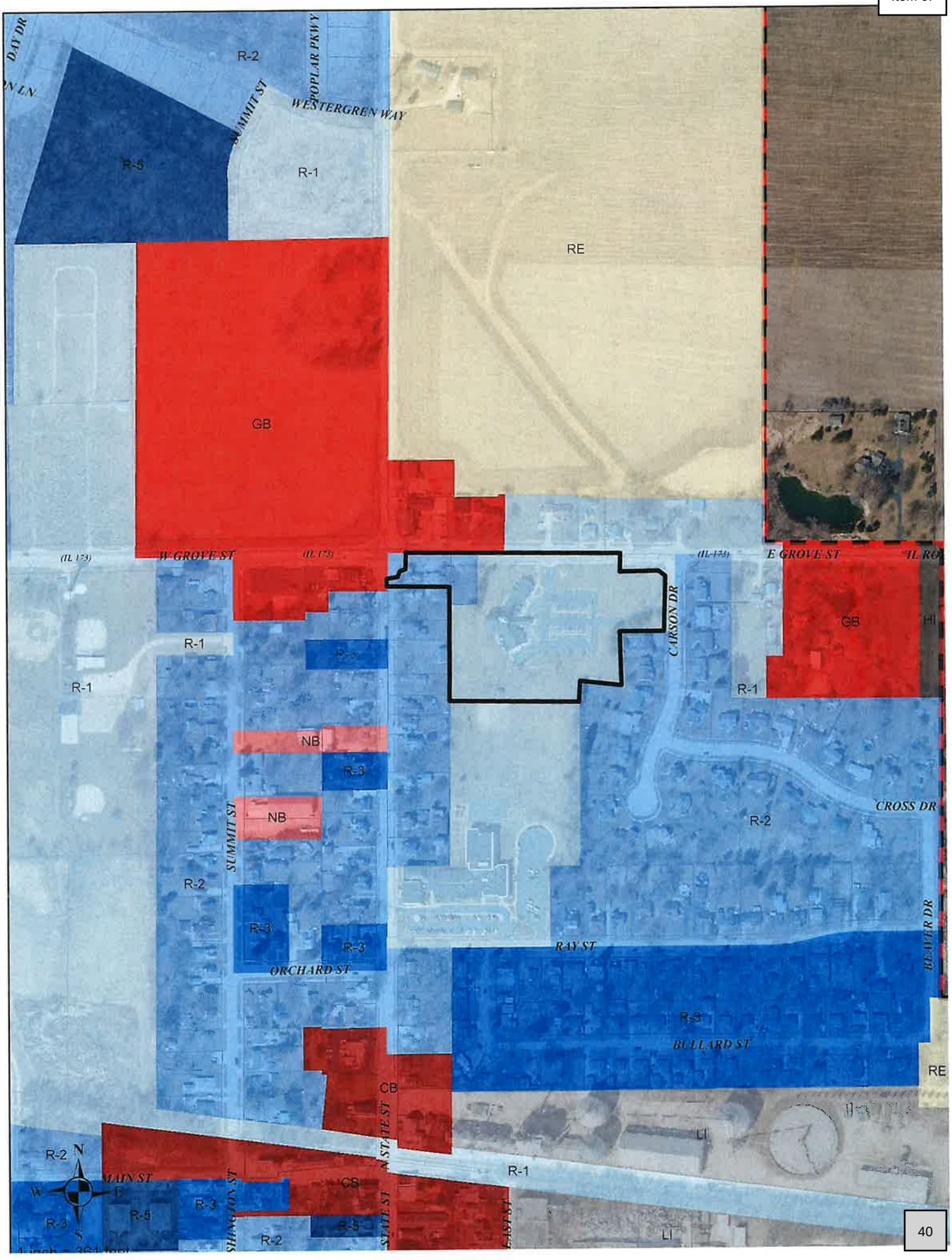
Within sixty-five (65) days of receipt of the Commission's recommendation, the Village Board shall act by ordinance to approve or deny the map amendment as proposed. The Village Board may also remand the request back to the Commission for further hearings and/or discussion. The Village Board's approval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

ATTACHMENTS

1. Location Map submitted by Planning Staff.
2. Aerial Photo submitted by Planning Staff.
3. Poplar Grove Zoning Map submitted by Planning Staff.
4. Narrative submitted by the Applicant.
5. NRI 1665 from the Boone County Soil and Water Conservation District, Teagan Duffy, August 30, 2021.
6. Letter from the Boone County Health Department, Amanda Mehl September 10, 2021.


N STATE ST
GROVE ST
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(IL 173)
CARSON DR
CROSS DR
CASE 2021-04
105 East Grove Street
Poplar Grove UMC
MA
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W
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1 inch = 147 feet


N STATE ST
CASE 2021-04
105 East Grove Street
Poplar Grove UMC
MA
N STATE ST
CARSON DR
N
W
S
1 inch = 111 feet


R-2
SUMMIT ST
WESTERGREN WAY
R-5
R-1
RE
GB
W GROVE ST
(IL 173)
E GROVE ST
CARSON DR
HI
NB
R-3
CROSS DR
ORCHARD ST
RAY ST
BEAVER DR
BULLARD ST
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Saavedra Group Architects

August 23, 2021

Village of Poplar Grove
Poplar Grove Village Hall
200 North Hill Street
Poplar Grove, Illinois 61065

Re: Application for Zoning Change
Poplar Grove United Methodist Church
PIN #s 04-19-101-057, 04-19-101-001, and 04-19-101-014
Change from R1- Single Family Residential District to GB – General Business District

Dear Planning Department,

Poplar Grove United Methodist Church is in the process of changing our current sign on 105 East Grove Street in Poplar Grove, Illinois, from a manually changed message to an electronically change message to be done wireless. These types of signs provide a better way to give the message we would like to give to our community and congregants. However, our current zoning R1 – Single Family Residential District does not allow LED or Electronic Signs.

For us to be allowed to have an electronic sign on our property on 105 East Grove St, we need to change the zoning of our property from R1-Single Family Residential District to GB-General Business District and then apply for a Special Use in the GB – General Business District to comply with the regulations of the zoning and Planning Department of the Village of Poplar Grove.

The following are our reasons why we are asking that our zoning change and the special use be granted to our church:

1. In order to change our message, the current sign requires that a person must manually select all the individual letters for each word of the new message and keep them in order of placement.

2. The current sign is over fifteen years old. The hydraulic arms that lift and hold up the glass door no longer work. Stronger winds have in various occasions open the glass door and have caused more damage to the sign.

3. As a result of the hydraulic arms not functioning, the individual changing the message must sit or stand in a position to hold the glass up with their head. The alternative is to find an individual to stand at the sign with them and hold the glass. Neither of these is safe on a windy day.

4. There are messages we would like to make known to the community driving or walking by that we cannot do on our current sign limiting us in the messages we as a church provide to our community.

5. We have selected an electronic sign that fits exactly on the same area and opening of our current sign. There will be no need to change our current sign structure. This sign will provide our church sufficient flexibility and a different way to transmit our message.

6. Finding a volunteer to change this message is becoming more difficult.

7. The current building for Poplar Grove United Methodist Church was built in 1999. At that time, electronic signs were very cumbersome and did not provide the features these signs provide today. The Board of Trustees of PGUMC have been the lighting systems in the building over to LED. Most of the lighting on the interior has been completed from conventional to LED. Now we are focusing our efforts in converting the exterior light systems. In this effort we have already converted the parking lights to LED and the manual sign is the next step in this conversion.

8. The location of the electronic sign will be at the same location of our current sign. This sign is located between xxx feet to the closet residential property across Route 173 to xxx feet to the residences on Route 173 , North State Street, and Carson Drive.

Based on the points stated above, we would like to ask the Planning Department of the Village of Poplar Grove to grant our request to change our current R1- Single Family Residential District zoning to GB – General Business District and grant us with the Special Use to allow our site to have an electronic sign to transmit our message to our congregation and our community.

If you need any additional information, please do not hesitate to contact us with your concerns or questions.

Sincerely,

Saavedra Group Architects

Daniel G. Saavedra, AIA
President
Poplar Grove United Methodist Church Representative

Boone County
Soil & Water
Conservation District

211. N. Appleton Road
Belvidere, IL 61008
815-544-3465 x3

30 August 2021

SWCD NRI #: 1665

Belvidere Planning Department
401 Whitney Blvd., Suite 300
Belvidere, IL 61008

Dear Sir/Madam,

A request for a Natural Resource Information Report was submitted. We will supply a written reply to your office as indicated below:

__X__ Our review does not apply in this instance.
_____ Other (see attached)

Location of Site: 105 E. Grove Street, Poplar Grove, IL 61065
PIN(S): 04-19101-057

Contacts	Petitioner	Owner
Daniel Saavedra 504 N. Church St. Rockford, IL 61103 Daniel.saavedra@sgadesign.com (815) 222-7226	Poplar Grove United Methodist Church 105 E. Grove Street Poplar Grove, IL 61065	Same as Petitioner
(815) 765-2001 linda@pgumc.com		

Request: Special use for an LED sign and a change in zoning from R1 to GB.

Comments: The desired land use change will not significantly disturb soil or water resources.

Sincerely,

Teagan Duffy
Boone County Soil & Water
Conservation District

Public Health
Prevent. Promote. Protect.

Boone County Health Department
1204 Logan Avenue, Belvidere, Illinois 61008
Main Office 815.544.2951 Clinic 815.544.9730 Fax 815.544.2050
www.boonehealth.org

The mission of the Boone County Health Department is to serve our community by preventing the spread of disease, promoting optimal wellness & protecting the public's health.

September 10, 2021

Gina DelRose
Community Development Planer
401 Whitney Blvd Suite 300
Belvidere, IL 61008

FAX: 815-547-0789

Planning Services for Village of Poplar Grove

Re: Case: 2021-04, Poplar Grove United Methodist Church, (MA)

Dear Gina,

We are in receipt of a map amendment for Poplar Grove United Methodist Church, 105 E Grove Street, Poplar Grove, IL 61065 (rezoning) on approximately 6 acres of land from the R-1, Single-Family Residential 1 District to the GB, General Business District in accordance with the Poplar Grove Zoning Ordinance, Section 8-5-5 Map Amendment.

Our office has no objections or comments on this request.

Thank you,

Amanda Mehl
Administrator of Public Health
AT

Memorandum

DATE: September 23, 2021

TO: Poplar Grove Village Board

FROM: Village of Poplar Grove Planning and Zoning Commission

SUBJECT: Findings of Fact and Recommendation for case: 2021-04; Poplar Grove United Methodist Church, 105 East Grove Street (MA)

REQUEST AND LOCATION:
The applicant and property owner, Poplar Grove United Methodist Church, 105 E. Grove Street, Poplar Grove, IL 61065 is requesting a map amendment (rezoning) on approximately 6 acres of land from the R-1, Single-Family Residential 1 District to the GB, General Business District in accordance with the Poplar Grove Zoning Ordinance, Section 8-5-5 Map Amendment. The property is located at the southeast corner of North State Street and East Grove Street and is commonly known as 238 North State Street and 105 East Grove Street. PINs: 04-19-101-057; 04-19-101-014 and 04-19-101-001.

FINDINGS OF FACT:
To make a recommendation and to adopt the findings of fact, the Commission shall consider whether the change is consistent with the objectives of the Zoning Ordinance prescribed in Section 8-1-3. The objectives are as follows:

A. To promote and protect the public health, safety, morals, convenience and general welfare of the people.

Due to the proximity of North State Street and East Grove Street, a mix of commercial and residential land uses already exists. As more properties develop along Grove Street, additional commercial development is expected to occur.

B. To secure adequate natural light, pure air and safety from fire and other dangers.

All new development shall adhere to the Zoning Ordinance, Subdivision Ordinance, Building Codes, Health Codes, Fire Codes, etc. All codes ensure that light, air and safety are being protected.

C. To protect the character and maintain the stability of residential, business and industrial areas within the Village of Poplar Grove and to promote the orderly development of the areas.

The Village's 2009 Comprehensive Plan calls for the property to remain residential. However, due to its location along a major thoroughfare, general business zoning is appropriate when the property can be served by nonresidential streets.

D. To lessen or avoid the hazards to persons and damage to property resulting from the accumulation or runoff of storm or flood waters.

Rezoning the property will allow the continuation of institutional (church) uses. Although certain commercial land uses tend to occupy more lot coverage than institutional land uses, development regulations with the Village of Poplar Grove will minimize the potential for stormwater runoff. The property is not within or adjacent to any FEMA designated floodplains or floodways.

E. To limit congestion in the public streets and highways.

In this situation, the size of the property, not just the zoning district, lends itself to creating higher levels of traffic. The 6 acres could be subdivided into potentially 13 residential lots and the existing church can create traffic during services and events.

F. To prohibit uses or structures which are incompatible with the character of other appropriate existing or intended uses within specified zoning districts.

The current building is compatible with both the R-1, Single-Family Residential 1 District and the GB, General Business District. Due to the location along Grove Street, any future development that is more commercial in scale would be compatible with the future commercial growth that is anticipated in the area.

G. To provide for the gradual elimination of those existing uses of land, buildings and structures that do not conform to the standards of the zoning district in which they are located.

Nearby properties are zoned a mix of residential and commercial and used in varying intensities of those land uses in addition to institutional land uses. The existing building is a church that is acceptable in both zoning districts. However, the signage is more appropriate in a commercial district rather than a residential district.

H. To conserve and enhance the taxable value of land and buildings throughout the Village of Poplar Grove.

Although the current land use is tax exempt, future land uses would be commercial in nature. The Village intends to take advantage of the fact that Grove Street is a state route for future commercial growth.

RECOMMENDATION:
The planning staff recommends approval of case 2021-04 for a map amendment from R-1, Single-Family Residential 1 District to the GB, General Business District.

The motion to adopt the Findings of Fact as presented by staff for case 2021-04; Poplar Grove United Methodist Church, 105 East Grove Street (MA) carried with a (4-0) roll call vote.

The motion to approve case 2021-04; Poplar Grove United Methodist Church, 105 Eat Grove Street (MA) carried with a (4-0) roll call vote.

_____

Nate Sroka, Acting Chairman
Poplar Grove Planning and Zoning Commission

MEMO

DATE: September 23, 2021

TO: Poplar Grove Village Board

FROM: Village of Poplar Grove Planning and Zoning Commission

SUBJECT: Recommendation— Case 2021-05: Poplar Grove United Methodist Church, 105 East Grove Street, (SU)

REQUEST AND LOCATION:
The applicant and the property owner, Poplar Grove United Methodist Church, 105 East Grove Street, Poplar Grove, IL 61065 is requesting a special use pursuant to the Poplar Grove Zoning Ordinance, Table 8-11-5(C)(1) Permitted Signs by Type and Section 8-5-7 Special Uses. Specifically, the applicant is requesting a special use to have an animated sign at 105 East Grove Street with the GB, General Business District (pending rezoning) on approximately 5.5 acres of land (PIN: 04-19-101-057). The property is irregular in shape and developed with a church and parking area.

RECOMMENDATION:
The Planning and Zoning Commission **approved** case number 2021-05 subject to the following conditions:

1. The animated portion of the sign shall be in substantial conformance with the picture submitted.

2. Messages displayed within the animated portion of the sign shall be static for a minimum of five seconds.

3. Illumination levels from the sign shall not exceed 0.5 footcandles at the property line.

The motion to approve case 2021-05 for a special use to permit an animated sign at 105 East Grove Street subject to the three conditions as presented by staff carried with a (4-0) roll call vote.

_____
Nate Sroka, Acting Chairman
Poplar Grove Planning and Zoning Commission

Memorandum

DATE: September 15, 2021

TO: Village of Poplar Grove Planning and Zoning Commission

FROM: Gina DelRose, Community Development Planner

SUBJECT: Staff advisory memo for case: 2021-05; Poplar Grove United Methodist Church, 105 East Grove Street (SU)

REQUEST AND LOCATION:
The applicant and the property owner, Poplar Grove United Methodist Church, 105 East Grove Street, Poplar Grove, IL 61065 is requesting a special use pursuant to the Poplar Grove Zoning Ordinance, Table 8-11-5(C)(1) Permitted Signs by Type and Section 8-5-7 Special Uses. Specifically, the applicant is requesting a special use to have an animated sign at 105 East Grove Street with the GB, General Business District (pending rezoning) on approximately 5.5 acres of land (PIN: 04-19-101-057). The property is irregular in shape and developed with a church and parking area.

BACKGROUND:
The subject property is approximately 5.5 acres in size located southeast of North State Street (Poplar Grove Road) and East Grove Street (Illinois Route 173). The church was constructed on the large parcel in 1999. The property, along with two other parcels are currently being petitioned for a map amendment to the general business district in order to allow for the requested special use.

The proposed animated sign would measure 2'4" x 7'10.5" and would replace the changeable copy portion of the existing sign. The animated sign would provide the church the ability to advertise services, events and community outreach efforts. Conditions of approval regulating how messages are displayed will reduce potential negative impacts the sign may create.

The adjacent property owners were sent certified notices on August 31, 2021 and the green cards have been returned. The request was published in the Boone County Journal on September 3, 2021. The appropriate village staff and other agencies were notified on August 30, 2021. No objections from the agencies were received.

FINDINGS OF FACT:
Per Section 8-5-7(D) of the Village of Poplar Grove Zoning Ordinance, the criteria for granting a Special Use Permit are as follows:

A. **Findings: The establishment, maintenance or operation of the special use would not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.**

The animated sign will replace the existing changeable copy portion of the church's sign. Although animated signage can be distracting due to lighting levels and graphic displays, conditions of approval placed on the special use will reduce the potential negative impacts of the animated sign.

Churches often provide services that can be beneficial to the community. Various support groups, fundraisers and informational gatherings can be housed within a Church and notifying the community of such events can be difficult

B. **Findings: The special use would not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted or substantially diminish or impair property values within the neighborhood.**

Animated signage is becoming more and more popular with institutional uses due to their wide variety of offerings to the community. The ability to inform the community of offerings that could be beneficial to them would be advantageous to nearby property.

C. **Findings: The establishment of the special use will not impede the normal or orderly development and improvements of the surrounding property for uses permitted in the district.**

There are older residences along East Grove Street in addition to Bennett's Crossing which is located east of the property) and platted in 1995. The sign will be located along East Grove Street (Illinois Route 173) which is anticipated to develop with a mix of commercial uses and commercial signage. The planning staff is not aware of any development that was deterred due to a nearby animated sign.

D. **Findings: Adequate utilities, access roads, drainage and/or necessary facilities will be provided.**

The property is currently developed with a church and parking area. It is adequately served by utilities. The special use would require a sign face change, but not new construction.

E. **Findings: Adequate measures have been taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets.**

The property is currently developed with adequate ingress and egress. The animated sign will replace an existing changeable copy sign which has not had a negative impact on traffic in the past.

F. **Findings: The special use shall, in all other respects, conform to the applicable regulations of the districts in which it is located.**

The special use will be required to conform to all the applicable regulations of the Zoning Ordinance, the Subdivision Ordinance, all other regulations and to any conditions of approval enacted by the Village Board.

RECOMMENDATION:
The planning staff recommends approval of case 2021-05 subject to following conditions:

1. The animated portion of the sign shall be in substantial conformance with the picture submitted.

2. Messages displayed within the animated portion of the sign shall be static for a minimum of five seconds.

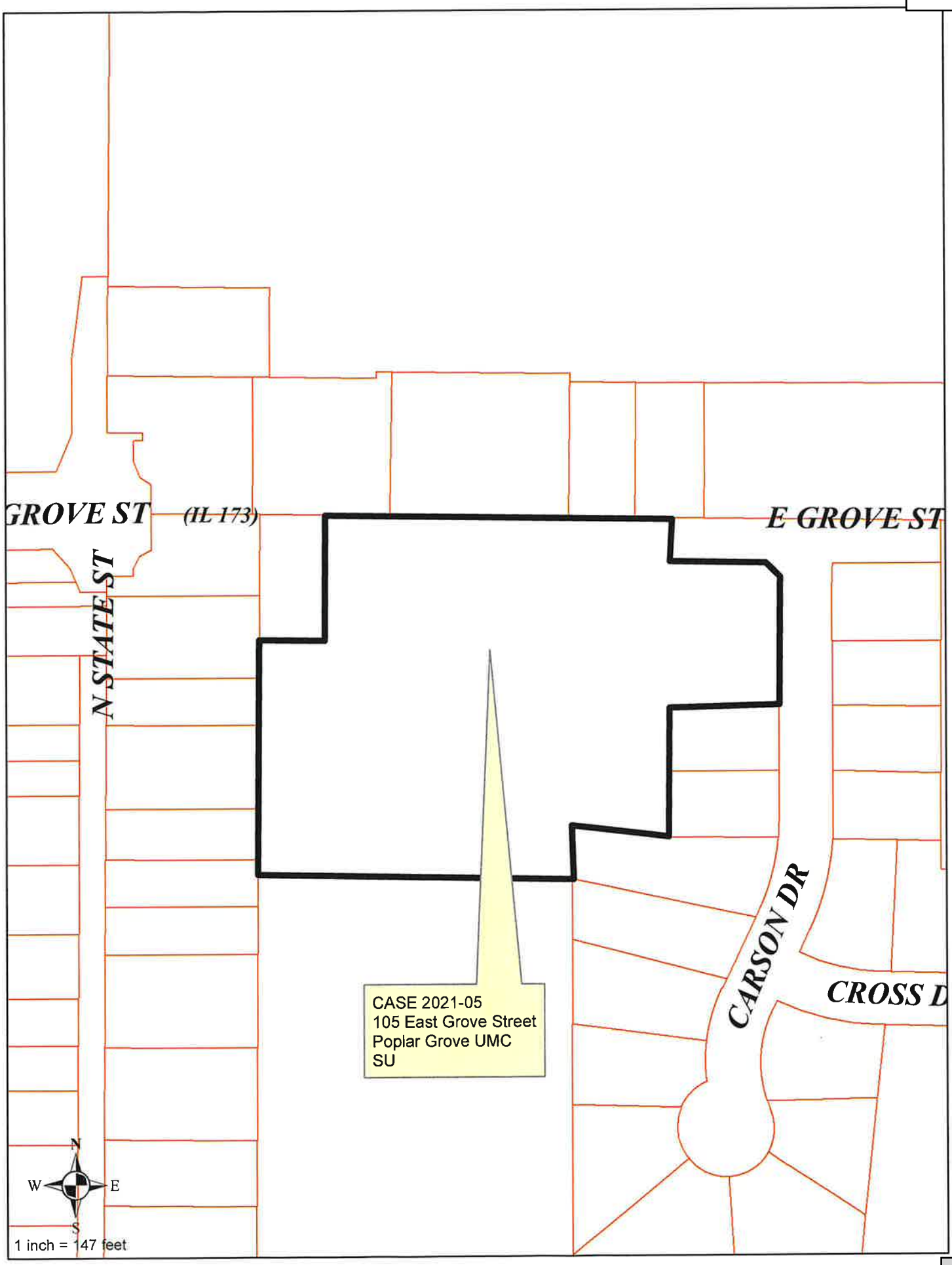
3. Illumination levels from the sign shall not exceed 0.5 footcandles at the property line.

PLANNING AND ZONING COMMISSION/VILLAGE BOARD ACTION

The Planning and Zoning Commission shall make and forward findings of fact as to the compliance of the proposed special use with the standards and make a recommendation to the Village Board. The Village Board shall review the findings and recommendation and may accept or reject the findings and recommendation of the Planning and Zoning Commission in whole or in part; or the Village Board may refer the matter back to the Planning and Zoning Commission for further consideration. Any approval shall be considered the approval of a unique request and not be construed as precedent for any other proposed special use.

ATTACHMENTS

1. Location Map submitted by Planning Staff.
2. Aerial Photo submitted by Planning Staff.
3. Narrative submitted by the Applicant.
4. Site Plan submitted by the Applicant.
5. Pictures of the Existing Sign submitted by the Applicant.
6. Proposed Sign submitted by the Applicant.
7. NRI 1653 submitted by the Boone County Soil and Water Conservation District, Teagan Duffy, August 30, 2021.
8. Letter from Boone County Health Department, Amanda Mehl, September 10, 2021.


GROVE ST
(IL 173)
E GROVE ST
N STATE ST
CARSON DR
CROSS D
CASE 2021-05
105 East Grove Street
Poplar Grove UMC
SU
N
W
E
S
1 inch = 147 feet


CASE 2021-05
105 East Grove Street
Poplar Grove UMC
SU
CARSON DR
CARSON DR
W
E
S
1 inch = 92 feet

Saavedra Group Architects

August 23, 2021

Village of Poplar Grove
Poplar Grove Village Hall
200 North Hill Street
Poplar Grove, Illinois 61065

Re: Application for Zoning Change
Poplar Grove United Methodist Church
PIN #s 04-19-101-057, 04-19-101-001, and 04-19-101-014
Change from R1- Single Family Residential District to GB – General Business District

Dear Planning Department,

Poplar Grove United Methodist Church is in the process of changing our current sign on 105 East Grove Street in Poplar Grove, Illinois, from a manually changed message to an electronically change message to be done wireless. These types of signs provide a better way to give the message we would like to give to our community and congregants. However, our current zoning R1 – Single Family Residential District does not allow LED or Electronic Signs.

For us to be allowed to have an electronic sign on our property on 105 East Grove St, we need to change the zoning of our property from R1-Single Family Residential District to GB-General Business District and then apply for a Special Use in the GB – General Business District to comply with the regulations of the zoning and Planning Department of the Village of Poplar Grove.

The following are our reasons why we are asking that our zoning change and the special use be granted to our church:

1. In order to change our message, the current sign requires that a person must manually select all the individual letters for each word of the new message and keep them in order of placement.

2. The current sign is over fifteen years old. The hydraulic arms that lift and hold up the glass door no longer work. Stronger winds have in various occasions open the glass door and have caused more damage to the sign.

3. As a result of the hydraulic arms not functioning, the individual changing the message must sit or stand in a position to hold the glass up with their head. The alternative is to find an individual to stand at the sign with them and hold the glass. Neither of these is safe on a windy day.

4. There are messages we would like to make known to the community driving or walking by that we cannot do on our current sign limiting us in the messages we as a church provide to our community.

5. We have selected an electronic sign that fits exactly on the same area and opening of our current sign. There will be no need to change our current sign structure. This sign will provide our church sufficient flexibility and a different way to transmit our message.

6. Finding a volunteer to change this message is becoming more difficult.

7. The current building for Poplar Grove United Methodist Church was built in 1999. At that time, electronic signs were very cumbersome and did not provide the features these signs provide today. The Board of Trustees of PGUMC have been the lighting systems in the building over to LED. Most of the lighting on the interior has been completed from conventional to LED. Now we are focusing our efforts in converting the exterior light systems. In this effort we have already converted the parking lights to LED and the manual sign is the next step in this conversion.

8. The location of the electronic sign will be at the same location of our current sign. This sign is located between xxx feet to the closet residential property across Route 173 to xxx feet to the residences on Route 173 , North State Street, and Carson Drive.

Based on the points stated above, we would like to ask the Planning Department of the Village of Poplar Grove to grant our request to change our current R1- Single Family Residential District zoning to GB – General Business District and grant us with the Special Use to allow our site to have an electronic sign to transmit our message to our congregation and our community.

If you need any additional information, please do not hesitate to contact us with your concerns or questions.

Sincerely,

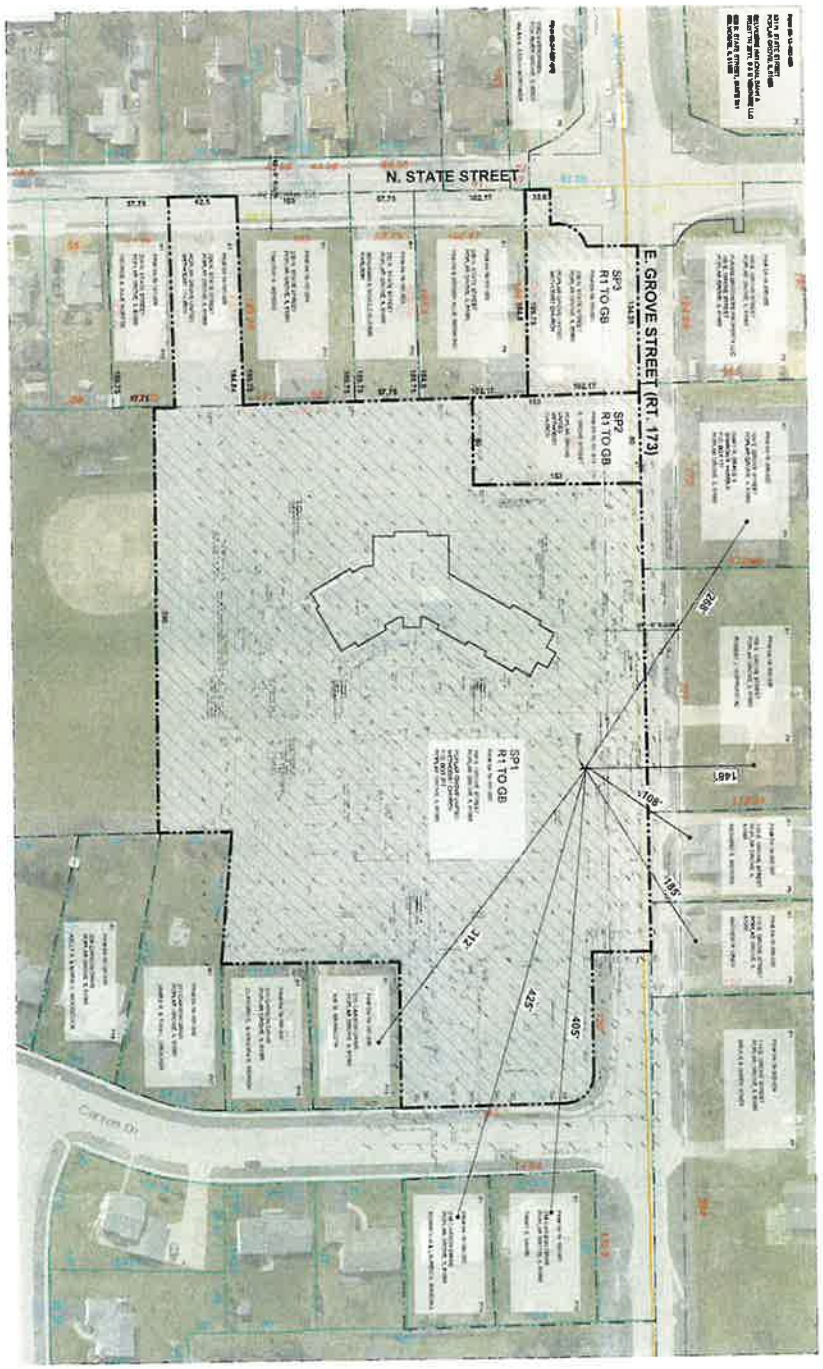
Saavedra Group Architects

Daniel G. Saavedra, AIA
President
Poplar Grove United Methodist Church Representative

ARCHITECTURE • ENGINEERING • MANAGEMENT
504 North Church Street, Rockford, Illinois 61103
Phone: 815-963-9392 Fax: 815-963-9021 www.sgadesign.com

Formerly Saavedra Gehlhausen Architects

1 PROPERTY REZONING & SPECIAL USE PERMIT APPLICATION 09.28.2021
1" = 40'-0"



LEGEND

SHEET: A1.00	PROJECT NUMBER:	SHEET ISSUES	POPLAR GROVE UNITED METHODIST CHURCH POPLAR GROVE, ILLINOIS	GRAPHIC SCALE 1" = 40'-0" CAUTION: IF THIS BAR DOES NOT MEASURE EXACTLY 1" THESE DRAWINGS ARE NOT PRINTED TO SCALE	CONSULTANT	ELECTRONIC MEDIA AND COPYRIGHT NOTICE	Saavedra Group Architects 304 North Church Street Rockford, Illinois 61103 T (815) 963-9393 F (815) 963-9331 www.saavedragp.com Illinois Registration Number: 184-007632
	SHEET DESCRIPTION: PROPERTY REZONING & SPECIAL USE PERMIT APPLICATION						


POPLAR GROVE
UNITED METHODIST CHURCH
"I AM THE BREAD OF LIFE."
JOIN US SUNDAYS @8AM&10AM


POPLAR GROVE
UNITED METHODIST CHURCH
"I AM THE BREAD OF LIFE."
JOIN US SUNDAYS 8AM & 10AM
www.PGUMC.us
815-765-2001
Worship Times
Sunday 8:00 AM 10:00 AM
Sunday School 9:00 AM

2' 4" x 7' 10" Full Color Electronic Message Center



IMAGE SIGNS
ROCKFORD
BELVIDERE
PH: 282-4141
FAX: 282-4157

4/21/2021

SCALE

Notes:

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Boone County
Soil & Water
Conservation District

211. N. Appleton Road
Belvidere, IL 61008
815-544-3465 x3

30 August 2021

SWCD NRI #: 1665

Belvidere Planning Department
401 Whitney Blvd., Suite 300
Belvidere, IL 61008

Dear Sir/Madam,

A request for a Natural Resource Information Report was submitted. We will supply a written reply to your office as indicated below:

__X__ Our review does not apply in this instance.
_____ Other (see attached)

Location of Site: 105 E. Grove Street, Poplar Grove, IL 61065
PIN(S): 04-19101-057

Contacts	Petitioner	Owner
Daniel Saavedra 504 N. Church St. Rockford, IL 61103 Daniel.saavedra@sgadesign.com (815) 222-7226	Poplar Grove United Methodist Church 105 E. Grove Street Poplar Grove, IL 61065	Same as Petitioner
(815) 765-2001 linda@pgumc.com		

Request: Special use for an LED sign and a change in zoning from R1 to GB.

Comments: The desired land use change will not significantly disturb soil or water resources.

Sincerely,

Teagan Duffy

Teagan Duffy
Boone County Soil & Water
Conservation District

Public Health
Prevent. Promote. Protect.

Boone County Health Department
1204 Logan Avenue, Belvidere, Illinois 61008
Main Office 815.544.2951 Clinic 815.544.9730 Fax 815.544.2050
www.boonehealth.org

The mission of the Boone County Health Department is to serve our community by preventing the spread of disease, promoting optimal wellness & protecting the public's health.

September 10, 2021

FAX: 815-547-0789

Gina DelRose
Community Development Planer
401 Whitney Blvd Suite 300
Belvidere, IL 61008

Planning Services for Village of Poplar Grove

Re: Case: 2021-05, Poplar Grove United Methodist Church, 105 E Grove St. (SU)

Dear Gina,

We are in receipt of a special use to have an animated sign at 105 East Grove Street with the GB, General Business District (pending rezoning) on approximately 5.5 acres of land. PIN: 04-19-101-057.

Our office has no objections or comments on this request.

Thank you,

Amanda Mehl
Administrator of Public Health
AT

MEMO

DATE: September 23, 2021

TO: Poplar Grove Village Board

FROM: Village of Poplar Grove Planning and Zoning Commission

SUBJECT: Findings of Fact for Case 2021-05: Poplar Grove United Methodist Church, 105 East Grove Street (SU)

REQUEST AND LOCATION:
The applicant and the property owner, Poplar Grove United Methodist Church, 105 East Grove Street, Poplar Grove, IL 61065 is requesting a special use pursuant to the Poplar Grove Zoning Ordinance, Table 8-11-5(C)(1) Permitted Signs by Type and Section 8-5-7 Special Uses. Specifically, the applicant is requesting a special use to have an animated sign at 105 East Grove Street with the GB, General Business District (pending rezoning) on approximately 5.5 acres of land (PIN: 04-19-101-057). The property is irregular in shape and developed with a church and parking area.

FINDINGS OF FACT:
Per Section 8-5-7(D) of the Village of Poplar Grove Zoning Ordinance, the criteria for granting a Special Use Permit are as follows:

A. **Findings: The establishment, maintenance or operation of the special use would not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.**

The animated sign will replace the existing changeable copy portion of the church's sign. Although animated signage can be distracting due to lighting levels and graphic displays, conditions of approval placed on the special use will reduce the potential negative impacts of the animated sign.

Churches often provide services that can be beneficial to the community. Various support groups, fundraisers and informational gatherings can be housed within a Church and notifying the community of such events can be difficult

B. **Findings: The special use would not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted or substantially diminish or impair property values within the neighborhood.**

Animated signage is becoming more and more popular with institutional uses due to their wide variety of offerings to the community. The ability to inform the community of offerings that could be beneficial to them would be advantageous to nearby property.

C. **Findings: The establishment of the special use will not impede the normal or orderly development and improvements of the surrounding property for uses permitted in the district.**

There are older residences along East Grove Street in addition to Bennett's Crossing which is located east of the property) and platted in 1995. The sign will be located along East Grove Street (Illinois Route 173) which is anticipated to develop with a mix of commercial uses and commercial signage. The planning staff is not aware of any development that was deterred due to a nearby animated sign.

D. <u>Findings:</u> Adequate utilities, access roads, drainage and/or necessary facilities will be provided.

The property is currently developed with a church and parking area. It is adequately served by utilities. The special use would require a sign face change, but not new construction.

E. <u>Findings:</u> Adequate measures have been taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets.

The property is currently developed with adequate ingress and egress. The animated sign will replace an existing changeable copy sign which has not had a negative impact on traffic in the past.

F. <u>Findings:</u> The special use shall, in all other respects, conform to the applicable regulations of the districts in which it is located.

The special use will be required to conform to all the applicable regulations of the Zoning Ordinance, the Subdivision Ordinance, all other regulations and to any conditions of approval enacted by the Village Board.

The motion to adopt the Findings of Fact for case 2021-05 for a special use to permit an animated sign at 105 East Grove carried with a (4-0) roll call vote.

_____

Nate Sroka, Acting Chairman
Poplar Grove Planning and Zoning Commission

ORDINANCE # 2021__33____

AN ORDINANCE GRANTING A SPECIAL USE FOR AN ANIMATED SIGN WITHIN THE GB, GENERAL BUSINESS DISTRICT (105 East Grove Street)

WHEREAS, the Village of Poplar Grove has adopted Title 8, Zoning in accordance with the provisions of Illinois Compiled Statutes, to regulate the use of land and specify the minimum requirements for improvements on land in the Village of Poplar Grove; and

WHEREAS, special uses are certain municipal or private uses that due to their physical or operational characteristics may pose a threat to the value, use and enjoyment of adjoining property and are reviewed on a case by case basis, and are permitted only by permission of the Poplar Grove Village Board; and,

WHEREAS, the applicant and owner, Poplar Grove United Methodist Church, 105 East Grove Street has petitioned the Village for a special use to permit an animated sign at 105 East Grove Street; and,

WHEREAS, after due notice by publication pursuant to the Illinois State Statutes, the Village of Poplar Grove Planning and Zoning Commission held a public hearing on September 22, 2021 concerning the proposed special use; and,

WHEREAS, the Village of Poplar Grove Planning and Zoning Commission having examined said application and having considered the evidence, both oral and documentary, and being fully advised about the premises did make findings of fact and a recommendation; and,

WHEREAS, the corporate authorities of the Village considered the findings of fact and concur with the recommendation of the Planning and Zoning Commission.

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

Section 1. That a special use in the GB, General Business District for an animated sign at the property legally described as and depicted in Attachment A:

> Part of the Northwest Quarter (1/4) of Section 19, Township 45 North, range 4 East of the Third Principal Meridian, bounded and described as follows, to-wit: Commencing at the Northwest corner of said Section 19; thence South 89 degrees 34’20” East, along the North line of said Section 19, a distance 0f 269.75 feet to the Northeast corner of premises

conveyed from Morgan J. Bullard and Lola R. Bullard to Zygmunt Teper and Mary Teper by Deed recorded in Book 122 of Deeds on page 114 in the Recorder's Office of Boone County, Illinois, said point being the point of beginning of the following described premises, to-wit: thence South 00 degrees 00' East, along the East line of aforesaid premises, so conveyed, a distance of 153.00 feet to the Southeast corner of aforesaid premises; thence North 89 degrees 34'20" West, along the South line of aforesaid premises, so conveyed, a distance of 80.0 feet to the Southwest corner of aforesaid premises; thence South 00 degrees 00' East, a distance of 226.19 feet to the North line of the premises conveyed by Ella Mae Pay to the Trustees of Poplar Grove Township, Boone County, Illinois by Deed recorded in Book 109 of Deeds on page 48 in said Recorder's Office of Boone County, Illinois; thence North 00 degrees 00' West, a distance of 390.0 feet to the North line of said Section 19; thence North 89 degrees 34'20" West, along the North line of said Section 19, a distance of 430.24 feet to the point of beginning; situated in the County of Boone and State of Illinois. 80 N153' E430.24" to POB & Lots 31 and 32 Bennetts Crossing (Ex PT for RD). PIN: 04-19-101-057

Be and is hereby approved, subject to the following conditions:

1. The animated portion of the sign shall be in substantial conformance with the picture submitted. (Attachment B).

2. Messages displayed within the animated portion of the sign shall be static for a minimum of five seconds.

3. Illumination levels from the sign shall not exceed 0.5 footcandles at the property line.

Section 2. That the premises shall be used in accordance with and subject to the applicable provisions of the Zoning Ordinance of the Village of Poplar Grove and shall not be used except as may otherwise be expressly authorized by the special use.

Section 3. That acceptance of any of the benefits of this Special Use shall be deemed acceptance of all the terms and conditions set forth herein.

Section 4. This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

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

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

_____
Don Sattler, Village President

ATTEST:

_____
Karri Anderberg, Village Clerk

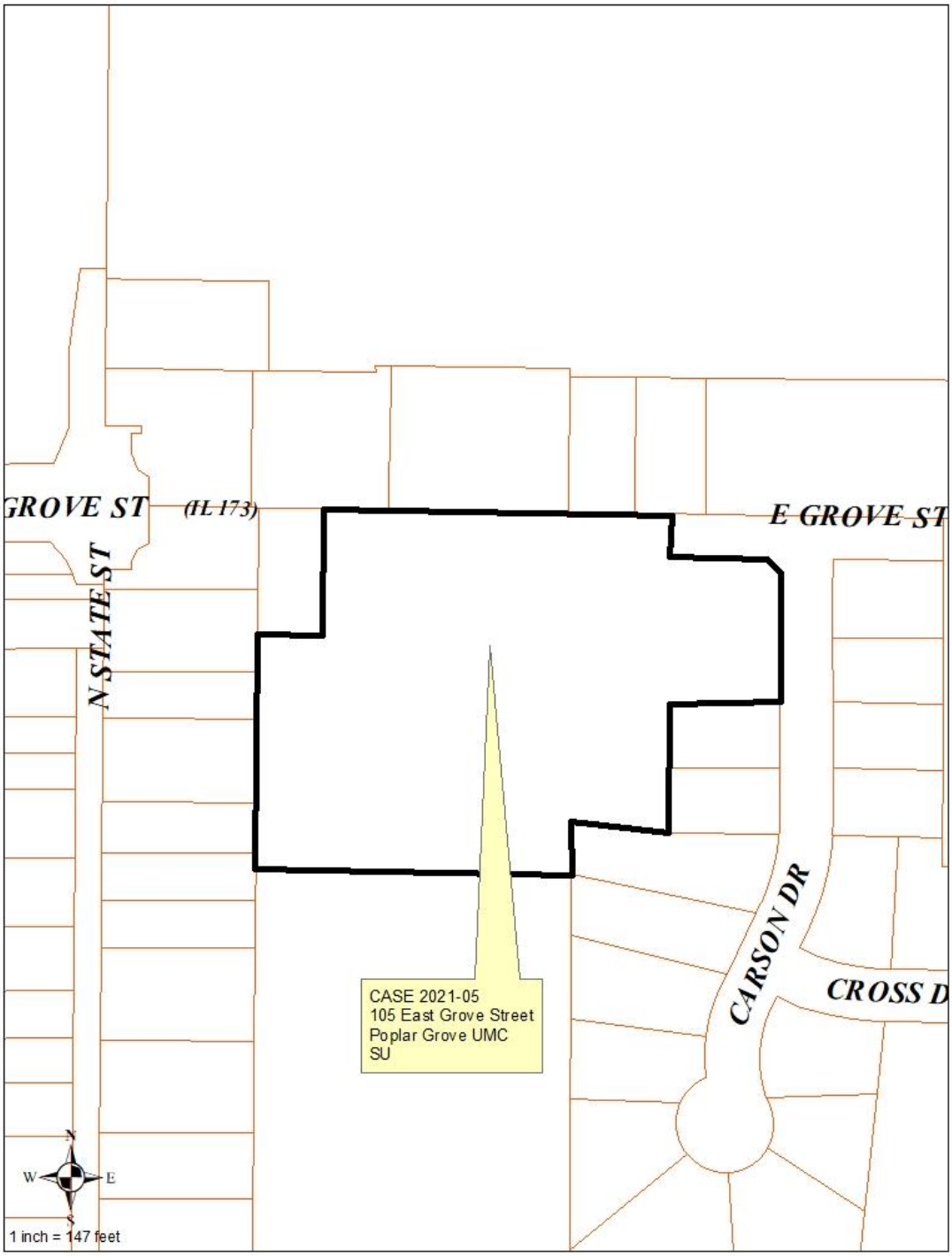
Ayes:____ Nays: ____ Absent ____

Village Board Members Voting Aye:____

Village Board Members Voting Nay:____

Date Published: _____ Sponsor:_____

Attachment A



Attachment B

2' 4" x 7' 10" Full Color Electronic Message Center



IMAGE SIGNS
ROCKFORD
BELVIDERE
PH: 282-4141
FAX: 282-4157

4/21/2021

SCALE

Notes:

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MAJESTIC ASPHALT

20932 Burr Oak Rd. Capron, IL 61012 * 815-543-5653

Proposal

NAME	PHONE
Lions Park	
STREET	WORK TO BE PERFORMED AT:
	Asphalt Walking Path
CITY/STATE	DATE OF PLANS
Poplar Grove, IL	2021 Season

1. Will remove existing damaged asphalt walking path approx. 5' x 2,075'.
2. Will excavate existing soils approx. 3' x 2,075' to accommodate 8" new base stone.
3. Will install approx. 250 ton CA6 base stone to excavated area.
4. Will grade base stone for proper drainage.
5. Will compact base stone with vibratory roller.
6. Will pave walking path approx. 8' x 2,075' with N50 hot mix asphalt @ 2.5".
7. Will compact all new asphalt with vibratory roller.
8. Will haul away debris and leave work area broom clean.
    - Prevailing wages to be paid.
    - Laser grader box to be used to meet ADA requirements.

All materials and workmanship is guaranteed for one year. All work to be completed in a workmanlike manner. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. This proposal is subject to acceptance within 60 days and it is void thereafter.

Total labor and material: $47,300.00

Half down, paid in full upon completion

Respectfully Submitted Dave Stout

ACCEPTANCE OF PROPOSAL

Signature_____

RESOLUTION 21-__50__

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE RESOLVING TO ACCEPT PROPOSAL OF MAJESTIC ASPHALT TO ENACT REPAIRS TO THE ASPHALT WALKING PATH AT LIONS PARK

WHEREAS, the asphalt walking path at Lions Park requires repair and replacement; and

WHEREAS, the Village of Poplar Grove ("Village") has received proposals for the repair and replacement of the asphalt walking path at Lions Park; and

WHEREAS, the Village desires to retain Majestic Asphalt of Capron, Illinois ("Majestic"), to complete the repair and replacement of the asphalt walking path at Lions Park under the terms of the proposal submitted by Majestic, a copy of which is attached to this resolution as Exhibit A; and

WHEREAS, this project will cost in excess of $25,000 and pursuant to Village Code Section 1-10-4 and by a two-thirds (2/3) vote of the corporate authorities, the Village hereby waives the public bid requirement for purchases exceeding $25,000; and

WHEREAS, this is a Public Works Project subject to the Illinois Prevailing Wage Act and the Village will comply with said act as required by 820 ILCS Sec. 130/0.01 *et seq*.; and

WHEREAS, the Village has determined that it is in the best interest of its citizens to construct the improvements.

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 waives the requirement to publicly bid the project by a two-thirds majority vote.
3. The Village hereby accepts the proposal of Majestic Asphalt for the repair and replacement of the asphalt walking path at Lions Park as set forth in Exhibit A attached hereto.
4. The Village President and Village Clerk are hereby authorized to execute and attest a contract with Majestic Asphalt for the repair and replacement of the walking path at Lions Park, and is further authorized to execute any document necessary to effectuate the intent set forth in this resolution.

The Village Clerk of Poplar Grove shall attest the same after the signature of the Village President.

Adopted this ___ day of October, 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

ADDENDUM TO CONTRACT

THIS ADDENDUM TO CONTRACT ("Addendum") is dated this ___ day of October 2021, and is by and between the Village of Poplar Grove, an Illinois municipal corporation ("Village"), and Majestic Asphalt ("Majestic") and is intended to amend the Contract dated _____, between the Village and Majestic.

RECITALS:

WHEREAS, the Village and Majestic entered into a Contract dated on _____, 2021 (the "Contract"); and

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

WHEREAS, such additions are set forth in this Addendum.

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

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

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

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

   A. Majestic will commence the work and services set forth in the Contract upon receiving authorization from the Village and shall complete such work by no later than _____, 2021. Such commencement and completion dates may be amended by written agreement of both parties hereto. All works and services shall be performed in a good and workmanlike manner.

   B. Majestic 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. Majestic 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, Majestic shall maintain commercial general liability insurance with limits of not less than $1 million each occurrence, $2 million general aggregate; and automobile liability insurance with limits of not less than $1 million per occurrence combined single limit or $1 million bodily injury per occurrence and $500,000 property damage; and workers' compensation

equal to statutory limits required by state law. All insurance policies shall name the Village of Poplar Grove as an additional insured. Prior to commencement of any work under the Contract, Majestic 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, Majestic 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 Majestic, its agents, employees, subcontractors or anyone for whose acts Majestic may be liable with respect to the work contemplated herein. Further, Majestic 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 Majestic, its subcontractors, agents, and employees be required to indemnify the Indemnified Parties for the negligent acts of the Indemnified Parties.

F. Majestic 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"). Majestic, 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. Majestic agrees that any breach or violation of this confidentiality provision would cause the Village irreparable injury for which it would have no adequate remedy at law and agrees that the Village may be entitled to obtain immediate injunctive relief prohibiting such breach or violation, in addition to any other rights and remedies available to it.

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

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

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

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

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

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

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

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

VILLAGE OF POPLAR GROVE

_____

By: Don Sattler
Village President

ATTEST:

_____
Karri Anderberg
Village Clerk

MAJESTIC ASPHALT

_____

By:_____

Its:_____

RESOLUTION NUMBER: _____

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS TO APPROVE AND AUTHORIZE THE VILLAGE PRESIDENT TO EXECUTE A CONTRACT WITH POINT&PAY FOR E-PAYMENT SERVICES

WHEREAS, the Village of Poplar Grove, Illinois ("Village") has determined it is wishes to contract for the provision of e-payment services to the Village; and

WHEREAS, the Village has previously contracted with Point&Pay ("Point&Pay") to provide e-payment services to the Village; and

WHEREAS, Point&Pay and the Village have negotiated a contract for the provision of e-payment services which is attached hereto as Exhibit A and incorporated herein ("Contract"); and

WHEREAS, the Village desires to enter into a contract with Point&Pay for the provision of e-payment services to the Village; and

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

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

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

2. The Village hereby accepts and approves the Contract with Point&Pay for the provision of e-payment service to the Village 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 Contract.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED _____, 2021

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

EXHIBIT A: CONTRACT

EXHIBIT B: ADDENDUM TO CONTRACT

POINT & PAY, LLC
E-PAYMENT SERVICES AGREEMENT

Parties:

Point & Pay, LLC ("**PNP**")
A subsidiary of NAB, doing business in Delaware

Village of Poplar Grove, IL

Terms

SECTION 1 E-PAYMENT SERVICES

1.1 Access to Payment Modules

1.1.1 Pursuant to this E-Payment Services Agreement (this "**Agreement**"), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the "**Services**") and payment modules (each, a "**Module**") chosen in the attached client application ("**Client Application**") to enable Client's customers ("**Customers**") to make payments to Client using a Payment Device. "**Payment Device**" means the payment type(s) chosen by Client on the Client Application. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the "**Services Description**").

1.1.2 Payment types are Debit Cards, Credit Cards or electronic checks ("**e-Check**"). A "**Debit Card**" is a valid payment card with a VISA, Mastercard or Discover Network mark that is tied to a cardholder's bank account or a prepaid account and which is processed with or without the use of a PIN. A "**Credit Card**" is a valid payment card authorizing the cardholder to buy goods or services on credit and bearing the service mark of VISA, Mastercard, Discover Network or AXP. Client agrees to comply with and be subject to all rules and regulations of MasterCard International, Inc., ("**MasterCard**"), Visa International ("**VISA**"), Discover Network ("**Discover Network**"), American Express ("**AXP**") (collectively, the "**Rules**") and National Automated Clearing House Association rules and regulations ("**NACHA Rules**"), as they may exist or are modified from time to time and as applicable to Client's activities under this Agreement. Client also agrees to comply with all guidelines, policies and procedures for services provided to Client by PNP from time to time.

1.1.3 At the time of Client's execution of this Agreement, Client shall also return the completed Client Application to PNP. Subject to the terms and conditions of this Agreement, the Services may be also be used by the affiliated offices, bureaus, agencies or departments of Client ("**Affiliates**"). Each Affiliate that uses the Services shall complete a Client Application prior to commencement of the Services after which PNP will recognize such Affiliate as the Client pursuant to all of the terms and conditions of the Agreement.

1.2 Client Representatives

PNP will provide Client's authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client's passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client's computer equipment, system, browser or Internet connectivity.

1.3 Payment Device Transactions

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder or checking account owner and the Client (provided that, with respect to applicable service or convenience fees charges, such portion of the transaction will be between Customer and PNP).

1.4 e-Check Transactions ACH Authorizations

1.4.1 Definitions

1.4.1.1 "**ACH Entry**" means any electronic funds transfer initiated through the ACH System resulting in a credit to a Designated Account ("Debit Entry") or a debit to a designated account ("Credit Entry");

1.4.1.2 "**ACH System**" means the automated clearinghouse or other system used for bulk file transfers;

1.4.2 e-Check Transactions. e-Check transactions are executed by creating or originating authorized ACH Entries using checking account information provided by a Customer. PNP will provide ACH origination services to Client relating to ACH Entries, pursuant to the terms of this Agreement and the NACHA Rules, with PNP's designated financial institution acting as an Originating Depository Financial Institution ("**ODFI**") with respect to such ACH Entries. In addition:

1.4.2.1 Client authorizes PNP and its designated ODFI to originate Entries on behalf of Client;

1.4.2.2 Client agrees to any restrictions on the types of ACH Entries that may be originated;

1.4.2.3 Subject to Section 8.3 below, Client acknowledges and agrees to the right of the PNP and its designated ODFI to terminate or suspend this Agreement for breach of the Rules in a manner that permits PNP and the ODFI to comply with the Rules;

1.4.2.4 Client acknowledges and agrees to the right of PNP and the ODFI to audit Client's compliance with the Agreement, including compliance with NACHA Rules; and

1.4.2.5 Client represents and warrants that it has the full authority and capacity to bind its Affiliates to the terms of the Agreement.

1.5 Service Promotion

Client will use reasonable efforts to promote the Services and build awareness of the Services with its Customers through various media including, but not limited to:

- Print: Bill inserts, counter displays, and announcements in Client's newsletter
- Online: Home page announcements with an easily accessible, one-click link to payments page.
- Phone/IVR: Pre-recorded message with the ability to transfer to payments IVR (e.g., "Press 2 to make a payment") or provide the IVR phone number to call.
- Joint Press Releases: The parties shall mutually agree upon press releases announcing the availability of electronic payment services and the partnering of Client and PNP.

1.6 Trademark License

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the "**Trademarks**") solely in connection with Client's promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

1.7 Client Logo License

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks ("**Client Marks**") solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client's and PNP's use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

SECTION 2 COMPENSATION

2.1 Services Transaction Fee

PNP will charge the transaction fee to use the Services set forth on the Client Application. If Services fees are charged directly to Customers by PNP, Customers will receive a notice each time they use the Services stating that the Services are provided by PNP and that a convenience or service fee is charged for use of the Services. PNP may change the amount of such fee by notifying Client of such new amount at least thirty (30) days prior to such change.

2.2 Activation and Monthly Fees

If applicable, Client shall pay a one-time Activation Fee and Monthly Fees as set forth on the Client Application. If Client does not implement the Service under this Agreement within six months after the Effective Date, other than due to a material breach by PNP, all unpaid fees that would have been assessed in the first year of the Term shall become immediately due and payable.

2.3 Charge-backs and Returns

Unless otherwise specified in the Client Application, and without limiting any other rights it may have, PNP will set off (a) the amount of any charge-backs, refusals to pay and returns from any amounts otherwise owing by PNP to Client and (b) a transaction handling fee for charge-backs and non-sufficient funds (NSF) as specified in the Client Application

2.4 ACH Debit of Fees

Client hereby authorizes PNP, and any subsidiary or successor thereof, solely with respect to amounts due pursuant to this Agreement and any subsequent agreements between Client and PNP, including but not limited to convenience or service fees, transaction fees, charge-backs and returns as set forth in Sections 2.1 and 2.3 of this Agreement, to initiate Automated Clearing House ("**ACH**") Authorizations to credit and debit Client's bank account as set forth on the Banking Authorization Form attached hereto as Exhibit B or otherwise provided by Client.

SECTION 3 INTELLECTUAL PROPERTY; CONFIDENTIALITY

3.1 No Transfer or License

Except for the rights expressly granted to Client in this Agreement, no PNP Intellectual Property Right is transferred or licensed to Client pursuant to this Agreement, by implication or otherwise. PNP reserves and retains all rights, title and interests in and to the PNP Intellectual Property Rights, and all copies, revisions, modifications, updates, and upgrades thereof. Client agrees not to remove, alter or destroy any copyright, patent notice, trademark or other proprietary markings or confidential legends placed on or within any portion of the PNP Intellectual Property Rights. For purposes of this Agreement, "**Intellectual Property Rights**" means all the intellectual property, industrial and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country, or any political subdivision thereof, including (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers, (b) copyrights, moral rights (including rights of attribution and rights of integrity), (c) all trade secrets, inventions,

discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice, (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, and (e) all goodwill associated with any of the foregoing and (f) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

3.2 Ownership and Use of PNP Materials

Any software developed by or on behalf of PNP for use in connection with the Services remains the exclusive property of PNP. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages accessible through use of the Services are the copyrighted intellectual property of PNP and may not be copied in whole or part by anyone. Any training materials (including, but not limited to, webinars and manuals) provided to Client by PNP shall remain the exclusive property of PNP. PNP grants Client and Client's personnel a limited, non-exclusive, non-transferrable license to use and to make copies of the training materials with its personnel solely in connection with the Services. Training materials may not be modified by Client or its personnel or disclosed to any third party, including Client's end-user Customers. Client shall ensure all personnel shall complete and review all training materials prior to using the Services.

3.3 Reverse Engineering

Client will not reverse engineer, reverse assemble, decompile or disassemble any of PNP's intellectual property, nor will Client attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Client is expressly prohibited from sublicensing use of the Service to any third parties. If Client becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section 3.3, Client will promptly notify PNP.

3.4 Confidential Information

3.4.1 Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

3.4.2 For purposes of this Agreement, "**Confidential Information**" means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multi-level access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

3.5 Exclusions

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement, Client will provide PNP with prompt written notice so that PNP may seek a protective order or other appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

3.6 Failure to Comply

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

3.7 Survival

The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

SECTION 4 WARRANTIES; DISCLAIMER

4.1 Warranties

4.1.1 Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

4.1.2 PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

4.2 Disclaimers

4.2.1 PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

4.2.2 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY.

SECTION 5 LIMITATIONS OF LIABILITY AND OBLIGATION

5.1 Damages and Liability Limit

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. IN NO EVENT WILL PNP HAVE OR INCUR ANY LIABILITY TO CLIENT OR ANY THIRD PARTY IN EXCESS OF THE AGGREGATE COMPENSATION RECEIVED BY PNP FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM FOR SUCH LIABILITY. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

5.2 Refusals of Payment

PNP will not be liable for charge-backs or other refusals of payment initiated by any Customer. All such charge-backs and other refusals of payment will be refunded by PNP to the Customer and Client will mark and otherwise treat the related Customer account as "unpaid."

5.3 Errors and Omissions

PNP will not be liable for any errors or omissions in data provided by Client or Customers. Client will be responsible for the accuracy of data provided to PNP for use in providing the Services.

5.4 Bank Actions

PNP will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any Payment Device payment.

SECTION 6 CARDHOLDER DATA SECURITY

To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS") in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website which may be amended or modified at any time: https://www.pcisecuritystandards.org.

SECTION 7 EXCLUSIVITY

Client agrees that PNP will be the exclusive provider of electronic payment services and that Client may not procure similar such services from any other party.

SECTION 8 TERM AND TERMINATION

8.1 Term

The ~~initial~~ term of this Agreement will commence on the Effective Date and will end on the third (3rd) anniversary of the Effective Date (the "**~~Initial~~ Term**"). ~~The term of t~~his Agreement will terminate at the end of the ~~Initial~~ Term ~~or any subsequent Renewal Term if either party provides written notice of such termination to the other party at least sixty (60) days prior to the expiration of the applicable Term.~~

8.2 In the Event of Breach; Effect on Affiliates

8.2.1 Subject to the opportunity to cure set forth below, either party may terminate this Agreement upon sixty (60) days written notice to the other party in the event of a material, uncured breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("**Notice**").

8.2.2 Following receipt of Notice, the alleged breaching party shall have sixty (60) days to cure such alleged breach. Upon termination or expiration of this Agreement, Client shall have no rights to continue use of the Service or the Modules. Expiration or termination of the Agreement by Client or PNP shall also terminate the Affiliates' rights under the Agreement unless otherwise agreed by the parties in writing. PNP may terminate the Agreement solely with respect to an individual Affiliate without affecting the rights and obligations of Client and other Affiliates under the Agreement.

8.3 Modification to or Discontinuation of the Service

PNP reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In addition, PNP will have the right to discontinue accepting any Payment Device by providing not less than ten (10) days' written notice to Client. In the event that PNP modifies the Service in a manner which removes or disables a feature or functionality on which Client materially relies, PNP, at Client's request, shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that PNP is unable to substantially restore such functionality within sixty (60) days, Client shall have the right to terminate the Agreement. Client acknowledges that PNP reserves the right to discontinue offering the Service and any support at the conclusion of Client's then-current Term. Client agrees that PNP shall not be liable to Client nor to any third party for any modification of the Service as described in this Section.

SECTION 9 PAYMENT DEVICE TRANSACTION DEPOSITS

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Application. PNP shall initiate such deposits as specified on the attached Client Application. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

SECTION 10 FORCE MAJEURE

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, pandemics or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

SECTION 11 GOVERNING LAW

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of ~~Florida~~Illinois without reference to its conflicts of law principles.

SECTION 12 NOTICES

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

If to Client:	See Merchant Application
If to PNP:	Point & Pay, LLC 110 State St. E, Suite D Oldsmar, FL 34677

SECTION 13 MISCELLANEOUS

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have, or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement, including, without limitation, the Rules and NACHA Rules. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

The parties have duly executed this Agreement as of the date of the last signature below (the "**Effective Date**").

Point & Pay, LLC **Village of Poplar Grove, IL**

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A
Services Description

The following is a description of all Services and Modules offered by PNP. PNP shall provide the Services to Client and its Customers via the specific Modules and Payment Devices chosen by Client in the Client Application. Applicable fees, if any, for Client's elections are set forth on the Client Application. The Services include support and training outlined below at no additional charge to Client.

Service Modules

- **Counter Module.** The Counter Module allows Customers to make payments to Client in a face-to-face environment or over the phone using a Payment Device. PNP will issue unique confirmation numbers to Customers who have completed a payment transaction using the Counter Module. The Counter Module also enables Client's staff to access reports via the web. The Counter Module is required to access the PNP Services. The Counter Module may be used in conjunction with or independently of point-of-sale (POS) terminals.

- **Web Module.** The Web Module allows Customers to make payments to Clients online using a Payment Device via a secure website hosted by PNP. Customers who elect to make payments via the Internet can follow a link from the Client website to the Client-branded, PNP-hosted web pages to submit a payment. PNP will issue unique confirmation numbers to Customers who have completed a payment transaction using the Web Module. PNP shall create the Client-branded, PNP-hosted web pages at no additional charge. Client may elect bill presentment and account validation functionality for the one-time set-up fee set forth on the Client Application under "Data File Integration."

- **Interactive Voice Response (IVR) Module.** The IVR Module allows Customers to make payments to Clients over the phone using a Payment Device. The Customer calls a toll-free phone number provided and managed by PNP to access the Client branded IVR. The IVR system recognizes Customer instructions through making a payment; the phone keypad is used to enter Payment Device numbers. The IVR system is configured and tested by PNP. PNP will issue unique confirmation numbers to Customers who have completed a payment transaction using the IVR Module. Election of the IVR Module includes a Client-branded IVR environment and, if applicable, Client shall pay the one-time IVR set-up fee for the IVR Module set forth on the Client Application. In addition, Client may elect to have bill presentment and account validation functionality enabled through the IVR for the one-time set-up fee on the Client Application under "Data File Integration."

Customer Payment Devices

Each of the Modules can provide the Customer with the ability to pay by Credit Card, Debit Card and/or Electronic Check.

Training

PNP shall provide instruction manuals and up to four (4) hours of webinar training to Client and Client personnel in connection with the Modules chosen by Client.

Support

PNP shall provide services and technical support to Client via telephone during regular business hours. Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.

Exhibit B

Client Application

point&pay

Change Request Form

Requestor Name:	Carina Boyd
Request Date:	9/29/2021
Current Partner Name:	Village of Poplar Grove, IL
Current Partner ID:	7871

Section A. Select the Change Type (Mark with a X)

Change Partner Name		**Complete (Section C)**
Deactivate Partner		
Add New Office		
Modify Existing Office		
Add/Remove Payment Method		
Add/Remove Channels		
Change Custom Data Element		
Change/Add Software Vendor		
Other		
Change Credit Card Fees	XXX	**Complete (PnP Fee Doc)**
Change E-Check Fees	XXX	
Other Fee Changes (Tiered, Interchange)		
Change Product Name		**Complete (Section B)**
Change Product Classification (MCC)		
Add New Product		
Deactivate Product		

Section B. Enter below the name of the product(s) to which this change request applies. If adding a new product, put "New" for the product code.

Product Name	Product Code	MCC Code	Channel
			☑PNP COUNTER ☑PNP WEB ☐PNP IVR ☐Other POS ☐Other Web ☐BillPay
			☐PNP COUNTER ☐ PNP WEB ☐PNP IVR ☐Other POS ☐Other Web ☐BillPay
			☐PNP COUNTER ☐ PNP WEB ☐PNP IVR ☐Other POS ☐Other Web ☐BillPay
			☐PNP COUNTER ☐ PNP WEB ☐PNP IVR ☐Other POS ☐Other Web ☐BillPay
			☐PNP COUNTER ☐ PNP WEB ☐PNP IVR ☐Other POS ☐Other Web ☐BillPay
			☐PNP COUNTER ☐ PNP WEB ☐PNP IVR ☐Other POS ☐Other Web ☐BillPay

Section C. Describe Changes Requested:

Note: If new Software Partner, please include the contact information.

Change Credit Card Fee to 2.75% min $1.50
Change eCheck Fee to $1.50

CLIENT NAME: Carina Boyd

TITLE: _____

SIGNATURE: _____

point&pay

Change Request Form

Requestor Name:	Carina Boyd
Request Date:	9/28/2021
Current Partner Name:	Village of Poplar Grove, IL
Current Partner ID:	7871

Section A. Select the Change Type (Mark with a X)

Change Partner Name		**Complete (Section C)**
Deactivate Partner		
Add New Office		
Modify Existing Office	Yes	
Add/Remove Payment Method		
Add/Remove Channels	Yes	
Change Custom Data Element		
Change/Add Software Vendor		
Other		
Change Credit Card Fees		**Complete (PnP Fee Doc)**
Change E-Check Fees		
Other Fee Changes (Tiered, Interchange)		
Change Product Name		**Complete (Section B)**
Change Product Classification (MCC)		
Add New Product		
Deactivate Product		

Section B. Enter below the name of the product(s) to which this change request applies. If adding a new product, put "New" for the product code.

Product Name	Product Code	MCC Code	Channel
			☐PNP COUNTER ☐PNP WEB ☐PNP IVR ☐Other POS ☐Other Web ☑BillPay
			☐PNP COUNTER ☐PNP WEB ☐PNP IVR ☐Other POS ☐Other Web ☑BillPay
Utility Billing			☐PNP COUNTER ☐PNP WEB ☐PNP IVR ☐Other POS ☐Other Web ☑BillPay
			☐PNP COUNTER ☐PNP WEB ☐PNP IVR ☐Other POS ☐Other Web ☐BillPay
			☐PNP COUNTER ☐PNP WEB ☐PNP IVR ☐Other POS ☐Other Web ☐BillPay
			☐PNP COUNTER ☐PNP WEB ☐PNP IVR ☐Other POS ☐Other Web ☐BillPay

Section C. Describe Changes Requested:

Note: If new Software Partner, please include the contact information.

Client would like to upgrade to BS&A BillPay

CLIENT NAME: _____

TITLE: _____

SIGNATURE: _____

POINT & PAY, LLC
E-PAYMENT SERVICES AGREEMENT

Parties:

Point & Pay, LLC ("**PNP**")
A subsidiary of NAB, doing business in Delaware

Village of Poplar Grove, IL

Terms

SECTION 1 E-PAYMENT SERVICES

1.1 Access to Payment Modules

1.1.1 Pursuant to this E-Payment Services Agreement (this "**Agreement**"), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the "**Services**") and payment modules (each, a "**Module**") chosen in the attached client application ("**Client Application**") to enable Client's customers ("**Customers**") to make payments to Client using a Payment Device. "**Payment Device**" means the payment type(s) chosen by Client on the Client Application. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the "**Services Description**").

1.1.2 Payment types are Debit Cards, Credit Cards or electronic checks ("**e-Check**"). A "**Debit Card**" is a valid payment card with a VISA, Mastercard or Discover Network mark that is tied to a cardholder's bank account or a prepaid account and which is processed with or without the use of a PIN. A "**Credit Card**" is a valid payment card authorizing the cardholder to buy goods or services on credit and bearing the service mark of VISA, Mastercard, Discover Network or AXP. Client agrees to comply with and be subject to all rules and regulations of MasterCard International, Inc., ("**MasterCard**"), Visa International ("**VISA**"), Discover Network ("**Discover Network**"), American Express ("**AXP**") (collectively, the "**Rules**") and National Automated Clearing House Association rules and regulations ("**NACHA Rules**"), as they may exist or are modified from time to time and as applicable to Client's activities under this Agreement. Client also agrees to comply with all guidelines, policies and procedures for services provided to Client by PNP from time to time.

1.1.3 At the time of Client's execution of this Agreement, Client shall also return the completed Client Application to PNP. Subject to the terms and conditions of this Agreement, the Services may be also be used by the affiliated offices, bureaus, agencies or departments of Client ("**Affiliates**"). Each Affiliate that uses the Services shall complete a Client Application prior to commencement of the Services after which PNP will recognize such Affiliate as the Client pursuant to all of the terms and conditions of the Agreement.

1.2 Client Representatives

PNP will provide Client's authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client's passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client's computer equipment, system, browser or Internet connectivity.

1.3 Payment Device Transactions

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder or checking account owner and the Client (provided that, with respect to applicable service or convenience fees charges, such portion of the transaction will be between Customer and PNP).

1.4 e-Check Transactions ACH Authorizations

1.4.1 Definitions

1.4.1.1"**ACH Entry**" means any electronic funds transfer initiated through the ACH System resulting in a credit to a Designated Account ("Debit Entry") or a debit to a designated account ("Credit Entry");

1.4.1.2 "**ACH System**" means the automated clearinghouse or other system used for bulk file transfers;

1.4.2 e-Check Transactions. e-Check transactions are executed by creating or originating authorized ACH Entries using checking account information provided by a Customer. PNP will provide ACH origination services to Client relating to ACH Entries, pursuant to the terms of this Agreement and the NACHA Rules, with PNP's designated financial institution acting as an Originating Depository Financial Institution ("**ODFI**") with respect to such ACH Entries. In addition:

1.4.2.1 Client authorizes PNP and its designated ODFI to originate Entries on behalf of Client;

1.4.2.2 Client agrees to any restrictions on the types of ACH Entries that may be originated;

1.4.2.3 Subject to Section 8.3 below, Client acknowledges and agrees to the right of the PNP and its designated ODFI to terminate or suspend this Agreement for breach of the Rules in a manner that permits PNP and the ODFI to comply with the Rules;

1.4.2.4 Client acknowledges and agrees to the right of PNP and the ODFI to audit Client's compliance with the Agreement, including compliance with NACHA Rules; and

1.4.2.5 Client represents and warrants that it has the full authority and capacity to bind its Affiliates to the terms of the Agreement.

1.5 Service Promotion

Client will use reasonable efforts to promote the Services and build awareness of the Services with its Customers through various media including, but not limited to:

- Print: Bill inserts, counter displays, and announcements in Client's newsletter
- Online: Home page announcements with an easily accessible, one-click link to payments page.
- Phone/IVR: Pre-recorded message with the ability to transfer to payments IVR (e.g., "Press 2 to make a payment") or provide the IVR phone number to call.
- Joint Press Releases: The parties shall mutually agree upon press releases announcing the availability of electronic payment services and the partnering of Client and PNP.

1.6 Trademark License

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the "**Trademarks**") solely in connection with Client's promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

1.7 Client Logo License

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks ("**Client Marks**") solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client's and PNP's use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

SECTION 2 COMPENSATION

2.1 Services Transaction Fee

PNP will charge the transaction fee to use the Services set forth on the Client Application. If Services fees are charged directly to Customers by PNP, Customers will receive a notice each time they use the Services stating that the Services are provided by PNP and that a convenience or service fee is charged for use of the Services. PNP may change the amount of such fee by notifying Client of such new amount at least thirty (30) days prior to such change.

2.2 Activation and Monthly Fees

If applicable, Client shall pay a one-time Activation Fee and Monthly Fees as set forth on the Client Application. If Client does not implement the Service under this Agreement within six months after the Effective Date, other than due to a material breach by PNP, all unpaid fees that would have been assessed in the first year of the Term shall become immediately due and payable.

2.3 Charge-backs and Returns

Unless otherwise specified in the Client Application, and without limiting any other rights it may have, PNP will set off (a) the amount of any charge-backs, refusals to pay and returns from any amounts otherwise owing by PNP to Client and (b) a transaction handling fee for charge-backs and non-sufficient funds (NSF) as specified in the Client Application

2.4 ACH Debit of Fees

Client hereby authorizes PNP, and any subsidiary or successor thereof, solely with respect to amounts due pursuant to this Agreement and any subsequent agreements between Client and PNP, including but not limited to convenience or service fees, transaction fees, charge-backs and returns as set forth in Sections 2.1 and 2.3 of this Agreement, to initiate Automated Clearing House ("**ACH**") Authorizations to credit and debit Client's bank account as set forth on the Banking Authorization Form attached hereto as Exhibit B or otherwise provided by Client.

SECTION 3 INTELLECTUAL PROPERTY; CONFIDENTIALITY

3.1 No Transfer or License

Except for the rights expressly granted to Client in this Agreement, no PNP Intellectual Property Right is transferred or licensed to Client pursuant to this Agreement, by implication or otherwise. PNP reserves and retains all rights, title and interests in and to the PNP Intellectual Property Rights, and all copies, revisions, modifications, updates, and upgrades thereof. Client agrees not to remove, alter or destroy any copyright, patent notice, trademark or other proprietary markings or confidential legends placed on or within any portion of the PNP Intellectual Property Rights. For purposes of this Agreement, "**Intellectual Property Rights**" means all the intellectual property, industrial and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country, or any political subdivision thereof, including (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers, (b) copyrights, moral rights (including rights of attribution and rights of integrity), (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice, (d) all domestic and foreign

patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, and (e) all goodwill associated with any of the foregoing and (f) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

3.2 Ownership and Use of PNP Materials

Any software developed by or on behalf of PNP for use in connection with the Services remains the exclusive property of PNP. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages accessible through use of the Services are the copyrighted intellectual property of PNP and may not be copied in whole or part by anyone. Any training materials (including, but not limited to, webinars and manuals) provided to Client by PNP shall remain the exclusive property of PNP. PNP grants Client and Client's personnel a limited, non-exclusive, non-transferrable license to use and to make copies of the training materials with its personnel solely in connection with the Services. Training materials may not be modified by Client or its personnel or disclosed to any third party, including Client's end-user Customers. Client shall ensure all personnel shall complete and review all training materials prior to using the Services.

3.3 Reverse Engineering

Client will not reverse engineer, reverse assemble, decompile or disassemble any of PNP's intellectual property, nor will Client attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Client is expressly prohibited from sublicensing use of the Service to any third parties. If Client becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section 3.3, Client will promptly notify PNP.

3.4 Confidential Information

3.4.1 Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

3.4.2 For purposes of this Agreement, "**Confidential Information**" means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multi-level access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

3.5 Exclusions

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement, Client will provide PNP with prompt written notice so that PNP may seek a protective order or other appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

3.6 Failure to Comply

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

3.7 Survival

The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

SECTION 4 WARRANTIES; DISCLAIMER

4.1 Warranties

4.1.1 Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

4.1.2 PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

4.2 Disclaimers

4.2.1 PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

4.2.2 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY.

SECTION 5 LIMITATIONS OF LIABILITY AND OBLIGATION

5.1 Damages and Liability Limit

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. IN NO EVENT WILL PNP HAVE OR INCUR ANY LIABILITY TO CLIENT OR ANY THIRD PARTY IN EXCESS OF THE AGGREGATE COMPENSATION RECEIVED BY PNP FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM FOR SUCH LIABILITY. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

5.2 Refusals of Payment

PNP will not be liable for charge-backs or other refusals of payment initiated by any Customer. All such charge-backs and other refusals of payment will be refunded by PNP to the Customer and Client will mark and otherwise treat the related Customer account as "unpaid."

5.3 Errors and Omissions

PNP will not be liable for any errors or omissions in data provided by Client or Customers. Client will be responsible for the accuracy of data provided to PNP for use in providing the Services.

5.4 Bank Actions

PNP will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any Payment Device payment.

SECTION 6 CARDHOLDER DATA SECURITY

To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS") in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website which may be amended or modified at any time: https://www.pcisecuritystandards.org.

SECTION 7 EXCLUSIVITY

Client agrees that PNP will be the exclusive provider of electronic payment services and that Client may not procure similar such services from any other party.

SECTION 8 TERM AND TERMINATION

8.1 Term

The term of this Agreement will commence on the Effective Date and will end on the third (3rd) anniversary of the Effective Date (the "**Initial Term**"). Following the Initial Term, the agreement shall renew on a monthly basis unless one of the Parties notifies the other of an intent to terminate the agreement. Thirty (30) days' notice is required from the date of notification before termination can be completed.

Deleted: This Agreement will terminate at the end of the Term

8.2 In the Event of Breach; Effect on Affiliates

8.2.1 Subject to the opportunity to cure set forth below, either party may terminate this Agreement upon sixty (60) days written notice to the other party in the event of a material, uncured breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("**Notice**").

8.2.2 Following receipt of Notice, the alleged breaching party shall have sixty (60) days to cure such alleged breach. Upon termination or expiration of this Agreement, Client shall have no rights to continue use of the Service or the Modules. Expiration or termination of the Agreement by Client or PNP shall also terminate the Affiliates' rights under the Agreement unless otherwise agreed by the parties in writing. PNP may terminate the Agreement solely with respect to an individual Affiliate without affecting the rights and obligations of Client and other Affiliates under the Agreement.

8.3 Modification to or Discontinuation of the Service

PNP reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In addition, PNP will have the right to discontinue accepting any Payment Device by providing not less than ten (10) days' written notice to Client. In the event that PNP modifies the

Service in a manner which removes or disables a feature or functionality on which Client materially relies, PNP, at Client's request, shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that PNP is unable to substantially restore such functionality within sixty (60) days, Client shall have the right to terminate the Agreement. Client acknowledges that PNP reserves the right to discontinue offering the Service and any support at the conclusion of Client's then-current Term. Client agrees that PNP shall not be liable to Client nor to any third party for any modification of the Service as described in this Section.

SECTION 9 PAYMENT DEVICE TRANSACTION DEPOSITS

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Application. PNP shall initiate such deposits as specified on the attached Client Application. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

SECTION 10 FORCE MAJEURE

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, pandemics or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

SECTION 11 GOVERNING LAW

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Illinois without reference to its conflicts of law principles.

SECTION 12 NOTICES

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

If to Client: See Merchant Application

If to PNP: Point & Pay, LLC
110 State St. E, Suite D
Oldsmar, FL 34677

SECTION 13 MISCELLANEOUS

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have, or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement, including, without limitation, the Rules and NACHA Rules. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

The parties have duly executed this Agreement as of the date of the last signature below (the "**Effective Date**").

Point & Pay, LLC

By: _____

Village of Poplar Grove, IL

By: _____

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____

Exhibit A
Services Description

The following is a description of all Services and Modules offered by PNP. PNP shall provide the Services to Client and its Customers via the specific Modules and Payment Devices chosen by Client in the Client Application. Applicable fees, if any, for Client's elections are set forth on the Client Application. The Services include support and training outlined below at no additional charge to Client.

Service Modules

- **Counter Module.** The Counter Module allows Customers to make payments to Client in a face-to-face environment or over the phone using a Payment Device. PNP will issue unique confirmation numbers to Customers who have completed a payment transaction using the Counter Module. The Counter Module also enables Client's staff to access reports via the web. The Counter Module is required to access the PNP Services. The Counter Module may be used in conjunction with or independently of point-of-sale (POS) terminals.

- **Web Module.** The Web Module allows Customers to make payments to Clients online using a Payment Device via a secure website hosted by PNP. Customers who elect to make payments via the Internet can follow a link from the Client website to the Client-branded, PNP-hosted web pages to submit a payment. PNP will issue unique confirmation numbers to Customers who have completed a payment transaction using the Web Module. PNP shall create the Client-branded, PNP-hosted web pages at no additional charge. Client may elect bill presentment and account validation functionality for the one-time set-up fee set forth on the Client Application under "Data File Integration."

- **Interactive Voice Response (IVR) Module.** The IVR Module allows Customers to make payments to Clients over the phone using a Payment Device. The Customer calls a toll-free phone number provided and managed by PNP to access the Client branded IVR. The IVR system recognizes Customer instructions through making a payment; the phone keypad is used to enter Payment Device numbers. The IVR system is configured and tested by PNP. PNP will issue unique confirmation numbers to Customers who have completed a payment transaction using the IVR Module. Election of the IVR Module includes a Client-branded IVR environment and, if applicable, Client shall pay the one-time IVR set-up fee for the IVR Module set forth on the Client Application. In addition, Client may elect to have bill presentment and account validation functionality enabled through the IVR for the one-time set-up fee on the Client Application under "Data File Integration."

Customer Payment Devices
Each of the Modules can provide the Customer with the ability to pay by Credit Card, Debit Card and/or Electronic Check.

Training
PNP shall provide instruction manuals and up to four (4) hours of webinar training to Client and Client personnel in connection with the Modules chosen by Client.

Support
PNP shall provide services and technical support to Client via telephone during regular business hours. Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.

Exhibit B

Client Application

Powered by Experience.
Driven by Excellence.™

ADT Commercial

Proposal

Proposal prepared for:

POPLAR GROVE VILLAGE

Presented by:

Thomas McGrath
404-290-8413 | 10/6/2021

Sales Agreement ID: 891244874

ADT Commercial

Powered by Experience. Driven by Excellence.

What helps make us an industry leader is plain and simple–we strive to deliver an outstanding customer experience at all points of interaction.



Coverage across the US

We have a national footprint with 150 locations, 4,500+ employees, 300,000+ customer locations, and 4 monitoring and operations centers.

Product and service offerings

- Access Control
- Alarm Monitoring
- Analytics & Reporting
- ATM & ITM
- eSuite℠ Account Management
- Fire Alarm Systems
- Health & Nurse Call
- Hosted & Managed Services
- Integrated Solutions
- Intrusion Alarm Systems
- Network Deployment & Management
- Risk Management Consulting Services
- Security-Only Networks
- Sprinkler Systems *(in select markets)*
- Structured Cabling
- System Customization, Installation & Support
- Video Solutions

Integrated system design and implementation offerings

- Managed broadband and MPLS
- Design-build engineering
- Wireless network security
- Tier 2 and Tier 3 support 24/7
- Network security
- Program and project management
- Data storage systems
- Security consulting and design assistance
- Cloud backup and disaster recovery
- Security network design assistance, implementation and management
- Structured cabling

ADT Commercial

Powered by Experience.
Driven by Excellence.™

Wednesday, October 6, 2021

POPLAR GROVE VILLAGE
200 N HILL ST
POPLAR GROVE, IL 61065

Thank you for allowing us the opportunity to provide you with a proposal for your security system. I am pleased to propose a cost effective solution for your organization that will allow you to help mitigate your risks and reduce losses.

At ADT Commercial, we pride ourselves in providing our commercial customers with attentive service, proven security solutions, and the highest level of professional installation and monitoring.

I look forward to discussing this proposal with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Thomas McGrath
404-290-8413 / ThomasMcGrath@adt.com

Equipment and Investment Statement for: ADD ON CAMERA

Site Information: POPLAR GROVE VILLAGE, 200 N HILL ST, POPLAR GROVE, IL 61065

Scope of Work:

This is a preliminary proposal and will require the approval of both the customer and ADT/Protection One management.

ADT Commercial to provide an 8 Channel Surveillance System with 8 IP Cameras. The system with consist of an existing 8 Channel SPECO NVR, seven existing IP cameras and one new O4VB1M 2.8-12mm motorized lens.

The service includes training an extended service plan.

One 4mp H.265 Bullet camera with IR, 2.8-12mm motorized lens will be installed on outside wall of the southeast corner to view some of dog park area.

*Note, please see attached drawing for device placement.

ADT will perform the installation, conduct tests and inspections during normal business hours and days: 8AM to 5 PM Mon- Fri. using standard labor rates excluding Union and prevailing wage rates.

CUSTOMER understands any networking related issues including equipment and wire is the responsibility of the customer to resolve.

CUSTOMER understands should there be any delays in the installation due to network or wiring related issues, there may be additional labor cost(s).

CUSTOMER understands equipment changes or location changes due to CUSTOMER request, or if necessary, for the system to operate properly, will be considered a change order from the original scope of work and billed accordingly at the labor and material rates already in effect on this contract.

CUSTOMER understands ADT does not warranty/service equipment or issues resulting from “Acts Of God”.

CUSTOMER understands ADT will take no responsibility for network security and/or the security of the customer surveillance system on their network.

Notes for Install: Customer would like cameras set to record on motion; 10 fps @264; set to record on medium motion with all IP cameras.

Customer Contact: Mitch Hilden, 815-765-3201, mhilden@villageofpoplargrove.com

Sr. Commercial Consultant contact: Ted R. Fischer, 262-483-2461, tfischer@adt.com

Equipment List:

Quantity	Description
1	4MP H.265 IP Bullet Camera with IR, 2.8-12mm motorized Lens, Included Junction Box, White, NDAA
150	23/4PR CAT6+ CMR 1M RLBX WHT

Recurring Services:

Description	Amount
Service Plan	$6.43
Sub Total Monthly Charge:	$6.43

Summary of Charges for: ADD ON CAMERA	
Installation Price	**$1,428.95**
Total Installation Price*	**$1,428.95**
Total Monthly Recurring Services Charges*	**$6.43**
	*Plus applicable tax

Investment Summary (Non-Leased)

Total Non-Leased Proposal Option

Installation Price	**$1,428.95**
Total Installation Price*	**$1,428.95**
Total Monthly Recurring Services Charges*	**$6.43**

*Plus applicable tax



A new leader in commercial security, fire and life safety.

ADT Commercial has assembled top system integration talent to provide a holistic approach to the problems that you are facing now and must prepare for in the future. With a wide portfolio of offerings, we will deliver installation and service expertise for a fully customized commercial solution to meet the needs of your organization.

A simple security audit can determine if there are gaps in your current protection and help you manage those risks with a system designed to accommodate your specific needs.

OUR GUIDING PRINCIPLES

Customers are Our True North
Our reputation is based on how we serve our customers.

Our People are the Difference
We strive to be the best technically-trained team in the business.

Dedicated to Commercial
We are 100% focused on our commercial customers.

One Ideal Partner
We are the premier holistic solutions partner–a full-service national company with nimble local delivery teams.

800.799.1204
adt.com/commercial

4,500+ Employees

150 Locations

ADT Commercial

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ADDENDUM TO CONTRACT

THIS ADDENDUM TO CONTRACT ("Addendum") is dated this ___ day of October 2021, and is by and between the Village of Poplar Grove, an Illinois municipal corporation ("Village"), and ADT Commercial ("ADT") and is intended to amend the Contract dated _____, between the Village and ADT.

RECITALS:

WHEREAS, the Village and ADT entered into a Contract dated on _____, 2021 (the "Contract"); and

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

WHEREAS, such additions are set forth in this Addendum.

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

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

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

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

   A. ADT will provide an additional security camera at the Village dog park as described in Village Resolution 21-___ and the exhibits attached thereto.

   B. ADT 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. ADT 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, ADT shall maintain commercial general liability insurance with limits of not less than $1 million each occurrence, $2 million general aggregate; and automobile liability insurance with limits of not less than $1 million per occurrence combined single limit or $1 million bodily injury per occurrence and $500,000 property damage; and workers' compensation equal to statutory limits required by state law. All insurance policies shall name the Village of Poplar Grove as an additional insured. Prior to commencement of any work under the Contract, ADT 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, ADT 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 ADT, its agents, employees, subcontractors or anyone for whose acts ADT may be liable with respect to the work contemplated herein. Further, ADT 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 ADT, its subcontractors, agents, and employees be required to indemnify the Indemnified Parties for the negligent acts of the Indemnified Parties.

F. ADT 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"). ADT, 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. ADT agrees that any breach or violation of this confidentiality provision would cause the Village irreparable injury for which it would have no adequate remedy at law and agrees that the Village may be entitled to obtain immediate injunctive relief prohibiting such breach or violation, in addition to any other rights and remedies available to it.

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

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

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

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

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

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

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

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

VILLAGE OF POPLAR GROVE	ADT Commercial
_____	_____
By: Don Sattler Village President	By:_____
ATTEST:	Its:_____
_____ Karri Anderberg Village Clerk	

RESOLUTION NUMBER: 2021-53

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS TO APPROVE AND AUTHORIZE THE ADDITION OF A CAMERA TO VILLAGE HALL TO VIEW THE DOG PARK

WHEREAS, the Village of Poplar Grove ("Village") currently has seven IP cameras installed on Village Hall through ADT Commercial; and

WHEREAS, on Wednesday, October 6, 2021, ADT Commercial provided the Village with a proposal and drawing to install one additional 4mp H.265 Bullet camera with IR, 2.8-12mm motorized lens on the outside wall of the southeast corner of Village Hall to view the dog park; and

WHEREAS, the proposed installation cost of this additional lens is $1,428.95 and the total monthly recurring service charge of it is $6.43; and

WHEREAS, the Village has determined that it is in the best interest of its citizens to add this additional camera to the southeast corner.

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 proposal and drawing of ADT Commercial attached hereto as Exhibit A and Exhibit B or ones in substantially similar form.

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

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: FIRST AMENDED AGREEMENT

Village of Poplar Grove Illinois

Add On Camera to view Dog Park

speco technologies®
Giving You More.

O4VB1M

2.8-12mm motorized lens, white housing

IR · 4 MP · H.265 · DAY NIGHT · ANALYTICS · PoE · MICRO SD SLOT · IP67

Features

- Captures up to 4MP @ 30fps
- H.265/H.264 compression supported
- Built-in standard PoE (IEEE 802.3af)
- True Day/Night operation (IR cut filter)
- IR range: Up to 167' (depending on scene reflection)
- Digital WDR
- Micro SD card slot up to 128GB (card not included)
- ONVIF Profile T Compliant
- Line crossing, object detection, region intrusion and video blurring detection
- IP67 Weather Resistance
- Junction box included (works with NPT/BSP specifications)
- 5 year warranty
- NDAA Compliant*



Camera Specifications

Image Sensor	Progressive scan 1/2.7" CMOS, 4MP
Maximum Resolution	2560 x 1440 (4MP)
Field of View	94° ~ 35.7°(H), 62.2° ~ 20.5° (V), 101.7° ~ 40.6° (D)
Minimum Illumination	0.016 lux @ F1.4, AGC ON; 0 lux with IR
Image Settings	Region of interest, Saturation, Brightness, Chroma, Contrast, Wide Dynamic, Defog, Sharpen, Noise Reduction
Day/Night	Smart IR up to 167' (depending on scene reflection)
Compensation	Digital WDR, BLC, HLC
Electronic Shutter Speed	1/25 - 1/100000 sec.
DNR	3D DNR
Angle Adjustment	Pan 0°-360°, Tilt 0°-90°, Rotation 0°-360°

Video Specifications

Main Resolution	2560x1440 / 2304x1296 / 1920x1080 @ 30fps
Sub stream Resolution	720p (1-15fps), D1, CIF (1-30fps)
Third Stream	720p (1-12fps), D1, CIF, 480x240 (1-30fps)
Compression	H.265, H.264
Bitrate Control	VBR, CBR (64Kbps ~ 5Mbps)
Multiple Streaming	3 streams

Network Specifications

Protocols	UDP, IPv4, IPv6, DHCP, NTP, RTSP, PPPoE, DDNS, SMTP, 802.1x, UPnP, HTTP, HTTPS, QoS
DDNS support	Speco DDNS (free of charge)
Security	User ID & Password protection, IP/Mac address filtering, digest authentication
User Access	Max. 4 simultaneous users, Actual number of users may vary depending on bandwidth

Interfaces

Ethernet	RJ45 Jack
Power	DC Jack
Microphone Input	No
Card Slot	MicroSD, up to 128GB (not included)
Alarm In/Out	No
Reset	Yes

System Specifications

PoE	Standard (IEEE 802.3af)
Analytics	Line crossing, object detection, region intrusion and video blurring detection
Alarm Triggers	Motion, Analytics, SD card error
Image Settings	Watermark, IP address filtering, video mask, password protection, Corridor mode

Client Specifications

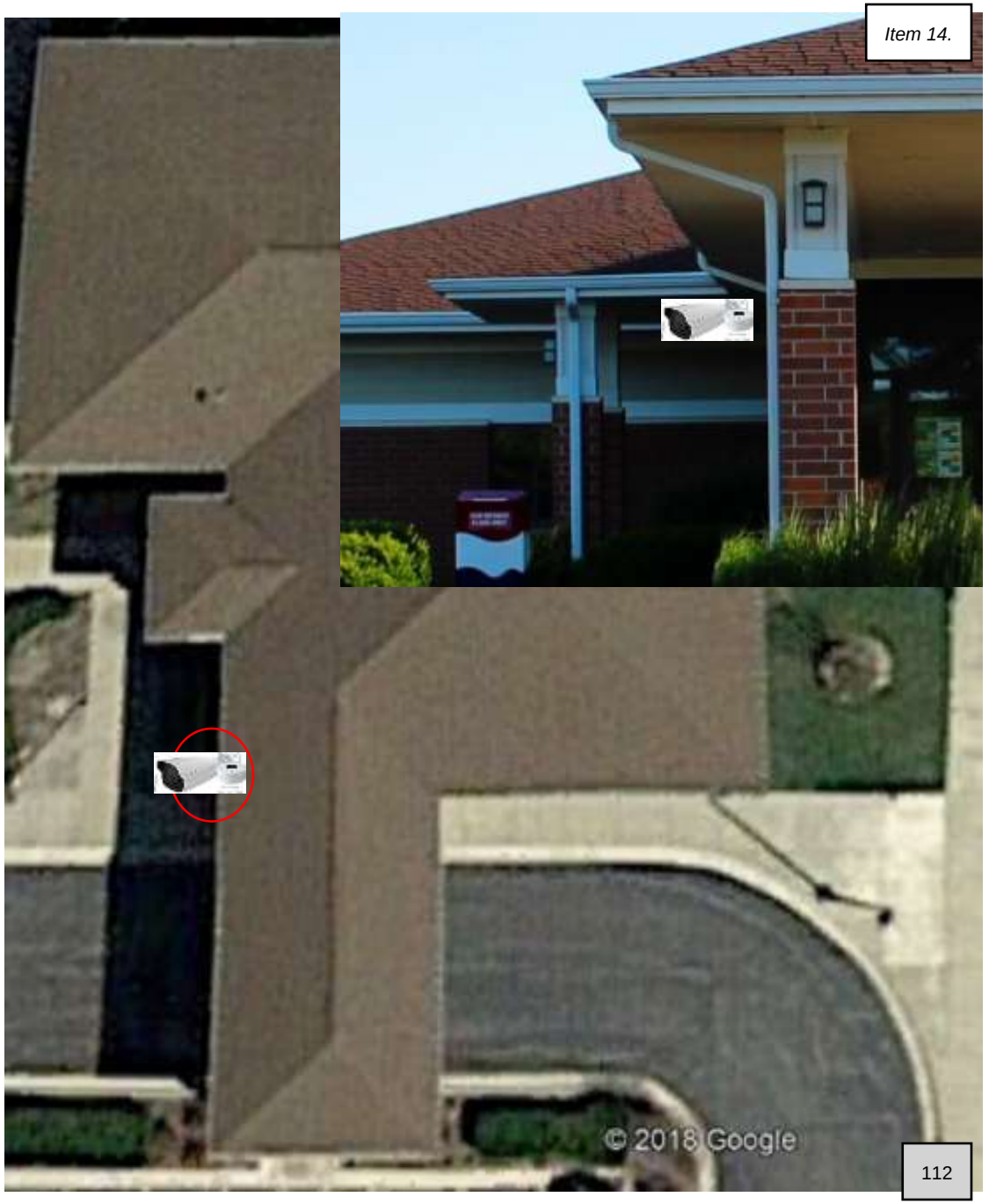
Web Browser Support	Windows (Internet Explorer 8 and up)
PC Application	SecureGuard® VMS, SecureGuard® CMS
Mobile	SecureGuard® Client, Speco Blue (iPhone® and Android™)
Other Platforms	Apple TV, Amazon Fire TV

Operating & Unit Specifications

Power	PoE, 12VDC (power supply not included)
Power Consumption	< 9W
Operating Temperature	-40°F ~ 140°F
Operating Humidity	Less than 95 % (non-condensing)
Unit Dimensions	3.16" (W) x 3.16" (D) x 8.54" (H)
Unit Weight	1.43 lb.
Certifications	FCC, RoHS

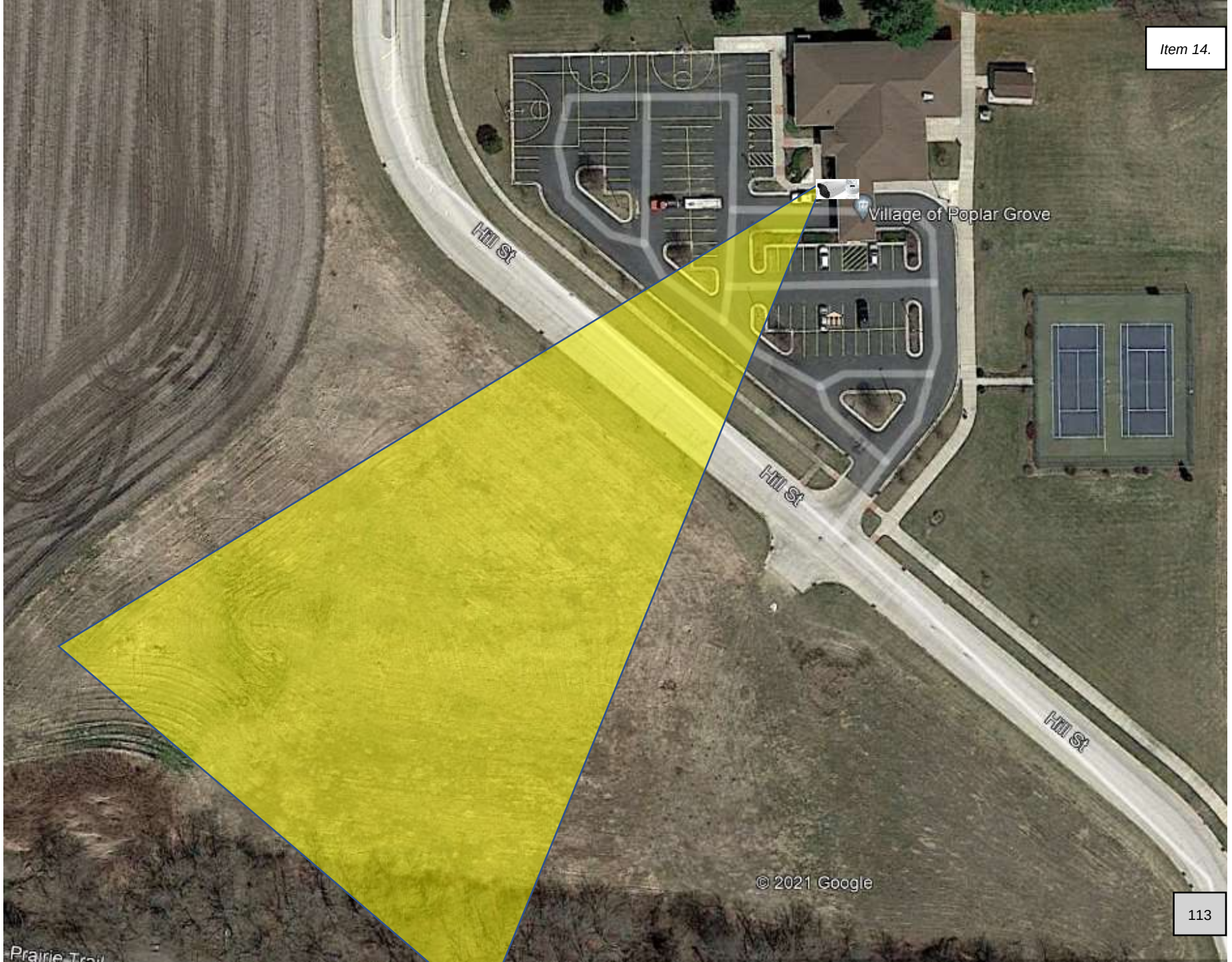
*Products are in compliance with NDAA Section 889 Part B Guidelines

NDAA COMPLIANT



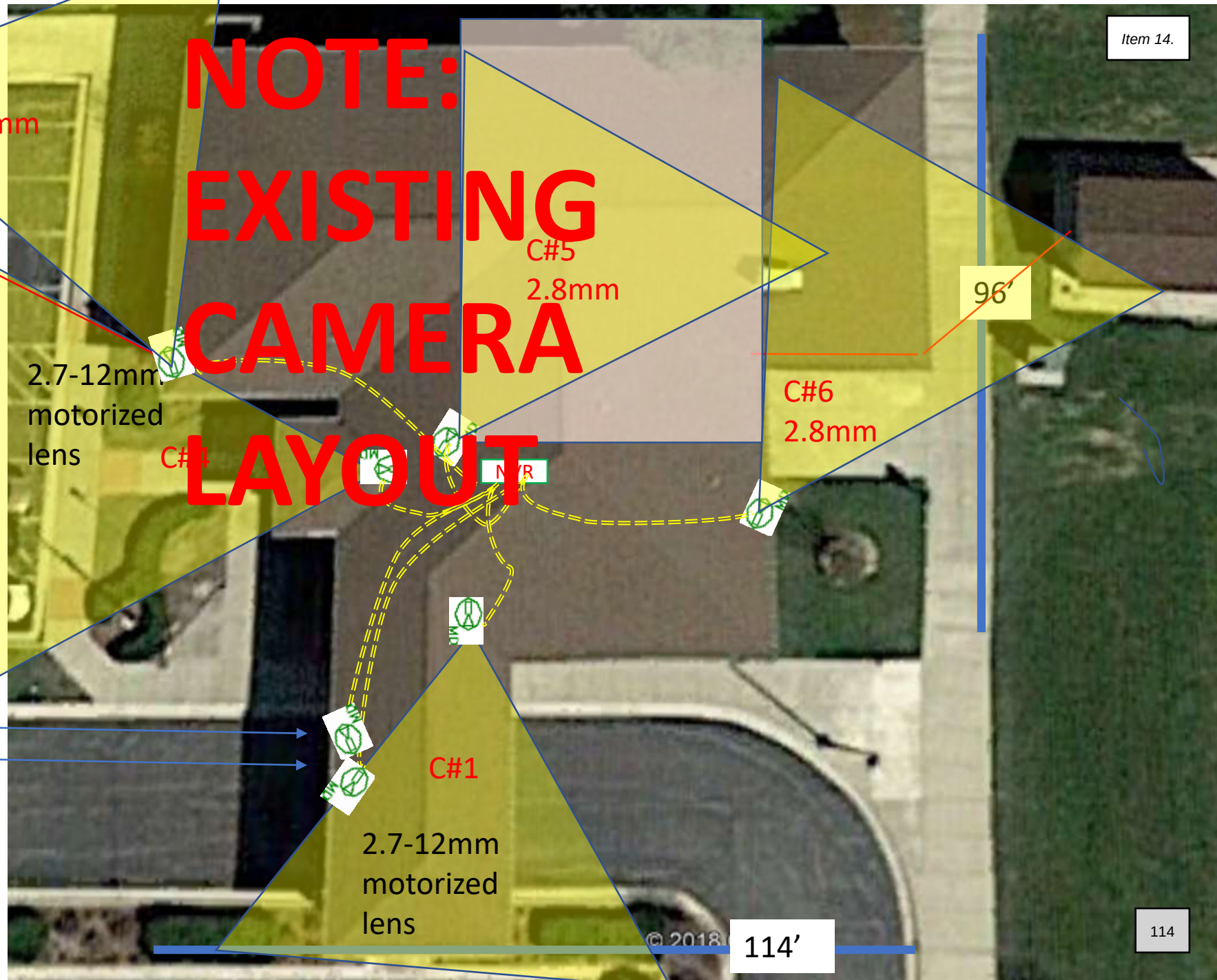
Add On Camera to View Dog Park

Camera will be mounted on outside of Building close to where camera #3 was mounted on inside of wall.



Poplar Grove
CCTV Layout
MAP FROM 2019 INSTALL

NOTE: EXISTING CAMERA LAYOUT



Camera #3 will be mounted in the south/east

Camera #2 will be mounted in the North/east corner of lobby .

History Detail Report

Friday, October 8, 2021

[redacted]

Account #: [redacted]
Service Address: 408 SCARLETT OAK DRIVE
Customer Name: DLIVIA DUMAS-HENRIQUEZ

Posted	Created	Action Read	Item - or - User Usage	Amount Other Info	Balance
09/29/21	09/29/21 12:12	Bill Calculated	08/16/21-09/15/21	$478.71	$660.41
09/21/21	09/21/21 16:20	Payment Posted	R21-086134	$250.00	$181.70
09/15/21	09/16/21 10:12	Meter Read 103000	Water 33000	 Auto	$431.70
08/31/21	08/31/21 8:53	Payment Posted	R21-084847	$152.00	$431.70
08/27/21	08/27/21 11:05	Bill Calculated	07/16/21-08/15/21	$432.15	$583.70
08/16/21	08/16/21 12:55	Meter Read 70000	Water 32000	 Auto	$151.55
07/28/21	07/28/21 13:49	Credit Transfer		$0.00	$151.55
07/28/21	07/28/21 13:49	Bill Calculated	06/16/21-07/15/21	$151.55	$151.55
07/27/21	07/27/21 8:50	Payment Posted	R21-083345	$78.81	$0.00
07/15/21	07/15/21 11:27	Meter Read 38000	Water 27000	 Auto	$78.81
06/29/21	06/29/21 12:44	Credit Transfer		$0.00	$78.81
06/29/21	06/29/21 12:44	Bill Calculated	05/16/21-06/15/21	$84.93	$78.81
06/29/21	06/29/21 9:34	Payment Posted	R21-081967	$62.00	-$6.12
06/16/21	06/16/21 17:01	Meter Read 11000	Water 5000	 Auto	$55.88
05/28/21	05/28/21 9:37	Credit Transfer		$0.00	$55.88
05/28/21	05/28/21 9:37	Bill Calculated	04/16/21-05/15/21	$58.29	$55.88
05/26/21	05/26/21 8:34	Payment Posted	R21-080498	$26.51	-$2.41
05/17/21	05/18/21 15:30	Meter Read 6000	Water 3000	 Auto	$24.10
04/30/21	04/30/21 9:22	Bill Calculated	04/08/21-04/15/21	$24.10	$24.10
04/15/21	04/16/21 10:48	Meter Read 3000	Water 3000	 Auto	$0.00
04/05/21	04/06/21 15:24	Meter Read-Initial	Water	 A	$0.00

Total Usage: 103,000.00

RECEIVED
OCT 07 2021
BY:.....

To Whom It May Concern,

Im writing this letter to see if I could be given a credit towards the current balance owed on my water bill. Im new to Poplar Grove, and I just purchased a new home. Recently sod was put down causing my water bill to increase by quite a lot. I didnt realize watering the grass would increase the bill so much. Afraid the grass would die I was watering the grass in the areas that needed it the most. The last time I stopped in to make my payment of $250 Barb informed me that this current months bill was going to be high also, and recommended that I write a letter to see if I could get any assistance. Ive never been in a situation like this to have to ask for help, but with the current balance of $1660.41 I would greatly appreciate some help so that I can get back to a place where I can pay the bill in full. Thank you for your consideration. I will be at the ~~meeting~~ on October 11th at 7pm.

Thanks