VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

ADMINISTRATION & ZONING COMMITTEE

Monday, November 09, 2020 - 6:30 PM

200 N. Hill Street, Poplar Grove, IL 61065

AGENDA

CALL TO ORDER

ROLL CALL

APPROVAL OF PHONE PARTICIPATION (Roll Call)

APPROVAL OF AGENDA (Voice Vote)

APPROVAL OF MINUTES (Voice Vote)

1. Motion to approve Admin and Zoning Committee minutes from October 12, 2020

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.*

DEPARTMENT REPORTS

2. Clerk, Karri Anderberg
3. Code and Permit, B&F

NEW BUSINESS

4. Discussion and possible revisions to lease for 100 South State Street
5. Discussion on Sexual Harassment training
6. Discussion on Committee of the Whole meetings

ADJOURNMENT (Voice Vote)

KJA 11/06/2020

VILLAGE OF POPLAR GROVE

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ADMINISTRATION & ZONING COMMITTEE

Monday, October 12, 2020 - 6:30 PM

or immediately following Finance and Public Works Committee Meeting
200 N. Hill Street, Poplar Grove, IL 61065

MINUTES

CALL TO ORDER
Meeting called to order by President Costanza at 6:30pm

ROLL CALL
PRESENT
President Owen Costanza
Finance Chairman Eric Miller
Chairman Ron Quimby
Trustee Jeff Goings
Trustee Ed Wethington
Trustee David Allgood
Trustee James Wehrle
Clerk Karri Anderberg
Treasurer Carina Boyd
Public Works Director Mitch Hilden
Engineer Chris Dopkins (on the phone)
Inspector Ken Garrett

APPROVAL OF PHONE PARTICIPATION (Roll Call)
no phone participation

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

APPROVAL OF MINUTES (Voice Vote)
1. Motion to approve minutes from the September 14, 2020 meeting

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

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

No public comment

DEPARTMENT REPORTS

2. Code and Permits, B&F
   Trustee Goings would like Inspector Garrett to talk to the Petrys about cleaning up the entrance to the Burled Woods subdivision.
3. Clerk's Report, Karri Anderberg
   No questions for Clerk Anderberg

NEW BUSINESS

4. Discussion and possible recommendation to the Village Board to approve **Ordinance 20-25** an ordinance granting a special use for solar farm with the LI, light industrial district (4324 Illinois Route 173 (East Half)
   Motion made by Admin Chairman Quimby, Seconded by Chairman Miller. Motion passed by voice vote.
   John Carson presented an power point about the Solar Farm. Mr. Carson is trying to get state funding for the project in 2021.
   Power point is on file with the Clerks office.
5. Discussion and possible recommendation to the Village Board approving **Ordinance 20-26** an ordinance granting a special use for a solar farm within the LI, light industrial district (4324 Illinois Route 174 (west half))
   Motion made by Admin Chairman Quimby, Seconded by Trustee Wethington. Motion passed by voice vote.
   John Carson presented an power point about the Solar Farm. Mr. Carson is trying to get state funding for the project in 2021.
   Power point is on file with the Clerks office.
6. Discussion and possible recommendation to the Village Board to approve **Resolution 20-35** a resolution of the Village of Poplar Grove, Illinois temporally amending the Village of Poplar Grove employee handbook to include a families first coronavirus response act policy
   Motion made by Admin Chairman Quimby, Seconded by Chairman Miller. Motion passed by voice vote.

7. Discussion on compressive plan
   A letter was passed out to the Trustees from Planner Gina DelRose. Comprehensive plan is being done by R-1 but due to Covid-19 everything is delayed.

8. Discussion and possible recommendation to the Village Board to approve close village hall on November 3, 2020 for Election day.
   Motion made by Admin Chairman Quimby, Seconded by Trustee Allgood.
   Motion failed
   Trustees would like to wait to see the out come of court case that was filed by IML that is on October 15, 2020 before making a decision.

ADJOURNMENT (Voice Vote)

Motion made by Trustee Goings, Seconded by Trustee Wethington. Motion passed by voice vote.
Meeting adjourned at 6:52pm

VILLAGE OF POPLAR GROVE

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200 Hill Street, Poplar Grove, IL 61065
Phone: (815) 765-3201 – Fax: (815)765-3571
www.villageofpoplargrove.com

October 2020

Clerk Monthly Report

General:

The Clerk's office is working with office staff to get ready for the possible remodel. we are going though old files and getting them packed away in the back. We are going to contact the state of Illinois to get them in here so we can have them tell us what we can and cannot throw away and when can we throw. We have found some cool stuff. We found minutes and a budget from 1925.

FOIA:

We had 4 FOIA requests in the month of October.

Permits:

With the warm weather we had a lot of last-minute permits for the year. We saw an increase in roof permits this month. For the month of October, we had 25 permits submitted and 1 new home permit submitted. We are continuing to work with our permit officer to close out the summers permits.

Code:

We have 7 on going code violations cases that are still open. For the month of September, we sent out 5 code violation letters. 3 of the 5 have come into compliance. We will have a November code hearing case.

McMAHON
ENGINEERS ARCHITECTS

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

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

Re: **Engineering Report – October Activity**

Date: **November 6, 2020**

Please allow this memorandum to provide a brief summary of major activity that involves the engineering department:

- **Washington/Main Improvements:** The Contractor has made good progress on the project. All underground work is complete, restoration is complete, and paving of the intersection is currently scheduled for Monday, November 9th. ComEd has yet to respond with a schedule to provide power to the lift station. The pumps and electrical equipment have yet to be installed, and once we have a schedule from ComEd the Contractor will arrange for start up of the lift station. There is one small issue that arose during shop drawing review, which is that the access hatch to the lift station is delayed, and therefore the lid to the lift station cannot be manufactured. The Contractor has placed a temporary lid on the station for now, and will place the final lid once the hatch is in.
- **Sanitary Sewer Cleaning/Televising Phase II:** Visu-Sewer has completed approximately 70% of the cleaning and televising as of the date of this memo, and they continue to make good progress. We have found approximately 5 protruding taps, approximately 12 joints with heavy mineral deposits that needed to be removed, approximately 4 major root entanglements that had to be removed, and the sections of the trunk line on State Street contained
- **Public Works Building:** We are pleased to advise that building design is approximately 65%, however, the site design is lagging due to me being out of the office unexpectedly for two and half weeks. As you will recall, the Village is planning to use grant funds in the amount of $200,000 to help offset the cost of the building, and that those funds are being distributed to the County who will then distribute the funding the Village. At the time that the grant application, we were under the impression that the grant agreements would be presented in September/October which would allow for bidding to occur in November/December. Unfortunately, that has not occurred, but I am pleased to advise that the State is now working on the grant agreements which should be presented to the County sometime in the next 2-8 weeks. Once the grant agreement is presented the County will determine if IGA's are necessary for the distribution of funds, and we can complete the front-end documents of the specification. At this point, I would estimate that we could conceivably bid the project in December and January.
- **IL 173 Water Main:** The contractor has yet to submit the final pay application, we need to provide a summary of area of farm field disturbed to the farmer to compute crop damage, finalize the easement documents, and we need to provide a final summary of costs to Frontier so that the Village can be reimbursed. Those activities will be completed once the contractor submits the pay application.

McMAHON ASSOCIATES, INC. | 1700 HUTCHINS ROAD MACHESNEY PARK, ILLINOIS 61115
PH 815.636.9590 FAX 815.636.9591 MCMAHON@MCMGRP.NET WWW.MCMGRP.COM

ORDINANCE NO. 2019-45

AN ORDINANCE OF THE VILLAGE OF POPLAR GROVE, ILLINOIS APPROVING AND AUTHORIZING THE VILLAGE TO ENTER INTO A SECOND RENEWAL TO LEASE AGREEMENT FOR THE REAL PROPERTY LOCATED AT 100 S. STATE STREET, POPLAR GROVE, ILLINOIS

WHEREAS, the Village of Poplar Grove, Illinois is an Illinois Municipal Corporation (hereinafter referred to as the "Village"); and

WHEREAS, the Village previously entered into a Real Estate Lease Agreement dated January 1, 2018 with Majestic Cuts, LTD ("Majestic") for the property commonly known as 100 S. State Street, Poplar Grove, Illinois ("Lease"); and

WHEREAS, the Lease expired December 31, 2018 and the Village and Majestic renewed the Lease via a First Renewal to Lease Agreement ("First Renewal") which First Renewal expires December 31, 2019; and

WHEREAS, the Village and Majestic now desire to renew the Lease again for an additional one-year term to expire December 31, 2020; and

WHEREAS, the Village and Majestic have reached an accord as to the terms and conditions upon which said property will be renewed again; and

WHEREAS, the Village and Majestic have memorialized such terms and conditions in a Second Renewal to Lease Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein ("Second Renewal"); and

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

WHEREAS, the Village now desires to approve said Second Renewal and authorize the Village President to execute and the Village Clerk to attest the same.

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

Section 1. The foregoing recitals shall be and are hereby incorporated in this Section 1 as if said recitals were fully set forth.

Section 2. The Village hereby approves the Second Renewal attached hereto as Exhibit A, or one in substantially similar form, and hereby authorizes the Village President to execute and the Village Clerk to attest the same, and any other documents necessary or helpful to implement the intent of this Ordinance.

Section 3. This Ordinance shall be effective upon its passage by the Village Board, its approval by the Village President, and its publication as provided by law.

Section 4. All ordinances or parts of ordinances in conflict with this Ordinance are repealed insofar as they conflict.

Section 5. If any section, clause or provision of this Ordinance be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid, and this Village Board hereby expressly declares that it would have enacted this Ordinance even with the invalid portion deleted.

PASSED this 9 day of December, 2019.

AYES: 6

NAYS: 0

ABSTAIN: 0

ABSENT: 0

President of the Board of Trustees
of the Village of Poplar Grove

ATTEST:

Village Clerk

VILLAGE OF POPLAR GROVE
VILLAGE
SEAL
BOONE COUNTY ILLS

EXHIBIT A-

SECOND RENEWAL TO LEASE AGREEMENT

EXHIBIT A- LEASE

SECOND RENEWAL TO LEASE AGREEMENT

THIS SECOND RENEWAL TO LEASE AGREEMENT ("Second Renewal") is entered into this 9 day of December, 2019 and is by and between the VILLAGE OF POPLAR GROVE, an Illinois municipal corporation ("Lessor") and MAJESTIC CUTS, LTD, an Illinois limited corporation ("Lessee"). Lessor and Lessee are at times collectively referred to herein as the "Parties".

RECITALS:

WHEREAS, Lessor is the owner of the real property located at 100 S. State Street, Poplar Grove, IL 61065 which is improved with a commercial building and municipal well and well house (collectively referred to herein as the "Property"); and

WHEREAS, Lessor and Lessee entered into a lease agreement dated January 1, 2018 ("Lease") for the lease a certain portion of the Property as set forth in the Lease. A copy of the Lease is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, pursuant to the terms of the Lease, the Lease expired December 31, 2018; and

WHEREAS, the Lessor and Lessee entered into a First Renewal to Lease Agreement ("First Renewal") which renewed the Lease for an additional one-year term and which First Renewal expires December 31, 2019. A copy of the First Renewal is attached hereto as Exhibit B and incorporated herein; and

WHEREAS, the Lessor and Lessee desire to renew the Lease for one additional year; and

WHEREAS, the Lessor and Lessee have reached an accord as to the terms and conditions of such renewal and have memorialized the same in this Second Renewal.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Second Renewal and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Lessor hereby renews the Lease with Lessee on the following terms and conditions:

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

2. Renewal Term. The Lease is hereby renewed for one additional year commencing January 1, 2020 and ending December 31, 2020.

3. Terms and Conditions. This Second Renewal shall be on the same terms and conditions as provided for in the Lease and the First Renewal.

4. Conflict. To the extent that any provisions of this Second Renewal conflicts with any term or condition set forth in the Lease and/or the First Renewal, the provisions of this Second Renewal shall supersede and control to the extent of such conflict. All other provisions of

the Lease and First Renewal not in conflict with this Second Renewal shall remain in full force and effect during the term of the Second Renewal.

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

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

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

LESSOR:

Village of Poplar Grove, an
Illinois municipal corporation

By: _____
Owen Costanza, Village President

LESSEE:

Majestic Cuts, LTD.

By: _____
Kelly Kolec, President

ATTEST:

_____
Karri Anderberg, Village Clerk

VILLAGE OF POPLAR GROVE
VILLAGE
SEAL
BOONE COUNTY ILLS

EXHIBIT B- FIRST RENEWAL