VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, November 17, 2021 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

AGENDA

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

APPROVAL OF AGENDA (Voice Vote)

APPROVAL OF MINUTES (Voice Vote)

1. Motion to approve minutes from the October 20, 2021 board meeting

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

ADMINISTRATION & ZONING, TRUSTEE QUIMBY

2. Motion to approve **Ordinance 2021-36** An Ordinance of the Village of Poplar Grove, Illinois adopting a social media policy for the Village's social media pages

3. Motion to approve **Ordinance 2021-37** An Ordinance authorizing installation of a right turn only sign for the Poplar Grove Elementary School in Village of Poplar Grove, Illinois

FINANCE AND PUBLIC WORKS, TRUSTEE MILLER

4. Motion to approve **Resolution 21-56** A Resolution of the Village of Poplar Grove resolving enter into a professional service agreement for the phosphorus discharge optimization plan.

5. Motion to approve **Resolution 21-57** A Resolution of the Village of Poplar Grove, Illinois approving the purchase of audio hardware and installation services from PCTech2U, Inc. in the amount of $13,500.

6. Motion to approve **Resolution 21-59** A Resolution of the Village of Poplar Grove, Illinois approving the purchase of video equipment and installation services from PCTech2U, Inc. in the amount of $13,822.84.

7. Motion to approve **Ordinance 2021-38** An Ordinance authorizing the levy and collection of taxes for the general corporate, liability insurance, social security, and audit purposes for the fiscal year commencing on May 1, 2021, and ending on April 30, 2022 for the Village of Poplar Grove, Boone County, Illinois.

8. Discussion and possible recommendation to the village board to approve check disbursement for payments scheduled to be paid prior to November 30, 2021 in the amount of $321,681.22 in AP checks, $13,193.43 in insurance expense checks, $7,853.15 EFTS, and $170,902 payment for snow plow truck for a total of $513,629.80

NEW BUSINESS

9. Discussion on fireworks display with Pyrotecnico for Neighbors' Fest 2022

10. Motion to approve **Ordinance 2021-39** an ordinance of the Village of Poplar Grove amending section 6-2-4-4 and section 6-2-5 of chapter 2 combined waterworks and sewerage system of the Village of Poplar Grove code of ordinances

11. Motion to approve Resolution 2021-61 a resolution of the Village of Poplar Grove, Illinois approving the risk management proposal from Illinois Counties Risk Management Trust

12. Motion to approve **Resolution 2021-62** a resolution of the Village of Poplar Grove, Illinois authorizing the Village President to execute a vendor agreement with the City of Rockford, Illinois for participation in the Low Income Household Water Assistance Program (LIHWAP)

13. Motion to approve **Resolution 2021-63** a resolution of the Village of Poplar Grove, Illinois resolving to accept a change order to the contract with Majestic Asphalt for repairs to asphalt walking path at Lions Park

GOOD OF THE VILLAGE

Grand Opening of Dog Park - November 20, 2021 3:30pm
Christmas Tree Lighting - November 20, 2021 4pm-6pm
Village Hall Closed for Thanksgiving - November 25-26
Committee of the Whole December 13, 2021 6:00 pm
Board of Trustees December 15, 2021 7:00 pm

EXECUTIVE SESSION

14. Motion to go into closed session pursuant to 5 ILCS 120/2 (c) (11) Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

ADJOURNMENT (Voice Vote)

KJA11/15/2021

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

MINUTES

CALL TO ORDER
President Sattler called the meeting to order at 7:04 pm.

ROLL CALL
PRESENT
President Don Sattler
Finance Chairman Eric Miller
Admin Chairman Ron Quimby
Trustee Jeff Goings
Trustee Ed Wethington
Trustee Dan Cheek
Attorney Wiktoria Goscik
Deputy Clerk Katie Jaster
Carina Boyd
Chris Dopkins

PLEDGE OF ALLEGIANCE

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

Wethington, Trustee Cheek

APPROVAL OF MINUTES (Voice Vote)

1. Motion to approve minutes from September 15 and September 21, 2021 board meetings
   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.*
N/A

NEW BUSINESS

2. Presentation from Boone County Sherriff Dave Ernst
   Boone County Sheriff Dave Ernest came to speak on when his department will notify the Village of any issues that happen within Village Limits. Sheriff Ernest also spoke on the traffic control for the schools within the whole County. Sheriff Ernest made a mention on his annual reports that they do every year that are available for any persons viewing.
3. Presentation from Nate Noble and Steve Thomas on Poplar Grove Airport
   Attorney Nate Noble and Steve Thomas spoke to the Board about the residential units within the hangers. Steve Thomas also address the history of the hangers and the future of which he would like to see what happens with the land.
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
   Motion made by Finance Chairman Miller, Seconded by Trustee Cheek.
   Finance Chairman Miller explained the ordinance and what allocating the funds entailed.
   Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek

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

Wethington, Trustee Cheek

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

7. Motion to approve final plat of lot AA replat lots 243 and 244 candlewick lake unit no.3
Motion made by Finance Chairman Miller, Seconded by Trustee Wethington.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek

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
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

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)
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

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)
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

FINANCE AND PUBLIC WORKS, TRUSTEE MILLER

11. Motion to approve Municipal Electric Aggregation Program with Dynegy Energy
Motion made by Finance Chairman Miller, Seconded by Trustee Wethington.
Mike Mudge spoke about the electrical aggregation program the Village entered into with Dynegy Energy.

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

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
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

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

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.
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

15. Motion to approve sewer bill credit in the amount of $543.10 for 408 Scarlet Drive
Motion made by Finance Chairman Miller, Seconded by Trustee Wethington.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek

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
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
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
Committee of the Whole typo, meetings at 6:30pm

ADJOURNMENT (Voice Vote)

KJA 10/18/2021
Motion made by Finance Chairman Miller, Seconded by Trustee Wethington.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek
Meeting adjourned at 8:11pm

ORDINANCE NUMBER: 2021-36

AN ORDINANCE OF THE VILLAGE OF POPLAR GROVE, ILLINOIS ADOPTING A SOCIAL MEDIA POLICY FOR THE VILLAGE'S SOCIAL MEDIA PAGES

WHEREAS, the Village of Poplar Grove, Illinois ("Village") has official Village social media pages; and

WHEREAS, currently, the Village does not have a formal social media policy that governs the posting and usage of its official Village social media pages; and

WHEREAS, the Village recognizes it needs to adopt a policy to address the use and purpose of the Village's social media pages; and

WHEREAS, the Village wishes to adopt the policy attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the Village finds that such policy is in the best interest of the Village and its citizens.

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

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

2. The Village hereby adopts and approves the Social Media Policy attached hereto as Exhibit A, or one in substantially similar form.

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

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2021

ATTEST:

_____ _____

CLERK VILLAGE PRESIDENT

Village of Poplar Grove – Village Social Media Pages Policy

Statement of Policy

The Village of Poplar Grove recognizes that social media platforms like Facebook, Twitter, Instagram, etc. have become mainstream forms of communication among residents, media outlets, government agencies, business and others. The Village's social media accounts on Facebook, and any accounts which may be established hereafter, are non-public forums intended for use as a communication tool to post and share Village news, information, services, and events in accordance with this policy. Accordingly, only authorized Village personnel may post content to the Village's social media accounts.

Guidelines and Expectations

Any Village social media accounts under this policy are created and established to provide information to the public and shall not have the ability to post comments.

To the extent the Village elects to configure any element of social media sites to allow for public posting or commentary, then such elements shall be designated as limited public forums for discussion of limited topics in accordance with this policy. All public posts must be topically related to Village news, services, events or messages and comments must be topically related to the original information or subject being commented on. Public posts and comments may not include any prohibited content listed out below. The Village reserves the right to restrict or remove any content that is deemed a violation of this policy or any applicable law or for reasons relating to the efficient management of the sites in question. However, content that conforms with this policy and the content restrictions set forth herein will not be removed solely on the basis of the viewpoint expressed by the poster. All removed content shall be retained pursuant to the Village's records retention schedule in accordance with the Local Records Act (50 ILCS 205/1 et seq.)

Village social media account content and comments containing any of the following forms of content shall not be allowed for posting and shall be removed:

- Profane language or content.
- Content that promotes, fosters, or perpetuates discrimination on the basis of race, religion, gender, marital status, familial status, national origin age, mental or physical disability, sexual orientation, gender identity, source of income, or other protected status under applicable law.
- Inappropriate sexual content or links to such content.
- Solicitations of commerce.
- Conduct or encouragement of illegal activity.
- Information that may compromise the safety and/or security of the public or public systems.
- Content that includes unlawful harassment or threats of violence.
- Comments that are not topically related or out of context.
- Plagiarized material or content that violates intellectual property rights or other legal rights of any other party.
- Content that defames any person, group or organization

- Slanderous, libelous, malicious, offensive, threatening, profane, uncivil, or insulting language. References to the personality of individuals or personal attacks, insults, or threats will not be permitted.
- Content that violates any law or regulation.
- Political campaign links or organized political activity.
- Private or personal material published without consent, including personal identifiers for any person such as home address, phone number, social security number, or other sensitive information.

The Village of Poplar Grove disclaims any and all responsibility and liability for any material or content that is deemed inappropriate. The Village of Poplar Grove shall make efforts to remove said matter in an expeditious or otherwise timely manner, but disclaims liability for any delays in its efforts to remove said materials.

Disclaimer:

The Village of Poplar Grove does not endorse, support, sanction, encourage, verify or agree with third party comments, messages, posts, opinions, advertisements, videos, promoted content, external hyperlinks, linked websites (or information, products or services contained therein), statements, commercial products, processes or services posted on any Village of Poplar Grove social media site. Facebook, Twitter, Instagram, etc. pages are privately owned and operated sites and privacy terms of each respective site apply. The Village of Poplar Grove does not guarantee the accuracy or reliability of any third-party links. The Village of Poplar Grove reserves the right to remove any content or comment that is prohibited by this social media policy.

The Village of Poplar Grove social media pages should not be used to report a crime or emergency, Crime reports and requests for police, fire, or emergency medical assistance must be made by dialing 9-1-1. The Village's social media pages are not monitored.

ORDINANCE NO. 2021-37

AN ORDINANCE AUTHORIZING INSTALLATION OF A RIGHT TURN ONLY SIGN FOR THE POPLAR GROVE ELEMENTARY SCHOOL IN VILLAGE OF POPLAR GROVE, ILLINOIS

WHEREAS, the Village of Poplar Grove, Illinois ("Village") desires to protect the children of the Village; and

WHEREAS, the Village wishes to install a right turn only sign at the intersection of Ray Street and North State Street near Poplar Grove Elementary School for the protection of the students attending the school; and

WHEREAS, the Village has determined that adopting such a policy, as set forth herein, is in the best interest of the Village and its citizens.

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

1. That the Village Public Works Department is directed to install a right turn only sign on Ray Street at the northeast corner of the intersection of Ray Street and North State Street, a photograph of the intersection showcasing where the right turn only sign would be installed is attached hereto as Exhibit A.

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

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

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2021

_____

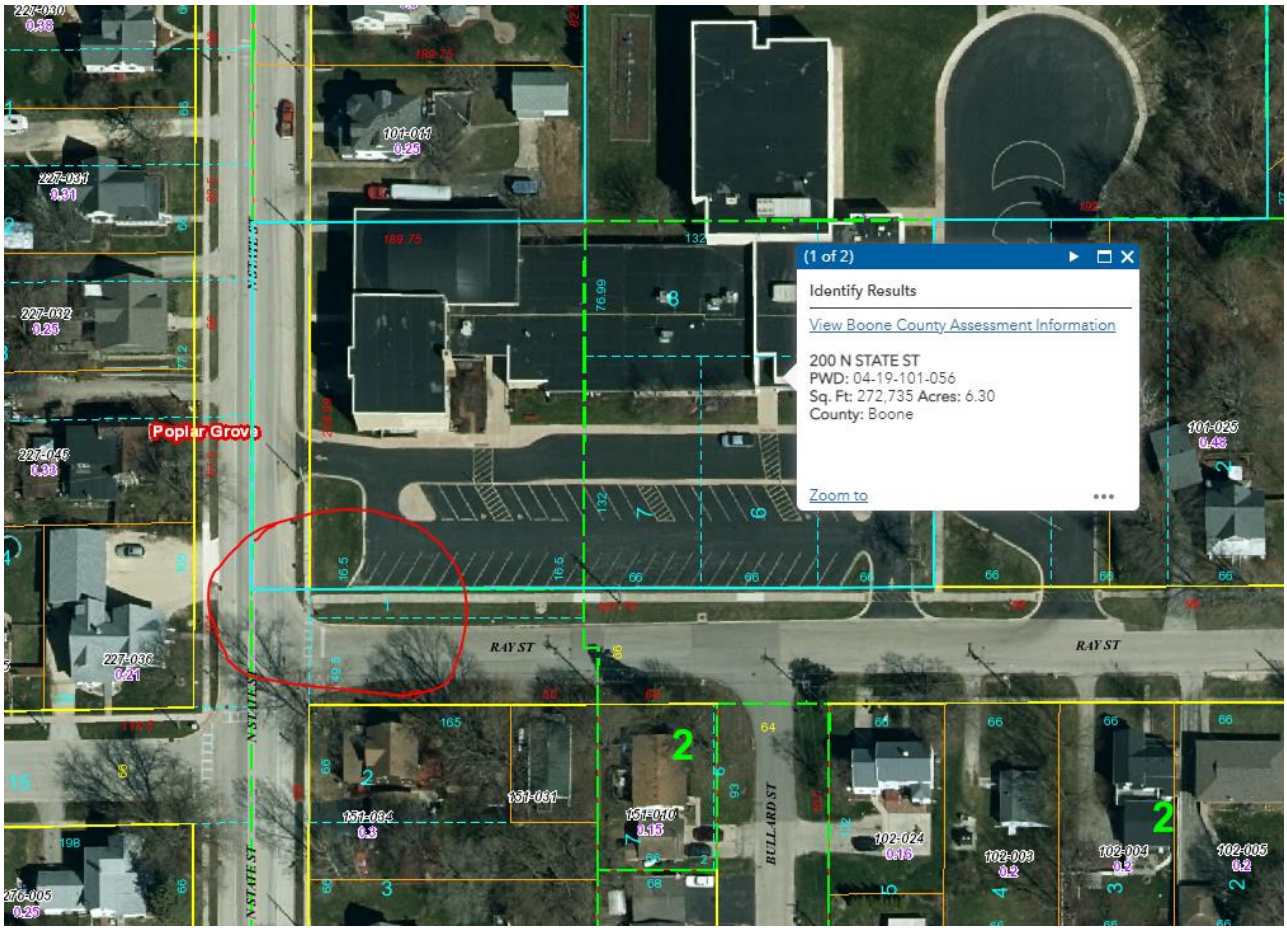
VILLAGE PRESIDENT

ATTEST:

_____

VILLAGE CLERK

EXHIBIT A


(1 of 2)
Identify Results
View Boone County Assessment Information
200 N STATE ST
PWD: 04-19-101-056
Sq. Ft: 272,735 Acres: 6.30
County: Boone
Zoom to
Poplar Grove
RAY ST
RAY ST
N STATE ST
BULLARD ST

RESOLUTION 21-56

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE RESOLVING ENTER INTO A PROFESSIONAL SERVICE AGREEMENT FOR THE PHOSPHORUS DISCHARGE OPTIMIZATION PLAN

WHEREAS, the Village of Poplar Grove ("Village") has a National Pollutant Discharge Elimination System (NPDES) Permit Number IL0071447 for its South Wastewater Treatment Plant (SWWTP) ; and

WHEREAS, Special Condition 18 the Village's NPDES Permit requires the Village to develop a Phosphorus Optimization Plan; and

WHEREAS, Special Condition 19 the Village's NPDES Permit requires the Village to develop a Feasibility Study to reduce phosphorus emissions; and

WHEREAS, it is necessary to prepare and submit said studies to the Illinois Environmental Protection Agency; and

WHEREAS, the Village has determined that it is in the best interest of its citizens to complete the Optimization Plan and Feasibility Study as herein described above.

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

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

Adopted this 17th day of November 2021.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING “AYE”: _____

_____

VOTING “NAY”: _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2021

_____

VILLAGE PRESIDENT

ATTEST:

_____

VILLAGE CLERK

McMAHON
ENGINEERS ARCHITECTS

To: **The Committee of the Whole**

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

Re: **Phosphorous Discharge Optimization Plan – South WWTP**

Date: **November 3, 2021**

As I think many of you know, there has been concerted effort by the Federal EPA to reduce nutrients (Nitrogen, Potassium and Phosphorus) from being discharged into the environment. This is largely in response to Gulf Hypoxia, and observed algae growth within rivers, lakes and streams. During a routine review of the permit for the SWWTP, Test noted that the permit contains two special conditions which are outlined below.

SPECIAL CONDITION 18. The Permittee shall develop and submit to the Agency a Phosphorus Discharge Optimization Plan within twenty-four months of the effective date of this permit. The plan shall include a schedule for the implementation of these optimization measures. Annual progress reports on the optimization of the existing treatment facilities shall be submitted to the Agency by March 31 of each year beginning 12 months from effective date of the permit. In developing the plan, the Permittee shall evaluate a range of measures for reducing phosphorus discharges from the treatment plant, including possible source reduction measures, operational improvements, and minor facility modifications that will optimize reductions in phosphorus discharges from the wastewater treatment facility. The Permittee's evaluation shall include, but not be limited to, an evaluation of the following optimization measures:

A. WWTF influent reduction measures.
   1. Evaluate the phosphorus reduction potential of users.
   2. Determine which sources have the greatest opportunity for reducing phosphorus (i.e., industrial, commercial, institutional, municipal and others).
      a. Determine whether known sources (i.e., restaurant and food preparation) can adopt phosphorus minimization and water conservation plans.
      b. Evaluate implementation of local limits on influent sources of excessive phosphorus.

B. WWTF effluent reduction measures.
   1. Reduce phosphorus discharges by optimizing existing treatment processes.
      a. Adjust the solids retention time for either nitrification, denitrification, or biological phosphorus removal.
      b. Adjust aeration rates to reduce dissolved oxygen and promote simultaneous nitrification-denitrification.
      c. Add baffles to existing units to improve microorganism conditions by creating divided anaerobic, anoxic, and aerobic zones.
      d. Change aeration settings in plug flow basins by turning off air or mixers at the inlet side of the basin system.
      e. Minimize impact on recycle streams by improving aeration within holding tanks.
      f. Reconfigure flow through existing basins to enhance biological nutrient removal.

SPECIAL CONDITION 19. The Permittee shall, within twenty-four months of the effective date of this permit, prepare and submit to the Agency a feasibility study that identifies the method, timeframe, and costs of reducing phosphorus levels in its discharge to a level consistently meeting a potential future effluent limit of 0.5 mg/L and 0.1 mg/L. The study shall evaluate the construction and O & M costs of the application of these limits on a monthly, seasonal and annual average basis.

Phosphorous has been deemed the pollutant of concern by EPA, and any WWTP with a discharge of 1MGD or greater is now required to evaluate different treatment options for phosphorus. Due to the Village's permit, it is time to prepare and submit the optimization plan and feasibility study to the IEPA. These studies are in essence a miniature version of a facility plan where just about any feasible technology, public outreach, etc. that can be used to limit the discharge of phosphorus is evaluated. There are essentially two studies that need to be completed. The first is the Phosphorus Discharge Optimization Plan which will evaluate means for reducing the phosphorous discharge. The second is the feasibility study which will identify the cost effective means over a long term period to limit the discharge of phosphorus.

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

McMAHON
ENGINEERS ARCHITECTS

AGREEMENT
For PROFESSIONAL SERVICES

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

Date: November 2, 2021

McM. No. M0032-07-21-00001

PROJECT DESCRIPTION:

The Village of Poplar Grove is required to develop and submit a Phosphorus Discharge Optimization Plan to the Illinois Environmental Protection Agency (IEPA) to comply with their South Wastewater Treatment Plant (WWTP) discharge permit. The requirements of the Phosphorus Discharge Optimization plan are defined under Special Condition 18 of the South WWTP's permit. The purpose of the Plan is to evaluate different alternatives of meeting potential future stringent effluent phosphorus limits. The evaluation shall consider source reduction, plant performance optimization and facility modifications.

In addition to the Phosphorus Discharge Optimization Plan, the Village is also required to develop and submit a Feasibility Study noted in Special Condition 19. The purpose of the Study is to evaluate alternative identified in the Plan on a cost-effective basis. The Study should make a recommendation on meeting the future stringent limits.

SCOPE OF SERVICES:

MCMAHON ASSOCIATES, INC. agrees to provide the following Scope Of Services for this project:

- In accordance with Special Condition 18 of IEPA Permit #IL0071447, McMAHON will develop and submit a Phosphorus Discharge Optimization Plan.
- In accordance with Special Condition 19 of IEPA Permit #IL0071447, McMAHON will develop and submit a Phosphorus Feasibility Study.

Items Not Included In The Scope Of Services:

The following is not intended to be a comprehensive list. It is intended to highlight general areas not included in the Scope of Services.

- Permit Fees
- Laboratory Services

SPECIAL TERMS: (Refer Also To General Terms & Conditions - Attached)

The Scope Of Services and fee is based upon the understanding that the Owner will provide the following:

- Three (3) years of South WWTP performance data, including influent and effluent P.

The Village of Poplar Grove agrees that the Project Description, Scope Of Services and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of McMahon Associates, Inc.

COMPENSATION: (Does Not Include Permit Or Approval Fees)

McMAHON Associates, Inc. agrees to provide the Scope Of Services described above for the following compensation:

☐ Rates Per Attached Fee Schedule

☒ Lump Sum: **Phosphorus Discharge Optimization Plan $7,500**
Feasibility Study $2,500

☐ Other:

COMPLETION SCHEDULE:

McMAHON Associates, Inc. agrees to complete this project as follows: Developing the Phosphorus Discharge Optimization Plan will commence upon receipt of signed Agreement. McMAHON will develop a draft Plan for the Village's review within 3-months of this Agreement being executed and the receipt of the South Plant Performance Data outlined in Special Terms. The Feasibility Study will be completed within 1-month of the Phosphorus Discharge Optimization Plan being approved by the Village Board.

ACCEPTANCE:

The General Terms & Conditions And The Scope Of Services (Defined In The Above Agreement) Are Accepted, and McMAHON Associates, Inc. Is Hereby Authorized To Proceed With The Services.

☐ This Agreement Confirms Our Written Proposal, Dated: _____

☐ This Agreement Confirms Our Verbal Estimate Given On: _____

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

OWNER:

By: _____
(Authorized Signature)

Title: _____

Date: _____

McMAHON ASSOCIATES, INC.
Machesney Park, Illinois

By: _____

Title: _____

Date: _____

Project Manager: _____

Please Return One Copy For Our Records
1700 HUTCHINS ROAD - MACHESNEY PARK, IL 61115
PH. 815.636.9590 ▪ FX. 815.636.9591 ▪ WWW.MCMGRP.COM

McMAHON ENGINEERS ARCHITECTS McMAHON ASSOCIATES, INC. GENERAL TERMS & CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NUMBER: 21-57

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS APPROVING THE PURCHASE OF AUDIO HARDWARE AND INSTALLATION SERVICES FROM PCTECH2U, INC.

WHEREAS, pursuant to Section 1-10-3 of the Village of Poplar Grove's Code of Ordinances ("Village Code"), in accordance with Subsection C, Category B, Non-Emergency purchases, "Purchases between $2,501.00 and the state limit require three written quotes and the approval of the Village Treasurer and Village President. Physical records regarding dates, contacts, and quotes received should be retained in the Department's files. Due diligence must be done to obtain three written quotes. If three written quotes are unable to be obtained, formal approval from the Village Treasurer, and Village President must be obtained prior to purchase"; and

WHEREAS, PCTech2U, Inc., provides business Information Technology services, computer repair, and audio/video hardware installation services to small businesses and municipalities; and

WHEREAS, the Village has procured a quote to purchase audio hardware and installation services from PCTech2U, Inc., with the proposed cost for equipment and installation is $13,500.

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

1. The above recitals are incorporated and are made a part hereof as if fully set forth herein.

2. The Village hereby approves the expenditure to PCTech2U, Inc., in the amount of $13,500 for audio hardware and installation services, as set forth in PCTech2U, Inc.'s estimate number 1062, attached hereto as Exhibit A.

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” – PCTECH2U, INC. ESTIMATE #1062

1654 N. Alpine Rd
Rockford, IL 61107
http://www.pctech2u.com
815-871-2470

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

Estimate #	1062
Estimate Date	10-30-21
Total	**$13,500.00**

Item	Description	Unit Cost	Quantity	Line Total
Bogen C60	Bogen Communications C60 Classic Series Public Address Amplifier 60W	$0.00	1.0	$0.00
Bogen Cam8Pro	he Bogen CAM8PRO is an 8-input, dual-bus MIC/Line mixer that combines superb performance with a generous array of simple-to-use features in a single-rack space design. It features 8 independently assignable inputs switchable between MIC and Line. Each input has a trim control, a switchable low-cut filter, and a Main/Auxiliary bus output selector	$0.00	2.0	$0.00
Bogen DDU250 Desktop Mic	he Bogen DDU250 is a high-quality, dynamic, uni-directional, gooseneck desktop microphone ideal for any podium or PA system. It features a 16" long, fully flexible gooseneck stalk that is shock-mounted to a heavy zinc die cast base, a unidirectional pickup pattern, and a 10-foot cable with external contact closure outputs for the talk switches	$0.00	8.0	$0.00
Bogen UHF8011HH	Bogen's UHF8011HH Wireless Microphone Systems offer users the freedom to move around while speaking. System choices consist of an 1,440-channel PLL single channel UHF receiver coupled with a wireless handheld microphone.	$0.00	2.0	$0.00
Denon Professional DN-300RMKII	The DN-300RMKII solid-state audio recorder was built to give installers and system designers options and convenience when tasked with adding recording capabilities to a commercial audio system. The single rack space 300RMKII can record WAV or MP3 files to SD and USB media simultaneously, and do so in dual-mono or dual stereo mode. This functionality means that a safety track can also be recorded at -10 dB to both media at the same time. The unit powers up in record-ready mode and has balanced and unbalanced inputs and outputs to ensure compatibility and ease of use.	$9,500.00	1.0	$9,500.00
Service	Service Install and setup all above equipment includes all cabling and mounting.	$4,000.00	1.0	$4,000.00
Auray Under Desk / Wall Mount Rack (2 RU)	Auray Under Desk / Wall Mount Rack (2 RU)	$0.00	2.0	$0.00

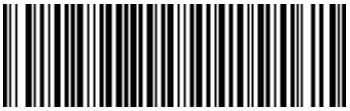
THIS IS AN ESTIMATE

Subtotal	**$13,500.00**
Tax	$0.00
Estimate Total	**$13,500.00**

Disclaimer

This is an estimate. Final values may vary.

Signed: _____ Date: _____



RESOLUTION NUMBER: 21-59

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS APPROVING THE PURCHASE OF VIDEO EQUIPMENT AND INSTALLATION SERVICES FROM PCTECH2U, INC.

WHEREAS, pursuant to Section 1-10-3 of the Village of Poplar Grove's Code of Ordinances ("Village Code"), in accordance with Subsection C, Category B, Non-Emergency purchases, "Purchases between $2,501.00 and the state limit require three written quotes and the approval of the Village Treasurer and Village President. Physical records regarding dates, contacts, and quotes received should be retained in the Department's files. Due diligence must be done to obtain three written quotes. If three written quotes are unable to be obtained, formal approval from the Village Treasurer, and Village President must be obtained prior to purchase"; and

WHEREAS, PCTech2U, Inc., provides business Information Technology services, computer repair, and audio/video hardware installation services to small businesses and municipalities; and

WHEREAS, the Village has procured a quote to purchase video equipment and installation services from PCTech2U, Inc., with the proposed cost for equipment and installation of video equipment is $13,822.84.

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

1. The above recitals are incorporated and are made a part hereof as if fully set forth herein.

2. The Village hereby approves the expenditure to PCTech2U, Inc., in the amount of $13,822.84 for video equipment and installation services, as set forth in PCTech2U, Inc.'s estimate number 1064, attached hereto as Exhibit A.

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” – PCTECH2U, INC. ESTIMATE #1064

1654 N. Alpine Rd
Rockford, IL 61107
http://www.pctech2u.com
815-871-2470

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

Estimate #	1064
Estimate Date	10-30-21
Total	**$13,822.84**

Item	Description	Unit Cost	Quantity	Line Total
Viewsonic VG1655	Viewsonic VG1655 15.6" Full HD LED LCD Monitor - 16:9 - Silver - 16" Class - In-plane Switching (IPS) Technology - 1920 x 1080 - 16.2 Million Colors - 250 Nit - 6.50 ms GTG (OD) - 75 Hz Refresh Rate - HDMI 1080P 2WAY POWER WITH USB TYPE-C	$279.99	8.0	$2,239.92
Kramer Electronics VM-16H 1:16 HDMI Distribution Amplifier	Kramer Electronics VM-16H 1:16 HDMI Distribution Amplifier	$1,300.00	1.0	$1,300.00
037332236852	Tripp Lite High-Speed HDMI Cable HDMI 2.0 Fiber AOC 4K @60Hz Black M/M 40M	$0.00	2.0	$0.00
037332236821	Tripp Lite High-Speed HDMI Cable HDMI 2.0 Fiber AOC 4K @60Hz Black M/M 15M	$179.99	2.0	$359.98
037332237774	Tripp Lite HDMI 2.0b Extension Cable 4:4:4 Color 4K Ethernet 60Hz M/F 15ft	$23.00	11.0	$253.00
065030880503	StarTech.com TV Wall Mount for 60-100 inch VESA Displays (165lb) - Heavy Duty Tilting Universal TV Mounting Bracket for Large Flat Screens	$89.99	1.0	$89.99
037332186591	Tripp Lite Display TV Wall Monitor Mount Swivel/Tilt 60" to 100" TVs / Monitors / Flat-Screens	$189.99	2.0	$379.98
On Site Service	Onsite Service	$3,200.00	1.0	$3,200.00
195174008201	LG 86-Inch 4K Smart LED TV with AI ThinQ - Dolby Vision - TuMotion 240	$1,999.99	3.0	$5,999.97

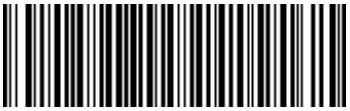
THIS IS AN ESTIMATE

Subtotal	**$13,822.84**
Tax	$0.00
Estimate Total	**$13,822.84**

Disclaimer

This is an estimate. Final values may vary.

Signed: _____ Date: _____



PTELL Extension Limit Estimator

10/26/2021

Village of Poplar Grove

Extimates for levy year	2021	Taxes collected and distributed in			2022	
Aggregate Extension Base	288,792					
CPI Increase	1.4%					
Rate Setting EAV	103,487,109					
Annexations	-					
New Property	1,263,851					
Adjusted EAV =	103,487,109 Rate Setting EAV	-	- Annexations	+	- Disconnections	= **103,487,109**
Numerator =	288,792 Agg. Ext. Base	x	101.4% CPI Factor	=	**292,835**	
Denominator =	103,487,109 Adjusted EAV	-	1,263,851 New Property	=	**102,223,258**	
Limiting Rate =	292,835	/	102,223,258	=	**0.28647%**	
Max. Total Capped Extention	103,487,109	x	0.28647%	=	**296,456**	

09/14/2021 03:30:06 PM

Tax Year: 2021

Assessor Estimated EAV Report by Tax District
Boone County

VCPG - POPLAR GROVE

Totals	
Board of Review Abstract	115,468,136
- Exemptions	11,786,607
- Under Assessed	0
+ State Assessed	0
Total EAV	103,681,529
- Tif Increment / Ezone	194,420
Rate Setting EAV	103,487,109

New Construction	
Commercial	0
Farm	4,396
Industrial	0
Local Rail Road	0
Mineral	0
Residential	1,259,455
Total	1,263,851

	Commercial		Farm		Industrial		Local Rail Road		Mineral		Residential		State Rail Road		Totals	
Exemption Category	Value	Count	Value	Count	Value	Count	Value	Count	Value	Count	Value	Count	Value	Count	Value	Count
Parcel Count		66		289		4		0		0		1,962		0		2,321
Board of Review Abstract	8,826,779		3,424,576		100,757		0		0		103,116,024		0		115,468,136	
- Home Improvement	0	0	0	0	0	0	0	0	0	0	170,365	51	0	0	170,365	51
- Veteran's	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
+ State Assessed	0		0		0		0		0		0		0		0	
= EAV	8,826,779	0	3,424,576	0	100,757	0	0	0	0	0	102,945,659	51	0	0	115,297,771	51
- Senior Assessment Freeze	0	0	0	0	0	0	0	0	0	0	570,948	60	0	0	570,948	60
- Owner Occupied	6,000	1	24,000	4	0	0	0	0	0	0	7,733,327	1,292	0	0	7,763,327	1,297
- Senior Citizen's	5,000	1	5,000	1	0	0	0	0	0	0	1,491,753	299	0	0	1,501,753	301
- Disabled Person	0	0	0	0	0	0	0	0	0	0	46,000	23	0	0	46,000	23
- Disabled Veteran	0	0	0	0	0	0	0	0	0	0	1,734,214	30	0	0	1,734,214	30
- Returning Veteran	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- Natural Disaster	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- Fraternal Freeze	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- Vet Freeze	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- Under Assessed	0		0		0		0		0		0		0		0	0
- E-Zone	0	0	194,420	1	0	0	0	0	0	0	0	0	0	0	194,420	1
- TIF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- Drainage	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
= Taxable Value	8,815,779		3,201,156		100,757		0		0		91,369,417		0		103,487,109	

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VILLAGE OF POPLAR GROVE

ORDINANCE NO. 2021-38

AN ORDINANCE AUTHORIZING THE LEVY AND COLLECTION OF TAXES FOR THE GENERAL CORPORATE, LIABILITY INSURANCE, SOCIAL SECURITY, AND AUDIT PURPOSES FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2021 AND ENDING ON APRIL 30, 2022 FOR THE VILLAGE OF POPLAR GROVE, BOONE COUNTY, ILLINOIS.

WHEREAS, the Board of Trustees of the Village of Poplar Grove, Boone County, Illinois on the 21st day of April 2021, pass an Appropriation Ordinance for said Village for the fiscal year beginning May 1, 2021 and ending April 30, 2022, and thereafter caused said Appropriation Ordinance to be duly published in accordance with the statute in such case made and provided that said Ordinance is now on file and recorded in the records of said Village;

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

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

Section 1. There is hereby levied on all taxable property within the limits of the Village of Poplar Grove of Boone County, Illinois as the same is assessed and equalized for state and county purposes, the total sum of $240,456 for the purpose of defraying all the necessary expenses and liabilities of said Village for general corporate purposes for the GENERAL CORPORATE FUND, for said fiscal year and to be known as a tax for general corporate purposes as follows:

General Corporate Fund

ADMINISTRATIVE DEPT		***AMOUNT BUDGETED***	***AMOUNT LEVIED***
Personnel	$	290,670.00	
Contractual Services	$	305,151.00	
Commodities	$	18,850.00	
Debt Services	$	17,917.00	
Total Administrative Department	$	632,588.00	

POLICE PROTECTION DEPARTMENT		***AMOUNT BUDGETED***
Contractual Services	$	10,000.00
Total Police Protection Department	$	10,000.00

PARK DEPARTMENT		***AMOUNT BUDGETED***
Personnel	$	91,220.00
Contractual Services	$	39,450.00
Commodities	$	11,000.00
Capital Outlay	$	10,500.00
Total Park Department	$	152,170.00

STREET DEPARTMENT		***AMOUNT BUDGETED***
Personnel	$	70,443.00
Contractual Services	$	205,150.00
Commodities	$	114,500.00
Capital Outlay	$	174,681.00
Total Street Department	$	564,774.00

COMMUNITY DEVELOPMENT AND EVENTS DEPARTMENT		***AMOUNT BUDGETED***
Contractual Services	$	153,500.00
Commodities	$	10,000.00
Total Community Development and Events Department	$	163,500.00

VILLAGE CLERK DEPARTMENT		*AMOUNT BUDGETED*		
Personnel		$ 28,123.00		
Contractual Services		$ 34,218.00		
Commodities		$ -		
Capital		$ -		
	Total Village Clerk Department	$ 62,341.00		
	Total General Corporate	$ 1,585,373.00	$	240,456.00

TOTAL GENERAL CORPORATE LEVY

Making the amount by taxation and levied on all taxable property within said Village for the aforesaid purposes of general corporate levy the sum of: **$ 240,456.00**

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

LIABILITY INSURANCE LEVY

		AMOUNT BUDGETED		*AMOUNT LEVIED*
Liability Insurance		$ 35,000.00		
	Total for Liability Insurance	$ 35,000.00	$	21,000.00

Making the amount by taxation and levied on all taxable property in said Village for the aforesaid purposes of liability insurance levy the sum of: **$ 21,000.00**

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

AUDIT LEVY

		AMOUNT BUDGETED		*AMOUNT LEVIED*
Auditing		$ 16,900.00		
	Total for Auditing	$ 16,900.00	$	15,000.00

Making the amount by taxation and levied on all taxable property in said Village for the aforesaid purposes of Auditing levy the sum of: **$ 15,000.00**

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

SOCIAL SECURITY LEVY

		AMOUNT BUDGETED		*AMOUNT LEVIED*
Social Security		$ 24,488.00		
	Total for Social Security	$ 24,488.00	$	20,000.00

Making the amount by taxation and levied on all taxable property in said Village for the aforesaid purposes of Social Security levy the sum of: **$ 20,000.00**

SECTION 5:

SUMMARY

OF THE FOREGOING ANNUAL TAX LEVY THE AMOUNT TO BE LEVIED FOR **GENERAL CORPORATE** PURPOSES AS SET FORTH IN DETAIL UNDER THE HEADING "TOTAL GENERAL CORPORATE LEVY" AS PROVIDED BY STATUTE IS THE SUM OF.....	S	**240,456.00**
OF THE FOREGOING ANNUAL TAX LEVY THE AMOUNT TO BE LEVIED FOR THE **LIABILITY INSURANCE LEVY** IN ADDITION TO ALL OTHER TAXES IS THE SUM OF	S	**21,000.00**
OF THE FOREGOING ANNUAL TAX LEVY THE AMOUNT TO BE LEVIED FOR THE **AUDIT LEVY** IN ADDITION TO ALL OTHER TAXES IS THE SUM OF	S	**15,000.00**
OF THE FOREGOING ANNUAL TAX LEVY THE AMOUNT TO BE LEVIED FOR THE **SOCIAL SECURITY LEVY** IN ADDITION TO ALL OTHER TAXES IS THE SUM OF	S	**20,000.00**
	S	**296,456.00**

Making the aggregate sum of S296,456 raised by taxation and levied on all taxable property in said Village, in order to meet and defray all the necessary expenses and liabilities of the Village as required by statute.

It is hereby directed that the aforesaid sum be raised by taxation in the manner provided by law.

SECTION 6: That said tax so levied and assessed, be collected and enforced in the same manner and by the same officers, as the state and county taxes, and be paid over by the same officers so collecting the same to the Treasurer of the Village of Poplar Grove, County of Boone, Illinois, as provided by law.

SECTION 7: That the Clerk of said Village is hereby directed to forthwith make and file with the County Clerk of Boone County Illinois, a certified copy of this Ordinance, and that the rate percent be ascertained and the tax aforesaid be extended as provided by law.

SECTION 8: That this Ordinance shall be in full force and effect after its approval, passage and publication as provided by law.

SECTION 9: That all ordinances or parts of ordinances in conflict with this Ordinance are repealed insofar as they conflict.

PASSED this _____ day of _____2021

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

_____
Donald Sattler, Village President
Village of Poplar Grove

_____
Karri Anderberg, Village Clerk

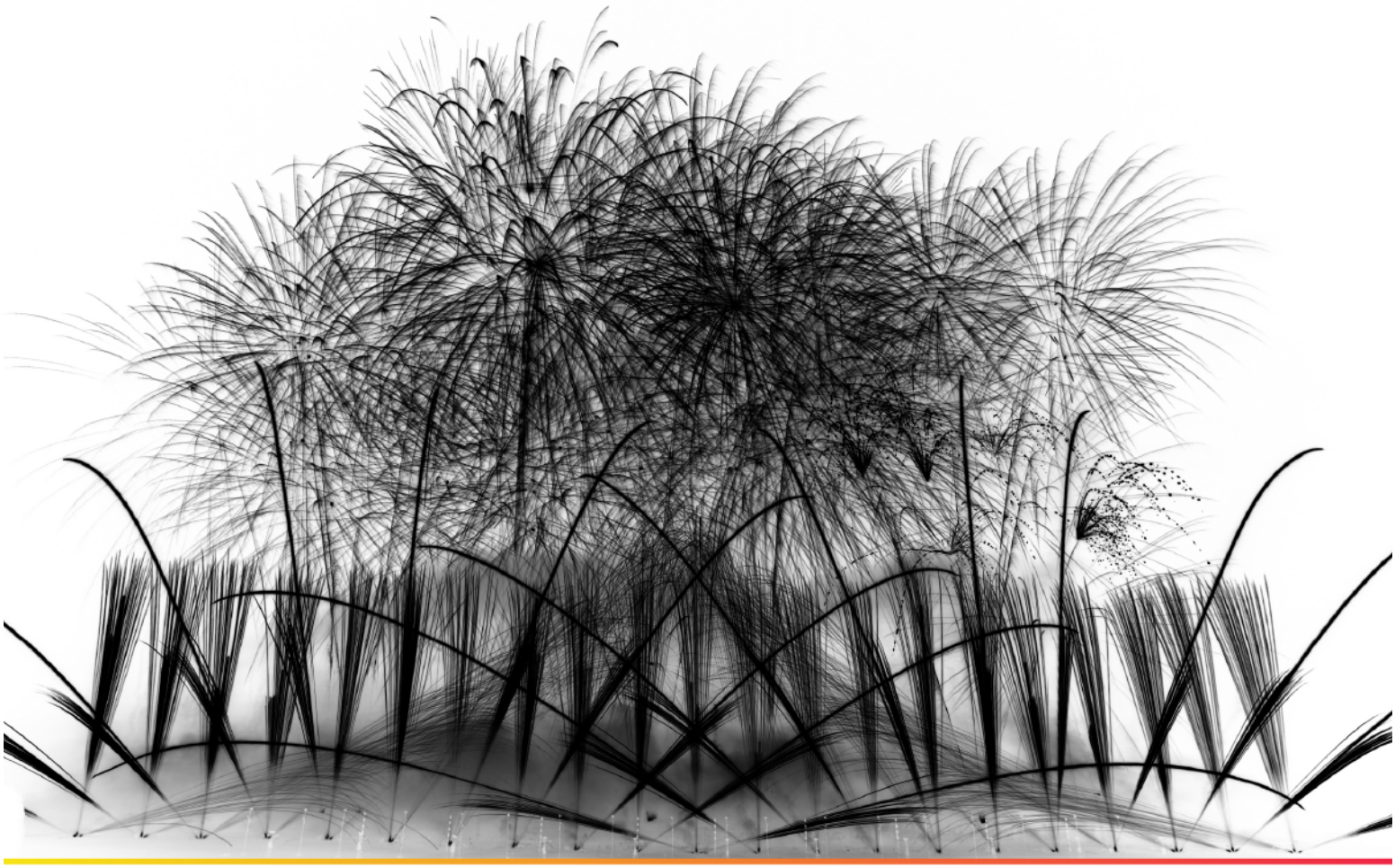

PYROTECNICO™
VITALE FAMILY FIREWORKS * 1889
Village of Poplar Grove, IL
Poplar Grove, IL
June 11, 2022
PYROTECNICO™ fx
AMPLIFYING EXCITEMENT | SINCE 1889
800.854.4705 • WWW.PYROTECNICO.COM

OUR CORE VALUES

We produce each show with tireless dedication. We treat each employee, supplier, and regulator with respect. Individual and team initiative drives our company. Imaginative people are the core of our success. Insuring safety is our top priority. Great performances are our passion.

WHAT THIS MEANS FOR YOUR EVENT

You have a vision for your event and Pyrotecnico will work tirelessly to design a spectacular display to match that vision. Our staff has an unrivaled passion for what we do and that results in superior customer service, advanced display designs, and safe certified/licensed pyrotechnicians for your event.



YOUR EVENT TEAM



Stephen Vitale - President & CEO - svitale@pyrotecnico.com
As the President and CEO of Pyrotecnico, Stephen provides the leadership for all of our employees and creates the philosophy by which we excel. Stephen has 30 years of experience in the fireworks and special effects industries.

Mark DeVincentis - Chief Financial Officer - mdevincentis@pyrotecnico.com
Rick oversees Pyrotecnico's accounting department, and handles Pyrotecnico's daily finances, insurance, and billing.

Chris Liberatore - Executive VP of Fireworks - cliberatore@pyrotecnico.com
Chris supervises the servicing of client accounts, ensuring that you are completely satisfied with our service and your crowd will experience the best show they have ever seen.

Brian Jesse - Account Manager - bjesse@pyrotecnico.com
Brian services client accounts, making sure that all aspects of your program are completed in a timely manner.

PROPOSAL

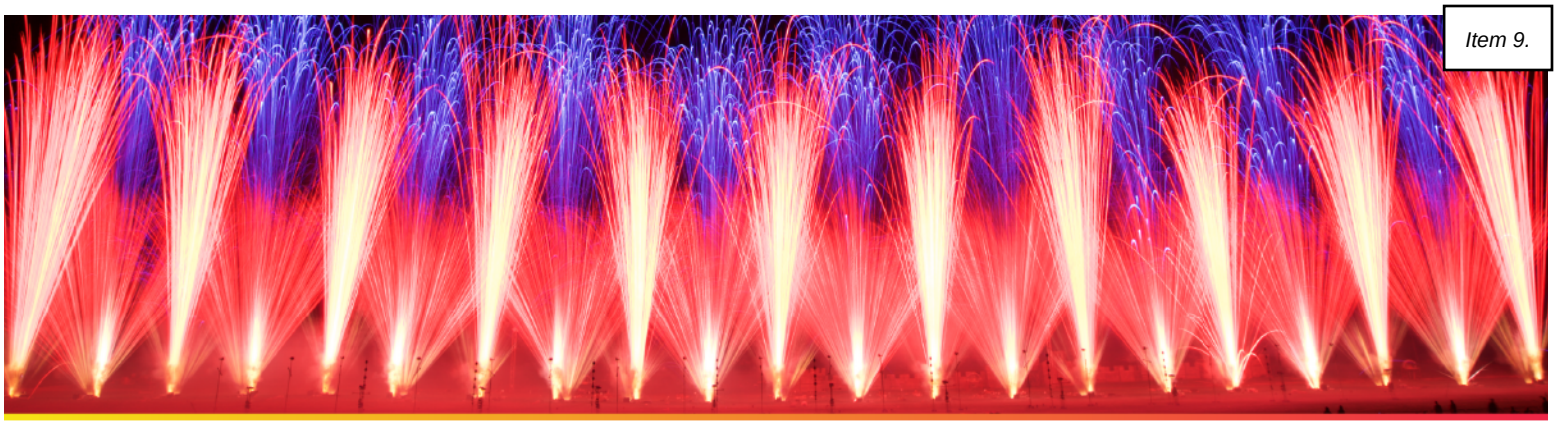
Client:
Village of Poplar Grove, IL

Event Date: June 11, 2022

Prepared for: Deputy Clerk, Ms. Katie Jaster

This Presentation Includes:
• All necessary insurance to include 10 million dollar general liability insurance, 10 million in commercial transportation insurance, and state worker's compensation.
• Our trained technicians to produce the display.
• All transportation and delivery costs. Transportation provided by our commercially licensed drivers.
• All necessary safety precautions to provide a safe and spectacular display, assistance with local and state firework display permits.
• Highly choreographed display design.
• The widest variety of top quality shell and special effects from around the globe that includes our own American products





Option A | 20 Minute Pyro Musical @ $20,000.00

1,150 1" Aerial Display Shells
292 2" Aerial Display Shells
630 2.5" Aerial Display Shells
162 3" Aerial Display Shells
20 4" Aerial Display Shells

Option B | 18 Minute Pyro Musical @ $15,000.00

865 1" Aerial Display Shells
220 2" Aerial Display Shells
474 2.5" Aerial Display Shells
122 3" Aerial Display Shells
61 4" Aerial Display Shells

Option C | 17 Minute Pyro Musical @ $12,000.00

740 1" Aerial Display Shells
188 2" Aerial Display Shells
405 2.5" Aerial Display Shells
104 3" Aerial Display Shells
52 4" Aerial Display Shells

YOUR SHOW

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*Maximum shell heights will vary for each individual display.
•On average, shells will reach 100' of elevation for every inch in shell diameter.
(Example: 2" shells will reach approximately 200' in elevation.)



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We are bringing 125 years of experience to the table, giving us the knowledge and ability to use the absolute best technology, techniques, and the most innovative products with the utmost safety. We have lived and breathed fireworks and special effects for 125 years, and we will see your show through from concept to clean up.

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THANK YOU

Thank you for the time and consideration that you have given us.

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Pyrotecnico will work tirelessly throughout this process to ensure that every element of the program runs smoothly. From permitting and license paperwork, to design and choreography, to the safe operation of your display, we will endeavor to provide peace-of-mind throughout our partnership.

Thank you again and we look forward to hearing from you very soon.

Brian Jesse | Account Manager
219.393.5522 (Office)
773.420.6129 (Mobile)
bjesse@pyrotecnico.com (Email)

ORDINANCE NUMBER: 2021-39

AN ORDINANCE OF THE VILLAGE OF POPLAR GROVE AMENDING SECTION 6-2-4-4 AND SECTION 6-2-5 OF CHAPTER 2 COMBINED WATERWORKS AND SEWERAGE SYSTEM OF THE VILLAGE OF POPLAR GROVE CODE OF ORDINANCES

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

WHEREAS, Chapter 2 Combined Waterworks and Sewerage System governs regulations for the waterworks and sewerage systems within the Village; and

WHEREAS, the Village desires to amend Section 6-2-4-4 of Chapter 2 to clarify when shut off fees are charged to residents as set forth herein; and

WHEREAS, the Village desires to amend Section 6-2-5 of Chapter 2 to provide a sewer credit as set forth herein; and

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

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

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

2. That Section 6-2-4-4 of the Village Code of Ordinances entitled "Termination of Service" is amended to read as follows (deletions shown as strikethroughs and new language as bold and underlined):

   6-2-4-4. - TERMINATION OF SERVICE.

   A. Non-payment. Timing of payments for service shall follow 6-2-4-2(A). If account remains unpaid by the end of the month, water services will be shut off and will result in a $110.00 shut off fee, and service shall not be reinstated until all past due invoices are paid in full pursuant to 6-2-4-2(A). A disconnection notice will be sent via regular mail prior to disconnection following the 21 st day of the month. **In the event that the b-box is damaged, such that the water services are unable to be shut off, the shut off fee will still be imposed."**

   B. Other Termination of Service. If a water/sewer customer in good standing, or in the case of emergency, the owner of said property may request by application a turn-off or turn-on for a service fee of $45.00 each.

C. Sewer Only Customers. For sewer-only customers, if the rate or charges for such service are not paid according to 6-2-4-2(A), the Village shall notify the owner of the property in writing that the bill for such service is past due, and late fees will be assessed. In the event the charges for service are not paid according to 6-2-4-2, such charges shall be deemed and are hereby declared to be delinquent, and thereafter such delinquencies shall constitute liens upon the real estate for which service is supplied. The Village Clerk is hereby authorized and directed to file sworn statements showing such delinquencies in the Office of the Recorder of Deeds of Boone County, Illinois, and the filing of such statements in such office shall be deemed notice for the payment of such charges for such service.

3. That Section 6-2-5 of the Village Code of Ordinances entitled "Reserved" is amended to read as follows (deletions shown as strikethroughs and new language as bold and underlined):

"6-2-5. – ~~RESERVED~~ **Sewer Credit For New Single Family Residential Construction**.

Property owners of newly constructed single-family homes shall receive a credit on their bill equal to 90 days of sewer service for yard watering immediately following issuance of final occupancy permit. The sewer credit provided will only be in the amount above those average usage rates as set by the Environmental Protection Agency."

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

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

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2020

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED_____, 2020

ATTEST:

_____ _____

CLERK PRESIDENT

RESOLUTION NUMBER: 2021-61

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS APPROVING THE RISK MANAGEMENT PROPOSAL FROM ILLINOIS COUNTIES RISK MANAGEMENT TRUST

WHEREAS, the Village of Poplar Grove ("Village") has received a proposal from Illinois Counties Risk Management Trust for the provision of insurance coverage for the Village; and

WHEREAS, the Village desires to accept the proposal of Illinois Counties Risk Management Trust for the provision of insurance coverage for the Village; 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 accept the proposal from Illinois Risk Management Trust to provide insurance coverage for the Village.

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 Illinois Counties Risk Management Trust in the amount of $73,925.00 as set forth in Exhibit A attached hereto.
4. The Village President and Village Clerk are hereby 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

VENDOR AGREEMENT

This agreement, dated as of _____, 20XX, is entered into by and between_____, (Agency), and _____, a supplier of home water and/or waste water, (Vendor).

PURPOSE

Public Law No: 116-260 signed on December 27, 2020, included funding with instructions for the Administration for Children and Families (ACF) within the U.S. Department of Health and Human Services (HHS) to carry out grants to assist low-income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services, by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. This act requires that certain assurances be satisfied before assistance payments are made, on behalf of eligible individuals, to suppliers of drinking water and wastewater. This agreement defines the conditions that the Vendor must agree to so that the Agency can make assistance payments to the Vendor on behalf of eligible households.

AGENCY RESPONSIBILITIES

The Agency shall:

- Accept and review client applications and determine eligibility of households for payments.
- Submit applications subject to available funding to the Department for eligible households according to LIHWAP guidelines.
- Follow procedures that minimize the time elapsing between the receipt of funds and their disbursement to vendor.
- Make payments in a timely manner to the vendor on behalf of eligible households for the term of this agreement.
- Follow sound fiscal management policies, including, but not limited to segregation of funds from other operating funds of the agency.
- Notify customer and/or vendor of the customer's eligibility and total benefit amount.
- Incorporate policies that assure the confidentiality of eligible household's usage, balance, and payments.

VENDOR RESPONSIBILITIES

The Vendor shall:

- Provide an invoice that clearly states the cost of the water and/or wastewater service and fees only.
- Accept benefit checks and vouchers on behalf of eligible households for the purpose of providing LIHWAP services for customers identified to receive such benefits.
- Immediately apply the benefit payment to customer's current/past due bill, deposit/reconnect requirements, late fees, or arrearages to eliminate the amount owed by the customer for a period determined by the amount of the benefit.
- Notify the customer of the amount of benefit payment applied to the customer's billing.
- Refund any payments made in error to the LIHWAP agency who made the payment on behalf of the customer.
- Keep customer records confidential.
- Maintain records for four (4) years from the date of this agreement, or longer if the vendor is notified that a fiscal audit for a specific program year is unresolved.
- Make records available for review by authorized staff of the Department of Commerce and Economic Opportunity, Office of Community Assistance.

REQUIRED RECORDS FOR AUDIT PURPOSES

- The vendor will keep records showing the following:
- Name and address of households who received assistance payments.
- Amount of assistance to each household.
- Source of payment.

OTHER PROVISIONS

Term of Agreement

This agreement is effective from the date of execution.

Termination

This agreement may be terminated by either party with a thirty (30) day written notice to the other party. Termination shall not extinguish authorized obligations incurred during the term of the agreement. If funding is withdrawn, reduced, or eliminated by Commerce, the agency has the right to terminate this agreement immediately.

Assignment of Agreement

Neither party may assign the agreement or any of the rights, benefits and remedies conferred upon it by this agreement to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The vendor and the agency do hereby agree to the conditions set forth in this agreement.

Agency

Signature _____ Date_____

Printed Name_____

Name of Company_____

Vendor

Signature _____ Date_____

Printed Name_____

Name of Company_____

The date of this agreement is September 1, 2021 through September 30, 2023

VENDOR AGREEMENT

This agreement, dated as of _____ _, is entered into by and between_____ ,

(Agency), and _____ , a supplier of home water and/or waste water, (Vendor).

PURPOSE

Public Law No: 116-260 signed on December 27, 2020, included funding with instructions for the Administration for Children and Families (ACF) within the U.S. Department of Health and Human Services (HHS) to carry out grants to assist low-income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services, by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. This act requires that certain assurances be satisfied before assistance payments are made, on behalf of eligible individuals, to suppliers of drinking water and wastewater. This agreement defines the conditions that the Vendor must agree to so that the Agency can make assistance payments to the Vendor on behalf of eligible households.

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- Submit applications subject to available funding to the Department for eligible households according to LIHWAP guidelines.
- Follow procedures that minimize the time elapsing between the receipt of funds and their disbursement to vendor.
- Make payments in a timely manner to the vendor on behalf of eligible households for the term of this agreement.
- Follow sound fiscal management policies, including, but not limited to segregation of funds from other operating funds of the agency.
- Notify customer and/or vendor of the customer's eligibility and total benefit amount.
- Incorporate policies that assure the confidentiality of eligible household's usage, balance, and payments.

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The Vendor shall:

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- Immediately apply the benefit payment to customer's current/past due bill, deposit/reconnect requirements, late fees, or arrearages to eliminate the amount owed by the customer for a period determined by the amount of the benefit.
- Notify the customer of the amount of benefit payment applied to the customer's billing.
- Refund any payments made in error to the LIHWAP agency who made the payment on behalf of the customer.
- Keep customer records confidential.
- Maintain records for four (4) years from the date of this agreement, or longer if the vendor is notified that a fiscal audit for a specific program year is unresolved.
- Make records available for review by authorized staff of the Department of Commerce and Economic Opportunity, Office of Community Assistance.

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- The vendor will keep records showing the following:
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- Amount of assistance to each household.
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The vendor and the agency do hereby agree to the conditions set forth in this agreement.

Agency

Signature _____ Date_____

Printed Name_____

Name of Company_____

Vendor

Signature _____ Date_____

Printed Name_____

Name of Company_____

The date of this agreement is September 1, 2021 through September 30, 2023

Low Income Household Water Assistance Program (LIHWAP)

Office of Community Services
Low-Income Household
Water Assistance Program
(LIHWAP)



Illinois Department of Commerce and Economic Opportunity

2022 Policy and Procedures Manual

November 1, 2021

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LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP) OVERVIEW

Purpose

Low Income Household Water Assistance Program (LIHWAP) provides funds to assist low-income households with water and wastewater bills. LIHWAP grants are available to States, the District of Columbia, the Commonwealth of Puerto Rico, U.S. Territories, and Federally and state-recognized Indian Tribes and tribal organizations that received fiscal year 2021 Low Income Home Energy Assistance Program (LIHEAP) grants.

The U.S. Department of Health and Human Services (HHS) through the Administration for Children and Families (ACF) launched the new Low-Income Household Water Assistance Program (LIHWAP) established under the Consolidated Appropriations Act of 2021. LIHWAP is a temporary emergency program that will help low-income households and families afford water and wastewater services during the Coronavirus pandemic. Along with funding provided under the American Rescue Plan Act of 2021, LIWHAP will help residents pay their water bills, avoid shutoffs and support household water system reconnections related to non-payment.

LIHWAP provides grants to states, territories and tribes to work with private owners and operators of public water systems and treatment. Although Congress established LIHWAP as an emergency program to help states respond to the coronavirus pandemic, ACF is directing states to model LIHWAP after the existing Low-Income Home Energy Assistance Program (LIHEAP), meaning county governments functioning as local LIHEAP agencies might also be responsible for administering this new program. In 13 states, county governments either fully administer the LIHEAP program or share that responsibility with local community-based agencies.

Legislative Background

Water Assistance Program Funding Plan Available Through American Rescue Plan Act

- The is no permanent authorization for LIHWAP
- Congress appropriated funding in the Consolidated Appropriations Act of 2021 and an additional funding through the American Rescue Plan Act (ARP) of 2021 for new emergency water and wastewater assistance program.
- The legislation provided emergency assistance to low-income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services.
- Grantees must provide funds to owners or operators of public water systems or treatment facilities to reduce arrearages of and rates charged to such households for such services.
- Use existing processes, procedures, policies, and systems in place to provide assistance to low-income households, including by using existing programs and program announcements, application and approval processes.

1. The administration of this program is authorized under Section 533 Title V of Division H of the Consolidated Appropriations Act, 2021, Public Law No: 116-260. Consistent with legislative instructions, program requirements use existing processes, procedures, and policies currently in place to provide assistance to low-income households. In particular, OCS has closely modeled the Low-Income Household Water Assistance Program's (LIHWAP) terms and conditions on assurances and requirements outlined in the Low-Income Household Energy Assistance Act, 42 U.S.C. 8621 et seq.
2. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards is located under 45 CFR Part 75. In accordance with 45 CFR 75.101 applicability, this program must comply with 45 CFR Part 75 in its entirety. No exceptions have been identified.
3. Additional applicable regulations and requirements can be found in the General Terms and Conditions for Mandatory: Formula, Block and Entitlement Grants.
4. In Illinois, LIHWAP applicants are served by a pre-approved group of Local Administering Agencies. A Local Administering Agency (LAA) is a Community Action Agency (CAA) or other community-bases organization or unit of general purpose local government or public agency which is authorized to administer LIHWAP funds received from the Department of Commerce and Economic Opportunity (the Department)

SECTION 1- PROGRAM NEEDS, GOALS AND ALLOCATIONS

Community Needs and Program Goals

1.1 Description of Emergency Household Drinking Water and Wastewater Needs

The Office of Community Assistance (OCA) priorities are the ***restoration of household water services***, including drinking water and wastewater services by reducing arrearages, and reducing rates charged to households. Fees allowed include late fees, reconnection fees or any regular fees that are included on the bill.

1.2 Operational Priorities and Emergency Flexibilities

Consistent with the goal of the American Rescue Plan to provide immediate relief to the American people, the Program's priority is to immediately restore services to households without current water services, immediate payment of existing arrearages (defined as owing $250 or more for water and wastewater combined)and to prevent disconnection of drinking water and wastewater services after a previous moratorium on water services due to Covid-19.

For the City of Chicago, the city's moratorium will continue indefinitely, so the priority is to ***reduce arrearages only*** for Chicago residents.

1.3 Implementation Date and Priority Groups

There will not be a statewide start date. A roll out of the program will occur as the grants are executed throughout November at each local agency. The proposed implementation of the water program will be November 1, 2021 and will remain through August 31, 2023, or until funds are exhausted.

According to funding availability, Local Administering Agencies will offer three types of assistance:

Priority Group 1: Disconnected services
Priority Group 2: Imminent Disconnect
Priority Group 3: Households with past due arrearages $250 or more

Estimated Funding Allocations

1.4 LIHWAP Funds Allocated

Estimated amounts of available LIHWAP funds will be used for each component operated.

	Consolidation Of Appropriations Act Of 2021 Percentage (%)	**American Rescue Plan Grant Percentage %**
Household Benefits	77%	77%
Outreach/Eligibility Determination	8%	8%
Administration (State)	5%	5%
Administration - Subrecipients	10%	10%
Total	100%	100%

Categorical Eligibility

1.5 Current Recipients are *categorically eligible* for LIHWAP Assistance

Recipients are categorically eligible for LIHWAP without providing additional income verification for the following programs:

- Low Income Home Energy Assistance Program (LIHEAP)
- Means-tested Veterans Programs
- Supplemental Security Income (SSI)
- Supplemental Nutrition Assistance Program (SNAP)
- Temporary Assistance for Needy Families (TANF)

Documentation will be necessary to prove the household is currently receiving any one of these types of assistance.

Determination of Eligibility for Direct Enrollment

1.6 Countable Income

Gross income (before taxes or any other deduction) must be used to verify income with limited exceptions. The main exception is Social Security checks that have a Medicare deduction ONLY for Hospital, Medical and/ or Prescription. Drug insurance (Parts A, B, and D).

1.7 Forms of Countable Income

Applicable Countable Income used to determine a household's eligibility for LIHWAP can be found below. The following are considered income and require 30-day documentation:

- Alimony
  Annuities (a fixed sum of money paid to someone each year, typically for the rest of their life: divide by the appropriate number to get a monthly amount when applicable)
- Armed Forces allotments & allowances for housing, food, and clothing (BAH on paystub)
- Cash gifts, excluding Every Dollar Counts/Universal Basic Income projects approved by the Department (may be verified via Income Affidavit or benefits protection letter in the following counties: Cook, Iroquois, Kane, LaSalle, Lee, Livingston, Ogle, Will and Winnebago)
- Child Support
- Commission checks that cover more than one month should be divided by the appropriate number of months to equal the 30-day income requirement
- Contract Income
- Educational Stipends (a periodic payment, especially a scholarship or fellowship allowance granted to a student)
- Farm Income - such as income from selling farm crops or livestock or similar bulk product once a year, must be divided by 12 months to equal the 30-day income requirement
- Federal Black Lung Benefits
- Gambling proceeds and/or annual gross income should not exceed the annual 200% income eligibility
- "GoFundMe" Money received
- GA (General Assistance)
- Interest, dividends, or royalties
- IRA - Regular payments of an IRA (Individual Retirement Account) should be considered income just like a pension
- Legal settlements with regular payments (not lump sum)
- Lottery - A one-time lump sum payment of lottery winnings must be divided by 12 months to equal the 30-day income requirement

- Onetime lump-sum payments such as rebates/credits, winnings from lotteries (see above "Lottery"), refund deposits, etc.
- Online income received from selling items regularly on eBay, PayPal, Facebook or other sites for profit must be divided by 12 months to equal the 30-day income requirement
- Payments for mortgage or sales contracts (i.e. income received for contract-for-deed sales)
- Railroad Retirement Benefits
- Rental income - counted if the applicant rents property outside his/her own household or the applicant shares his/her home, i.e., one household unit with a boarder, lodger and/or renter who is NOT related: DO NOT COUNT RENTERS/BOARDERS WITHIN THE HOME AS HOUSEHOLD MEMBERS OR INCLUDE THEIR INCOME IN THE HOUSEHOLD'S INCOME
- Rideshare, vehicle, and/or transport services for hire (Uber, Lyft, Relay Rides, Sidecar, etc.) - calculate the 30-day income using customer logs, ledgers, and/or printouts from PayPal, etc. NOTE: If the expenses are claimed, a Self-Employed worksheet with documentation of expenses are required. An Income Affidavit will be accepted if expense deductions are not submitted by the customer.
- Self-Employment
- Sick pay
- Social Security income received for a spouse that resides in a nursing home/assisted living facility that is not paid directly and completely to the facility is countable income for the LIHEAP household
- Strike benefits
- Support of guardian and/or adopted child(ren) income received (adoption subsidies)
- Tips and gratuities; money received over and above payment due for a service
- Unemployment Insurance (state only)
- Wages
- Worker's Compensation (insurance payments made directly to the insured)

The following sources are not applicable forms of countable income to determine eligibility:

- Temporary Assistance for Needy Families (TANF) benefits *(countable in LIHEAP)*
- Supplemental Nutrition Assistance Program (SNAP)
- Women, Infants, and Children Supplemental Nutrition Program (WIC) benefits
- Covid 19 Economic Impact Payments (Stimulus Checks)

SECTION 2 – BENEFITS

Eligibility

2.1 Eligibility threshold

The eligibility threshold for LIHWAP will be **150% of the Federal Poverty Level or 60% of State Median Income. This is approximately 200% of the Federal Poverty Level.**

2.2 Renters and Water Assistance

Renters may qualify for LIHWAP benefits provided they can show proof that:

- the water and/or wastewater utilities are included in their rent.
- and the amount past due has led to disconnection status or imminent disconnection.

To qualify, the applicant must submit a bill that shows that they are in disconnect status, in danger of being disconnected, or their arrearage amount is $250 or greater for their water and wastewater bills combined.

The customer may use their lease or other proof, such as a statement from the landlord to verify the water and wastewater utilities are included in their rent. They may also use the **LIHWAP Utilities Included in Rent Verification Form.** This can be completed by the landlord and signed or may be verified at the Local Administering Agency by an Intake Worker.

2.3 Variables used to determine benefit levels

- Income
- Household Drinking Water Burden
- Household Wastewater Burden
- Other: Income determines the burden of a ratio of income cost of the water. Households will receive a benefit to reconnect and/or to reduce arrearage based on their drinking water and wastewater arrearage amounts, and their amount to reconnect, with late fees and reconnections fees associated.

2.4 Benefit Levels

- Minimum Benefit Amount to Reconnect - $0
- Minimum Benefit Amount to Reduce Arrearages without Disconnection or threat of Disconnection - $250
- Maximum Benefit - $1500

2.5 Reconnection Assistance

The goal is to restore services as soon as possible. While we are not mandating reconnection within 48 hours, we are strongly recommending it. For the customers who have service, but you are helping them with arrearages only, you can process within 30 days.

2.6 Reconnection Assistance for New Residents

Reconnection Assistance also covers households that are trying to get into a new residence but cannot get utilities in their name because of high outstanding/old balances. These are considered "crisis" applications. In these cases, we would mirror LIHEAP and we would assist these customers to get services with a water deposit and help them with their arrearages.

2.7 Benefit Period

The LIHWAP Benefit is a limited, ***one-time***, assistance program designed to help households that are facing the threat of imminent disconnection, have already been disconnected or have past due (arrearage) balances over $250 for their water and wastewater services combined. Customers may apply one time for water and one time for wastewater for the life of the program, which is December 1, 2021 – August 31, 2023.

LIHWAP Program does not allow credits; however, if the payment was made after the pledge, the credit balance or refund is between the customer and the vendor. A refund would not come back to the LAA because it would've been the customer's payment that created the credit, not the LIHWAP pledge/payment.

2.8 Priority Period

There is no priority period for LIHWAP, and the program will be available year-round. The only priority for LIHWAP will be for people with high water burdens, people facing imminent disconnection or those in disconnect status. A priority period would not help customers who have needs later in the year.

2.9 Prioritizing Water Assistance for the Vulnerable Population

While the Office of Community Assistance will make every effort to assist the most vulnerable population, our funding allows us the ability to assist all customers who are disconnected, in threat of disconnection and those households with arrearages at least $250 for water, wastewater or the combination of both.

2.10 Ability to Include the Disabled the Means to Submit Applications for Benefits

Application may be done by in-person, by proxy, via telephone, email, U.S mail or other secure delivery service.

2.11 Home Visits

Home visits are currently discouraged at this time due to COVID-19; however, the applicant may apply for LIHWAP without leaving their home by allowing someone to apply for them by proxy, fill out an application via telephone, or by contacting the agency for assistance in completing the application.

2.12 Moratoriums on Shut Offs

Currently the City of Chicago's moratorium is expected to continue indefinitely. There are no other locations in the state of Illinois that currently have a moratorium on shut offs.

SECTION 3 – OUTREACH

3.1 Methods Used to Make Customers Aware of LIHWAP Assistance

The methods the local agencies throughout may use the following to make customers aware of LIHWAP Assistance:

- Posters and flyers will be used in local and county social service offices, Social Security Office, VA Offices, etc.
- Articles and/or public service announcements will be placed in local newspapers or broadcast media announcements.
- Inserts in water vendor utility bills will be used to inform individuals of the availability of all types of LIHWAP assistance.
- Multi-lingual announcements will be used in languages spoken by low-income households within utility service area and/or notification in ethnic language news and broadcast media outlets.
- The Office of Community Assistance will Inform low-income applicants of the availability of all types of LIHWAP assistance at application intake for other low-income programs, such as LIHEAP and assessment in CSBG.
- The State office will encourage Local Administering Agencies and Community Action Agencies to use all types of outreach listed above, including working with the water vendors to advertise the assistance available to their customers and the use of the agencies social media (Facebook) to inform households of the availability of LIHWAP.

SECTION 4 – COORDINATION

4.1 Coordination with Other Programs Available to Low-Income Households

- The Local Administering Agencies (LAA's) will provide information at intake for LIHEAP, PIPP, IHWAP and CSBG.
- The Office of Community Assistance is working with other State agency programs such as SNAP and TANF to increase participation in LIHEAP, LIHWAP, IHWAP and CSBG.

4.2 Coordination with Relevant Regulatory Authorities that Govern Water Suppliers

The Illinois Commerce Commission oversees the provision of adequate, reliable, efficient, and safe services to Illinois citizens served by water and sewer public utility companies.

SECTION 5 – AGENCY DESIGNATION

5.1 LAA to Determine Eligibility

The Office of Community Assistance categorizes itself as a Commerce Agency and a Community Service Agency. The Local Administering Agency (LAA) will determine the client's eligibility and process the benefit payments to the water service providers. Eligibility for selecting Local Administering Agencies are determined when the agency submits a grant application and is approved.

5.2 Types of Local Administering Agencies (LAA's)

The State uses various types of local administering agencies, including, but not limited to

- Community Action Agencies
- Local Governments
- City Governments
- County Governments
- Other Non-Profit Agencies

SECTION 6 – PROGRAM, FISCAL MONITORING AND AUDIT

6.1 GATA Procedures

The Office of Community Assistance requires following GATA (Grant Accounting and Transparency Act) procedures. Grantee strategies for monitoring compliance with the Grantee's and Federal LIHWAP policies and procedures for Grantee employees will be through departmental oversight.

The Local Administering Agencies will be monitored periodically by:

- On-site evaluation
- Annual program review
- Monitoring through central database
- Desk Reviews
- Client File Testing/sampling

6.2 Monitoring Schedule and Protocol

Fiscal and programmatic monitoring will be accomplished by the end of the program year. Those agencies who have spent at least 50% of their allocation will be monitored. All others will be monitored subsequently.

6.3 Selection for Review

Each agency will be monitored through desk review or on-site, as required by HHS.

- Annual Site visits will be based on a combination of risk assessment scoring, spending amount and date of last visit.

- Desk Reviews will be conducted on an annual basis based on risk management and spending amount. Those not selected for on-site monitoring the first year will be selected for desk review.

6.4 PY2022 HHS NOGA Exhibits

Exhibit B. Deliverables or Milestones

Grantee shall perform the following tasks, including but not limited to:

1. Grantee must inform customer of benefit amount at time of intake. Grantee shall attempt to obtain a vendor agreement with each water and/or wastewater supplier. A water bill pledge must be completed for each customer payment.
2. On a quarterly basis, following the same schedule as CSBG, Grantee will upload the LIHWAP STARS Activity Report and a copy of the GRS screen 352 to the assigned quarter report tool in STARS.

Exhibit E. Performance Measures:

Grantee's performance for this Award will be measured based on the LIHWAP requirements, as applicable, that Grantor will review periodically during the Award Term, including, but not limited to the following:

1. The number of applications that have exceeded the 30-day timeframe to reach approved or denied for LIHWAP benefit status.
2. The number of LAA/CAA unpaid LIHWAP benefits that are more than 60 days from the service date.

SECTION 7 – FAIR HEARINGS

7.1 Fair, Independent, Hearing Procedures

The Department will follow a system developed for LIHEAP and IHWAP that provides an opportunity for a fair resolution process to households whose claims for assistance under LIHWAP are denied or are not acted upon with reasonable time. The resolution process includes three levels of review:

1. The Informal Conference conducted at the Local Administering Agency
2. The Review of the LAA decision at the State/Department's programmatic review level
3. The Formal Administrative Hearing through the Department's administrative hearing rules (56 Ill Admin Code 2605)

The LAA shall designate a hearing officer to conduct the informal conference. The informal conference is designed to understand the action taken or the reason for delay. At the end of the informal conference, the LAA will give the claimant a written statement describing the result of the conference and citing the policy reasons for the decision. A copy of the report must be filed in the applicant's name. In the event the claimant is not satisfied with the informal conference determination, the claimant may request a review at the Department's Formal Administrative Hearing Process.

7.2 When and How Applicants are informed of the rights the appeal

Applicants are informed at intake and receive a copy of their appeal rights. Posters are places in al intake sights as an additional form of notification of fair hearing rights.

SECTION 8 – PROGRAM INTEGRITY

8.1 Fraud Reporting Mechanisms

- On-line fraud reporting
- Report directly to the local administering agency/district office or Grantee Office
- Report to Inspector General or Attorney General
- Forms and procedures in place for local agencies/district offices and vendors to report fraud, waste, and abuse
- Report directly to the State LIHWAP Office:
    - Department of Commerce and Economic Opportunity
      Office of Community Assistance: Attn: Fraud Unit
      500 East Monroe
      Springfield, Il 62701

8.2 Identification Documentation Requirements

- Social Security Cards are requested at intake to be photocopied and retained for all household members. Cards are not necessary if there is proof of SSN on a previous LIHEAP app. This is for new LIHEAP customers only.
- Social Security Number (without actual card) is required for all household members.
- If an applicant does not have a Social Security Number (SSN) they must provide an Individual Taxpayer Identification Number (ITIN). ITIN (Individual Taxpayer Identification Number used for tax processing by the Internal Revenue Service)
- Metal Social Security cards are not acceptable; they are memorabilia and not government issue.
- A photocopy of the applicant's Drivers' License or Illinois State Identification Card is requested but not required at intake for the Head of Household (person submitting application).

8.3 Identification Verification

LIHWAP will use resources available to the State LIHEAP program, as needed, to verify identification documentation. The State office has an interagency agreement with the Illinois Department of Human Services (DHS) for investigative and eligibility verification. In addition, the State LIHEAP office has an interagency agreement with the Illinois Department of Employment Security to assist with income verification.

8.4 Citizenship/Legal Residency Verification

All applicants must provide a valid Social Security Number (SSN) or Individual Taxpayer Identification Number/ITIN for all persons in the household in addition to income documentation. A valid SSN is defined as a nine-digit number issued to U.S. citizens,

permanent residents, and qualified temporary residents by the Social Security Administration. An Individual Taxpayer Identification Number (ITIN) is a United States tax processing number issued by the Internal Revenue Service (IRS).

To receive federally funded LIHWAP benefits, each applicant must have ***at least one household member who is a U.S. Citizen***. Income of ***all household members*** – regardless of immigration status – must be documented, verified, and included in the calculation of the LIHWAP benefit amount. The income of any non-qualified alien must be placed in the "Other" field for the head of household on the combined LIHEAP/LIHWAP application.

8.5 Income Verification

Note: Income verification applies only to households that have **not been determined to be categorically eligible** based on enrollment in other programs. (see Section 2.5)
Methods used for Income Verification:

- Bank statements
- Pay Stubs
- Social Security Award Letters
- Unemployment Insurance Letters
- Zero-Income Statements

8.6 Protection of Privacy and Confidentiality

- There is policy in place prohibiting release of information without written consent.
- Grantee LIHWAP database includes privacy/confidentiality safeguards.
- Employee Training is provided for the Local Administering Agencies and the Grant management Staff.
- Physical files must be stored in a secure location. The Agency may keep them separate, with LIHEAP or with CSBG files. The agency may decide how they want to keep their files; however, the LAA will need to be able to upload or produce the complete file for monitoring purposes.
    - LIHWAP files must contain the following:
        - Thoroughly completed LIHEAP/IWAP/LIHWAP Application.
        - Proof of 30-day income for all applicable household members or Zero Income Affidavits & Supporting Documents.
        - Proof of Social Security numbers for all household members.
        - Most recent utility bill (s)
        - Proof that the household is disconnected or in danger of imminent disconnection.
        - Water/Wastewater Pledge.
        - Rent verification (when necessary).

8.7 Verifying Authenticity

- All vendors must supply a valid Federal Employer Identification Number (FEIN), SSN or

W-9 Form.

- Vendors are verified through water and wastewater bills provided by the household.

8.8 Benefits Policy – Water and Wastewater Utilities

- Applicants are required to submit proof of physical residency.
- Applicants must submit a current water or wastewater bill.
- Exchange with utilities that verify:
  - Account ownership
  - Balances
  - Payment history
- Payments should be coordinated among other water and wastewater assistance programs to avoid duplication of payments.
- Payments of water suppliers and invoices from water suppliers are reviewed for accuracy.
- Procedures are in place to require prompt refunds from the utilities in cases of account closure.
- Separation of duties between intake and payment approval.
- Vendor agreements specify requirements selected above and provide enforcement mechanism.

8.9 Investigations and Prosecutions

- Customers found to have committed fraud are banned from LIHWAP assistance for the remainder of the current program.
- Contracts with local agencies require that employees found to have committed fraud are reprimanded or terminated.
- The Grantee will attempt collection of improper payments.
- The Local Agency or Grantee may conduct investigation of fraud complaints from the public.
- Referrals are sent to the State Inspector General.
- Vendors found to have committed fraud may no longer participate in LIHWAP.
- Based on sufficient evidence of fraudulent activity, the Department may sanction LIHWAP customers, including staff, intake contractors, volunteers, and vendors.

SECTION 9 – VENDORS

9.1 Vendor Agreement

A critical part of the Low-Income Household Water Assistance Program is securing vendor agreements. This agreement sets guidelines that the vendor must follow.

The Vendor Agreement must:

- Clearly define all the details and roles of each party

- Set expectations for both parties
- Establish provisions for circumstantial changes
- Detail consequences if services are not fulfilled
- Fulfill federal requirement for consumer protection

We do not want households to be left unserved due to an unwilling vendor. If a water vendor does not participate, they will not receive the funding to lower the debt owed to them by eligible households. All efforts will be made to negotiate with vendor to resolve any issues.

9.2 Securing the Agreement

Secure two signed copies of every agreement – one for the agency file and one for the vendor file. Keep this agreement for monitoring purposes once an agreement has been signed:

1. Vendor name
2. Vendor address
3. Vendor telephone number and contact person
4. Vendor Federal Employer's Identification Number (FEIN)

The FEIN is always a nine-digit number (no letters). If the vendor does not have a FEIN, use the owner's Social Security number, which is also a nine-digit number.

9.3 Types of Agreements

There are two vendor agreements available for agencies to consider when securing a payment from the Water or Wastewater Utility.

1. The **Standard Vendor Agreement** – This is the first and best agreement to use with the both the Publicly Owned Water Vendors (managed by local or state government) and the Privately/Shareholder Owner Water Vendors) for-profit systems managed by investors or shareholders)
2. Simplified agreements may be the only thing possible with small utilities/vendors that do not want to sign the Standard Vendor Agreement. Local Agencies may use the **Water Bill Pledge** for participation in the Low-Income Household Water Assistance Program in those cases, or a form that the local administering agency uses for smaller vendors; however, the agency should always try to use the Standard Vendor Agreement, if possible.

9.4 Contents of the Vendor File

An important aspect of the Low-Income Water Assistance Program is the relationship between the agency (LAA) and various water and wastewater vendors in their area. The agency should secure a file on each Water or Wastewater Vendor. These agreements should include:

- the vendor name, address, telephone number and the Federal Employers Identification Number (FEIN)

- All Department vendor bulletins and memorandums relating to the energy program
- A copy of the Illinois Administrative Code 280 and 281, (Illinois Commerce Commission rules governing service) if applicable.
- Miscellaneous correspondence, including correspondence to and from the vendors and contact persons, etc.

YOUR RIGHTS

Under the **Low-Income Home Energy Assistance Program, Low Income Household Water Assistance Program** and the **Illinois Home Weatherization Assistance Program**

The Low-Income Home Energy Assistance Program (LIHEAP) is designed to help income eligible households meet the rising cost of home energy.

Eligibility and the assistance level depend on:

- the household's income and number of members;
- whether or not the household pays for its home energy costs directly or the home energy costs are included in the rent, and if rent exceeds 30% of income;
- the type of home energy fuel if the household pays directly; and
- the region in which the household is located.

Low-Income Household Water Assistance Program (LIHWAP) provides funds to assist low-income households with water and wastewater bills. Eligibility and the assistance level depend on:

- the household's income.
- whether or not the household is in crisis by being disconnected, imminent disconnection and being in arrearage of $250 or more.

The Illinois Home Weatherization Assistance Program (IHWAP) is designed to help income eligible households conserve fuel and save money by making their homes and apartments energy efficient.

Eligibility for the Weatherization Program depends on:

- the household's income and number of members; and
- whether or not the household can show proof of home ownership, or the landlord complies with the program requirements.

Appeal Rights

You have the right of appeal to any of the programs if:

- your application was not processed in a timely fashion (approximately 30 days after you submit all your information to the agency).
- you disagree with the outcome of your application.
- or you believe the payment or benefit received is incorrect.

Appeal Process

The first step in the appeal process is an informal conference at a local agency. You may request an informal conference by contacting your:

During this hearing you have the right to:

- be represented or bring to the conference a representative of your choice.
- present oral and written statements and other evidence.
- cross-examine witnesses; and/or
- bring an interpreter, if needed.

The informal conference will be held by a designated hearing officer at the Local Administering Agency. The purpose of the informal conference is to ensure that the applicant understands the outcome of the application and/or the reason for a delay. The applicant must request a conference within 30 days of receipt of a notice of a decision on the applicant's application or within 60 days if notification has not been received.

If you have completed the informal conference and still are not satisfied with the decision, you may request a state review. The Local Administering Agency will advise you on how to request a state review, the second step in the process.

The state office will review your case and advise both you and the local agency of the decision.

If you are still unsatisfied after the state review, you may request a formal hearing by a state appeals officer. This testimony will be recorded, and a written decisionwill be based on the record.

These are **Your Rights.** If you do not understand them,please contact your Local Administering Agency.

To report suspected Energy Assistance fraud or abuse:DCEO Office of Community Assistance, Attn: Fraud Unit, 500 E. Monroe St., Springfield, IL 62701

Illinois Department of Commerce & Economic Opportunity
OFFICE OF COMMUNITY ASSISTANCE

Low Income Home Water Assistance Program



The program:

- We plan to start taking applications November 15th.
- The program will be available until August 31, 2023 or until funds are exhausted.
- The State is working to create a state funded program to continue the program beyond that date.

Who is eligible:

- Homeowners with a bill in their name.
- Tenants who either have a bill in their name or can show through a lease or other document that they are responsible for paying the bill.
- Those below 150% of poverty
- Those in disconnected status or at imminent risk of disconnection or with a bill over $250.
- A credit is not an eligible cost. Maximum benefit is $1500 for water and wastewater combined.
- Applicants are only eligible for the benefit one time.

How it will work:

- Applicants will apply through the LIHEAP (utility assistance program) system by completing a LIHEAP application and identifying that they need assistance with water.
- Applicants must be disconnected or at imminent risk of disconnect to be eligible.
- The way the State has designed the system, it is a two part application. Once the LIHEAP application is completed it is given to the staff assigned to the LIHWAP program who then completes the actual water part of the application.

How it will work:

- Once that application is completed the staff will reach out to the water/waste water company for verification of status and amount owed.
- A pledge is then emailed to the water/waste water company for reconnection/prevention of disconnection.
- We will make every attempt to process disconnected/imminent disconnects in 48 hours. Those with a past due amount not at risk of disconnection will be processed within 30 days.

Vendor agreement

- There is a vendor agreement we are asking everyone to sign. It will be emailed after this meeting. It is a standard agreement identifying roles and responsibilities.
- If the vendor chooses not to sign the agreement we can use a water bill pledge, each time but they will slow the process down a little.
- We will also need a W-9 for each vendor.
- Each vendor will need to provide contact information for both pledge processing as well as payment processing. All this information and the necessary forms will be emailed to the people on this call.

Question?

- Contacts:
- Jennifer.jaeger@rockfordil.gov
- Christopher.greenwood@rockfordil.gov
- Martha.Strawser@rockfordil.gov
- Specific emails for staff who wil contact vendors will be in the follow up email.

Water Bill Pledge for the Low Income Household Water Assistance Program

TO: **Vendor Name:** _____

Vendor Address: _____

Vendor Phone Contact Person: _____

Vendor Contact Person: _____

Vendor FEIN: _____

FROM: **Agency Name:** _____

Agency Address: _____

Agency Phone: _____

Agency Contact Person: _____

RE: **WATER BILL PLEDGE**

Customer Name: _____

Customer Address: _____

Customer Account Number: _____

Pledge Amount: _____

Water Utility Status:

- ❑ Disconnected Service
- ❑ Imminent Disconnection
- ❑ Household with Past Due Arrearages Over $250

Water Utility Assistance:

- ❑ Water Only
- ❑ Wastewater Only
- ❑ Both Water and Wastewater

The above-named customer has applied for assistance to restore their water service or avoid disconnection. Please restore all disconnected services as soon as possible. Customers who have service but owe arrearages should be processed within the amount of time required to stop disconnection and avoid further late fees. This household has been approved for a payment of $ _____ and will be sent within the next_____ business days.

Date: _____

RESOLUTION NO. 2021-62

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE A VENDOR AGREEMENT WITH THE CITY OF ROCKFORD, ILLINOIS, FOR PARTICIPATION IN THE LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM ("LIHWAP")

WHEREAS, the Village of Poplar Grove ("Village") wishes to assist its residents who have had, or are in danger of having, their water and/or sewer services shut off due to an inability to pay for those services; and

WHEREAS, the Village wishes to enter into a Vendor Agreement with the City of Rockford, Illinois, for the distribution of federal grant assistance funds under the Low Income Household Water Assistance Program ("LIHWAP"); and

WHEREAS, the Village wishes to authorize the Village President to execute the Vendor Agreement for participation in LIHWAP in a form substantially similar to the Agreement which is attached to this resolution as Exhibit A.

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

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

2. The Village hereby authorizes the Village President to sign the Vendor Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein by reference and any other documentation required for the implementation of participation in the Low Income Household Water Assistance Program.

3. The Village Clerk is hereby authorized to attest to the same.

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

RESOLUTION 2021-63

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS RESOLVING TO ACCEPT A CHANGE ORDER TO THE CONTRACT WITH MAJESTIC ASPHALT FOR REPAIRS TO ASPHALT WALKING PATH AT LIONS PARK

WHEREAS, on October 20, 2021, the Village of Poplar Grove, Illinois ("Village") adopted Resolution 21-50, authorizing the Village President to execute a contract with Majestic Asphalt for the repair and replacement of the walking path at Lions Park; and

WHEREAS, Majestic Asphalt commenced work on the repair and replacement of the walking path at Lions Park; and

WHEREAS, subsequent to the commencement of work, Majestic Asphalt discovered conditions that were unforeseen at the time the contract was entered into by the parties; and

WHEREAS, additional work that was not known as the time of contract is required to be performed by Majestic Asphalt to complete the repair and replacement of the walking path at Lions Park; 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 accept the additional work to protect the health, safety and welfare of its citizens utilizing the walking path at Lions Park.

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

1. The above recitals are incorporated herein and made a part hereof.
2. The Village hereby accepts the change order of Majestic Asphalt, in the amount of $21,000.00 for the purchase and installation of additional base stone to support the new asphalt walking path being installed by Majestic Asphalt as set forth in Exhibit A attached hereto.
3. All provisions and terms of the contract executed on October 21, 2021 in accordance with Resolution 21-50 shall remain in full force and effect.
4. The Village President is hereby authorized to execute a change order with Majestic Asphalt for the purchase and installation of additional base stone and is authorized further to execute any document necessary to effectuate the intent set forth in this resolution.

Adopted this _____ day of November, 2021

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF NOVEMBER, 2021

AS FOLLOWS:

VOTING “AYE”: _____

_____

VOTING “NAY”: _____

_____

ABSENT, ABSTAIN, OTHER _____

_____

APPROVED: November ____, 2021

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

MAJESTIC ASPHALT

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

Change Order

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

1. Will excavate existing soils and ag lime approx. 5' x 2,075' to accommodate 8" new base stone, will properly dispose of soils & ag lime.
2. Will install approx. 525 ton CA6 base stone to excavated area.
3. Will grade base stone for proper drainage.
4. Will compact base stone with vibratory roller.
5. 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: $21,000.00

Half down, paid in full upon completion

Respectfully Submitted Lau Stott

ACCEPTANCE OF PROPOSAL

Signature_____