


Village of Gilberts

Village Hall
87 Galligan Road, Gilberts, IL 60136
Ph. 847-428-2861 Fax: 847-428-2955
www.villageofgilberts.com

Village Administrator Memorandum 04-15

TO: President Rick Zirk
Board of Trustees

FROM: Ray Keller, Village Administrator 

DATE: January 9, 2015

RE: Village Board Committee of the Whole Meeting – January 13, 2015

The following summary discusses the agenda items for the Committee of the Whole meeting scheduled for January 13, 2015:

1. CALL TO ORDER

2. ROLL CALL / ESTABLISH QUORUM

3. EMPLOYEE INTRODUCTIONS

A. Full-Time Police Officer

Chief of Police Lou Rossi will re-introduce Officer Jason Hernandez, who the Board of Police Commissioners appointed to a full-time position with the department.

B. Public Works Crew Leader

Chief Building Inspector/Public Works Coordinator John Swedberg will introduce Mr. Gerald Baresel as the new Public Works Crew Leader.

C. Water/Wastewater Intern

Utilities Superintendent John Castillo will introduce Mr. Colin Clark as the new water/wastewater intern.

4. PRESENTATIONS

A. YMCA Program Update

Ms. Jennifer Alberts of the Golden Corridor YMCA (formerly Prairie Valley YMCA and Elgin YMCA) will review last year's participation and preview this year's YMCA programs.

B. Bernardi Securities – SSA #9 bond reissue

Mr. Bob Vail from Bernardi Securities will discuss the potential benefits of reissuing the bonds for Special Service Area #9 (Timber Trails/Timber Glen) to take advantage of favorable bonding conditions and reduce homeowners' tax bills.

Public Works Facility
Finance & Building Departments
73 Industrial Drive, Gilberts, IL 60136
Ph. 847-428-4167 Fax: 847-551-3382

Police Department
86 Railroad St., Gilberts, IL 60136
Ph. 847-428-2954 Fax 847-428-4232

5. ITEMS FOR DISCUSSION

A. Minutes from the January 6, 2015 Village Board Meeting

Please review the enclosed minutes from the Village Board meeting on January 6. Staff recommend approval. Unless directed otherwise, this item will be added to the Consent Agenda for the January 20 meeting.

B. December 2014 Treasurer's Report

Finance Director Marlene Blocker has prepared the Treasurer's report for December 2014, which is enclosed for your review. Please contact me or Finance Director Blocker prior to the meeting if you have any questions or need more detailed information. Staff recommend approval. Unless otherwise directed, this item will be added to the Consent Agenda for the January 20 meeting.

C. Resolution 02-2015, a Resolution approving a Master Engineering Services Agreement with Baxter & Woodman

Baxter & Woodman has proposed an updated master services agreement with the Village to more closely reflect their current roles, responsibilities and practices. The agreement was updated to clarify that Baxter & Woodman would prepare project proposals at no cost to the Village and all invoices for work in a given fiscal year are to be submitted by May 15. Baxter & Woodman acknowledges that they are subject to FOIA and will produce any documents needed to satisfy a FOIA request. The agreement also removes an outdated reference to the practice of charging a higher rate for work on development projects.

Staff recommend approval of the updated master services agreement. Please contact me if you have any questions or need supplemental information. Unless otherwise directed, this item will be added to the Consent Agenda for the January 20 meeting.

D. Resolution 03-2015, a Resolution providing for and requiring the submission of a proposition for issuing an amount not to exceed \$5,000,000.00 general obligation bonds to the voters of the Village of Gilberts at the general election to be held on April 7, 2015

Staff continue to explore options for developing a fiber-based network throughout the Village, which is plagued by fragmented phone, data and video service delivery. iFiber LLC, led by Mr. Troy Mertz, has made an initial major investment in a backbone fiber network to serve the Conservancy development. Staff have had ongoing conversations about how to capitalize on the installation of the backbone and the potential to extend fiber-backed services to the entire Village.

In the absence of a single service provider willing to invest in Village-wide network, the Village may need to stimulate its development directly. One avenue to extend a Village-wide fiber network is to bond for its deployment, which would require the approval of a referendum question to issue General Obligation bonds. If the Board is interested in this option, the Board would need to approve a resolution articulating the referendum question to be added to the April 7 ballot. A draft version of a referendum resolution is provided for the Board's consideration. Due to the state's election schedule, the Board would need to adopt the resolution by no later than the January 20 board meeting.

At the Committee of the Whole meeting, Staff will explore the costs, structure, issues and benefits of directly funding the installation of a fiber network. With consultant assistance, Staff have estimated that approximately \$5,000,000 will be needed to extend the network to every address within the Village. The Village would lease capacity on the fiber network to providers, including iFiber, expanding the service options available to Village businesses and residents. With this model, the Village would own the fiber but would not be a content provider; management of the network, maintenance and billing would be responsibility of the content providers.

Due to favorable market conditions, a \$5,000,000 GO bond financed over 20 years would correspond to an average annual property tax increase of \$150-\$170 (just under 2% of current residential tax bills). Revenue from service providers would eventually be used to pay down the GO bonds faster and fund future network costs (e.g. software and hardware upgrades, ongoing maintenance, etc.). Staff will provide a more detailed analysis of how the bond would affect property tax bills at the meeting.

If you have any advance questions, please contact me or Assistant Administrator Bill Beith. If so directed by the Board, Staff will finalize the draft resolution for possible action at the January 20 meeting.

E. Conservancy entry signage

Conservancy LLC has contracted with Phoenix & Associates to install permanent entrance signs at the entrance into Conservancy Pod 4 at Freeman Road and Blue Aster Parkway. The annexation agreement requires the Village Board's approval of the entry signage, which is to comply with the sign regulations in effect when approval is requested.

Manhard's design sketches show two stone entrance signs that measure 47.25 square feet each, to be located on the east and west sides of Blue Aster Parkway. The Village's current sign regulations allow up to two entrance signs, each of which must be less than 50 square feet in area and less than 100 square feet combined, for each street entrance into a development. Staff recommend approval of these signs, as they comply with the Village's regulations for permanent residential developments signs. Prior to permit approval, Staff will verify that the signs will be located outside the sight-distance triangles and will not obstruct views of traffic on Freeman Road.

The exhibit also includes a proposed "monument sign" to be located at the southeast corner of Pod 4, angled to face Freeman Road at the edge of the retention pond. This extra sign was not included in the annexation agreement or PUD ordinance, nor is it granted by the sign regulations in the UDO. To accommodate this request, the Village Board would need to approve a sign variance. In light of the previously-approved sign package that was approved for Pod 4, Staff would recommend against granting this extra monument sign. Staff advise that a similar monument sign may be appropriate for the southeast corner of Galligan and Freeman Roads when Pod 5 is developed and the temporary development signage is removed.

Unless directed otherwise, Staff will add the approval of the Blue Aster entry signs to the Consent Agenda for the January 20 board meeting. If the Board is receptive to granting the sign variance to allow the additional monument sign, Staff will draft an ordinance for

the Board's consideration at the January 20 meeting. Please contact me or Chief Building Inspector John Swedberg with any questions or requests for supplemental information.

6. STAFF REPORTS

Staff will provide updates on current activities at the meeting.

7. BOARD OF TRUSTEES REPORTS

8. PRESIDENT'S REPORT

9. EXECUTIVE SESSION

Staff request an executive session to discuss ongoing litigation.

8. ADJOURNMENT

VILLAGE OF GILBERTS
Committee of the Whole
MEETING AGENDA
87 GALLIGAN ROAD,
GILBERTS, ILLINOIS 60136
January 13, 2015
AGENDA
7:00 P.M.

ORDER OF BUSINESS

1. CALL TO ORDER / PLEDGE OF ALLEGIANCE

2. ROLL CALL / ESTABLISH QUORUM

3. EMPLOYEE INTRODUCTIONS

- A. Full-Time Police Officer
- B. Public Works Crew Leader
- C. Water/Wastewater Intern

4. PRESENTATIONS

- A. YMCA-Program Update
- B. Bernardi Securities – Refunding SSA #9 bond issue

5. ITEMS FOR DISCUSSION

- A. Minutes from the January 6, 2015 Village Board Meeting
- B. December 2014 Treasurer's Report
- C. Resolution 02-2015, a Resolution approving a Master Engineering Services Agreement with Baxter & Woodman
- D. Resolution 03-2015, a Resolution providing for and requiring the submission of a proposition for issuing an amount not to exceed \$5,000,000.00 general obligation bonds to the voters of the Village of Gilberts at the general election to be held on April 7, 2015
- E. Conservancy entry signage approval

6. STAFF REPORTS

7. BOARD OF TRUSTEES REPORTS

8. PRESIDENT'S REPORT

9. PUBLIC COMMENT

10. EXECUTIVE SESSION

A portion of the meeting will be closed to the Public, effective immediately as Permitted by 5 ILCS 120/2(c) (1) to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the Village, and as permitted by 5 ILCS 120/2 (c) (11) to discuss litigation against, affecting, or on behalf of the Village which has been filed and is pending in a court or administrative tribunal of which is imminent and as permitted by 5 ILCS 120/2(c) (21) to review and approve closed session minutes and as permitted by 5 ILCS 120/2 (c) 2 Collective negotiating matters.

11. ADJOURNMENT

"The Village of Gilberts complies with the Americans with Disabilities Act (ADA). For accessibility assistance, please contact the Village Clerk at the Village Hall, telephone number 847/428-2861."

Village of Gilberts
87 Galligan Road
Gilberts, Illinois 60136
Village Board
Meeting Minutes
January 6, 2015

Call to Order/Pledge of Allegiance

President Zirk called the meeting to order at 7:00 p.m. He proceeded to lead those present in the Pledge of Allegiance.

Roll Call/Establish Quorum

Village Clerk Meadows called the roll: Roll call: Members present: Trustee Corbett, Mierisch, Farrell, Hacker and President Zirk. 2-absent: Trustees LeClerc and Zambetti. Others present: Administrator Keller, Assistant Administrator Beith, and Village Clerk Meadows. For members of the audience please see the attached copy of the sign-in sheet.

Public Comment

President Zirk inquired if anyone in the audience had any questions or concerns they would like to discuss with the Village Board Members. There was no response from any member of the audience.

Consent Agenda

- A. A Motion to approve Minutes from the December 16, 2014 Village Board Meeting
- B. A Motion to approve Bills and Salaries in the amounts as follows: General Fund \$541,273.98, Permit Pass Thrus \$3,017.21, Performance Bonds and Escrows \$58.00, Water fund \$61,057.68 and Payroll \$78,255.18.

President Zirk asked the Board Members if there were any items they wished to remove from the consent agenda. There was no response from any of the Board Members. President Zirk stated that he would entertain a motion to approve the consent agenda items A-B as presented. **A Motion was made by Trustee Farrell and seconded by Trustee Corbett to approve the Consent Agenda items A-B as presented.** Roll call: Vote: 4-ayes: Trustees Corbett, Mierisch, Farrell and Hacker. 0-nays, 0-abstained. Motion carried.

Items for Approval

A Motion to approve Ordinance 01-2015, an Ordinance abating special service area taxes and approving the levy year 2014 special tax roll for special service area number twenty-four.

Administrator Keller reported that this Ordinance is a basic housekeeping motion. The Ordinance abates the taxes paid by Ryan Homes on the two lots in which their model homes are being constructed. In addition, the Ordinance sets the levy to be collected in 2015.

President Zirk stated at this time he would entertain a motion to approve Ordinance 01-2015. **A Motion was made by Trustee Farrell and seconded by Trustee Corbett to approve Ordinance 01-2015, an Ordinance abating special service area taxes and approving the levy year 2014 special tax roll for special service area number twenty-four.** Roll call: Vote: 4-ayes: Trustees Mierisch, Farrell, Hacker and Corbett. 0-nays, 0-abstained. Motion carried.

A Motion to approve Ordinance 02-2015, an Ordinance amending the plumbing regulations of the Village of Gilberts Village Code.

Administrator Keller reported that the Illinois Department of Health (IDPH) adopted the 2014 Plumbing Code, which replaces the 2004 Plumbing Code on which the Village had based its plumbing regulations. The village was advised that since the 2004 Code is no longer valid, the Village's local code amendments are also no longer valid. Administrator Keller noted that pursuant to the IDPH's procedures, local plumbing ordinances need to be submitted for IDPH approval before they can be implemented.

Administrator Keller commented on the fact that the Village's local amendments include prohibiting the use of CPVC and similar pipes for water service. However, the 2014 Plumbing Code allows the use of CPVC pipe. Administrator Keller reported Ryan Homes is familiar with the 2014 Plumbing Code and would prefer to construct their single family houses' water services with CPVC pipe. President Zirk expressed his concern with Ryan Homes' desire to use CPVC pipe when they had full knowledge of the Village's local plumbing code ordinances which require copper water service piping. He noted that the Board had recently accommodated their request for several deviations from the sign code and he would hope both parties could continue to work well together. President Zirk recommends placing a moratorium on building permits if Ryan Homes submit plans which include the use of CPVC pipe.

Trustee Hacker inquired on how the Village handles older homes that have galvanized steel pipes. Administrator Keller noted that those homes are grandfathered in, until the homeowner applies for a permit to remodel or renovate their homes. At that time depending on the extent of remodeling or renovations the homeowner may be required to comply with the current code.

Trustee Corbett inquired on the date that the IDPH adopted the 2014 code. Administrator Keller reported the IML and staff were made aware of the adoption of the 2014 code in November.

A lengthy discussion ensued with respect to Ryan Homes taking advantage of the gap in the process. The Board Members concurred with President Zirk's recommendation to place a moratorium on building permits until the local ordinances are implemented. Administrator Keller will contact Ryan Homes and inform them of the Board's decision.

There being no further discussion on the motion, **a Motion was made by Trustee Farrell and seconded by Trustee Corbett to approve Ordinance 02-2015, an Ordinance amending the plumbing regulations of the Village of Gilberts Village Code.** Roll call: Vote: 4-yes: Trustees Farrell, Hacker, Corbett, and Mierisch. 0-nays, 0-abstained. Motion carried.

A Motion to approve Ordinance 03-2015, an Ordinance authorizing the disposal of personal property owned by the Village of Gilberts.

Administrator Keller reported that this Ordinance authorizes the disposal of squad car G-4 a 2009 Chevy Impala with 117,312 miles. This vehicle was replaced by the squad car purchased this year. Chief Rossi would like to auction off the vehicle. Trustee Hacker inquired if the water or public works departments need an additional vehicle. Administrator Keller replied no, currently both departments have a sufficient fleet. Trustee Corbett inquired on the use of the proceeds from the sale of the vehicle. Administrator Keller replied that the proceeds will assist in funding the cost of equipping the new squad car.

President Zirk stated that he would entertain a motion to approve Ordinance 03-2015. **A Motion was made by Trustee Farrell and seconded by Trustee Corbett to approve Ordinance 03-2015, an Ordinance authorizing the disposal of personal property owned by the Village of Gilberts.** Roll call: Vote: 4-yes: Trustees Hacker, Corbett, Mierisch, and Farrell. 0-nays, 0-abstained. Motion carried.

A Motion to approve Resolution 01-2015, a Resolution awarding a contract for the Raymond Street tank painting project to L&T Painting Inc.

Administrator Keller reported that Dixon Engineering was previously retained to conduct the RFP process and evaluate proposals to repaint the 750,000 gallon water tank on Raymond Street. Dixon recommends awarding the contract to L&T Painting Inc. of Shelby, MI at the lowest bid of \$134,000.00. L&T Painting Inc. has scheduled the work to begin sometime in March 2015. Trustee Hacker questioned if there was a certain temperature requirement when this type of work should be completed. Administrator Keller replied he was uncertain of the scope of work requirements. He will check with staff and report back.

There being no further discussion on Resolution 01-2015, a Motion was made by Trustee Farrell and seconded by Trustee Corbett to approve Resolution 01-2015, a Resolution awarding a contract for the Raymond Street tank painting project to L&T Painting Inc. Roll call: Vote: 4-ayes: Trustees Corbett, Mierisch, Farrell and Hacker. 0-nays,0-abstained. Motion carried.

Items for Discussion

There were no items listed under "Items for Discussion".

Staff Reports

Administrator Keller reported that due to the prediction of extreme arctic temperatures tomorrow District 300 had closed all the district schools.

Administrator Keller reported that staff had contacted Kane County Department of Transportation to inform them of the poor condition of Tyrrell Road Bridge. Public Works will continue to monitor the bridge conditions and apply additional salt as necessary.

Board of Trustees Reports

There were no reports provided by any of the Board of Trustee members.

President's Report

President Zirk commented on the ballot for the 2015 Consolidated Election. He noted that the race is uncontested. He asked the Board Members if they would be in favor of sharing the Board Packet information with soon to be newly elected Trustee Elissa Kojzarek. The Board Members concurred with President Zirk's recommendation. Staff will begin emailing Ms. Kojzarek the Board packet.

Adjournment

There being no further public business to discuss, a Motion was made by Trustee Farrell and seconded by Trustee Corbett to adjourn from the public meeting at 7:36 p.m. Roll call: Vote: 4-ayes by unanimous voice vote. 0-nays, 0-abstained. Motion carried.

Respectfully submitted,

Debra Meadows

Village of Gilberts

87 Galligan Road

Gilberts, Illinois 60136

Village Board Meeting

January 6, 2015

7:00 p.m.

Sign-in-Sheet

Name

Contact Information (Optional)

Tom Wajda

485 Kildare

Fund Summary

	Balance as of 12/31/14	Restricted / Designated Funds	Unrestricted / Undesignated Funds
Unrestricted - General Fund			791,216.75
Restricted - Total		5,684,441.54	
Committed- Designated Reserves		724,880.45	
- 2.6 Months Expenses	724,880.45		
Committed - Road Improvement		840,346.67	
- FY-07 and Prior	707,838.00		
- FY-08 Transfer (School Road)	(120,000.00)		
- FY-08	76,235.76		
- FY-09	75,968.38		
- FY-09 Transfer (Additional Salt & Snow Removal)	(78,469.37)		
- FY-09/FY10 Hennessy Bridge Work	(350,000.00)		
- FY-10	79,129.42		
- FY-11 (Road Study)	(10,000.00)		
- FY-11	77,944.57		
- FY-12	12,861.90		
- FY-13	8,493.36		
- FY-14	16,525.72		
- FY-14 Hennessy Bridge Grant	350,000.00		
- FY-14 Extra MFT Funds	15,731.35		
- FY-14 Kreutzer Road Repair	(15,000.00)		
- FY-15 Mason Road Engineering	(8,885.39)		
- FY-15 old Town Engineering	(6,840.88)		
- FY-15	8,813.85		
Committed- Infrastructure Fund		365,494.15	
- FY-12 (Transfer -Garbage)	108,047.92		
- FY-13 (Transfer -Garbage)	133,104.58		
- FY-14 (Transfer -Garbage)	124,341.65		
Committed - Road Bond Repayment		83,013.57	
- FY-13 (1% Sales Tax)	159,422.43		
- FY-14 May Interest Payment	(27,062.50)		
- FY-14 (1% Sales Tax)	172,392.69		
- FY-14 December Principal & Interest Payment	(119,172.50)		
- FY-15 (1% Sales Tax)	128,058.45		
- FY-15 May Interest Payment	(25,312.50)		
- FY-15 December Principal & Interest Payment	(205,312.50)		
Restricted - Road Improvement MFT		651,270.56	
- Balance - Illinois Funds	520,921.34		
- Balance - Union Bank Money Market	130,349.22		
Committed - Capital Improvement		174,852.74	
- FY-05	81,596.76		
- FY-06	45,000.00		
- FY-08 Transfer (Wing Mower)	(41,751.00)		
- FY-11 PW Truck Sale	31,000.00		
- FY-12 (Transfer - Garbage)	34,623.00		
- FY-13 (Salvage Receipts)	547.80		
- FY-13 (Transfer -Garbage)	25,349.02		
- FY-14 (Salvage Receipts)	419.68		
- FY-14 (New Squad Purchase)	(28,500.00)		
- FY-14 (Transfer -Garbage)	26,567.48		
Committed - New Development Fees		238,893.43	
- FY-06 Municipal Impact Fee	261,250.00		
- FY-07 Municipal Impact Fee	382,250.00		
- FY-08 Municipal Impact Fee	286,000.00		
- FY-08/FY-09 Transfer (Salt Bin)	(185,701.50)		
- FY-09 Municipal Impact Fee	82,500.00		
- FY-07/08 Municipal Transistion Fee	8,000.00		
- FY-07/08 Municipal Police/SafetyTransistion Fee	2,000.00		
- FY-09 Transfers Out	(127,256.51)		
- FY-10 Reimburse PGAV TIF Study from TIF	18,788.40		
- FY-10 Town Center Park Parking Lot	(201,112.76)		
- FY-10 Municipal Impact Fee	104,500.00		
- FY-11 Municipal Impact Fee	151,250.00		
- FY-11 Transfers (Road Study)	(13,000.00)		
- FY-12 Municipal Impact Fee	146,750.00		
- FY-13 Municipal Impact Fee	76,400.00		
- FY-14 Transfer Out-Partial Electric	(3,329.08)		
- FY-14 Transfer out-Partial Signs	(10,552.34)		
- FY-14 Transfer Out-Partial Electric	(68,665.00)		
- FY-14 Municipal Impact Fee	59,200.00		
- FY-15 Municipal Park Impact Fee-Shinning Moon	4,909.46		
- FY-15 Municipal Impact Fee-Town Center	11,198.19		
- FY-15 Municipal Utility Impact Fee-Conservancy	1,000.00		
- FY-15 Municipal Park Impact Fee-Conservancy	5,656.00		
- FY-15 Municipal Impact Fee-Conservancy	5,500.00		
- FY-15 Town Center Park Expenses	(758,641.43)		

Committed - Tree Replacement/Beautification		9,126.99	
- FY-09 Recycling Revenue	2,500.00		
- FY-10 Recycling Revenue	5,000.00		
- FY-10 Tree Replacements	(590.00)		
- FY-12 Recycling Revenue	10,026.40		
- FY-12 Tree Program	(727.50)		
- FY-13 Recycling Revenue	5,000.00		
- FY-14 Sidewalk Replacement	(660.00)		
- FY-14 Tree Program	(4,478.71)		
- FY-14 Recycling Revenue	2,500.00		
- FY-15 Sidewalk Progra,	(500.00)		
- FY-15 Tree Program	(17,263.91)		
- FY-15 AT&T	8,000.00		
- FY-15 Recycling Revenue	320.71		
Committed - EDUI Funds		23,817.02	
- FY-12 Balance	3,918.55		
- FY-13 Balance	13,710.91		
- FY-14 Balance	6,187.56		
Restricted - Drug Forfeiture		9,382.60	
- Balance	9,382.60		
Committed - Enterprise Fund (Water / Wastewater)		2,152,518.32	
- Balance	2,152,518.32		
Committed - Pass Thru/Escrows		410,845.04	
- Balance	410,845.04		
Total		5,684,441.54	791,216.75
			6,475,658.29

General Fund Revenue Receivable			77,054.83
- State Income Tax Payments Delayed	77,054.83		

Total Unrestricted Funds Including Receivables			868,271.58
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Additional Information

Pass Thru - Balance of Escrow		410,845.04
- TIF #1	40,047.38	
- TIF #2	12,736.69	
- Performance Bonds / Escrows	278,203.78	
- Building Permit-Town Center/Conservancy	12,993.37	
- Impact Fees - Library	50,463.82	
- Impact Fees - School		
- Impact Fees - Fire District		
- Transision Fees - Fire	2,000.00	
- Transision Fees - Library	400.00	
- Transision Fees - School	14,000.00	

SSA #20 Loan from Water Department		574,724.39
- FY-08 Advances	341,194.63	
- FY-09 Advances	233,529.76	
Total Due Water/Sewer Fund		574,724.39

TREASURER'S STATEMENT AS OF December 31, 2014

	MONTH	YEAR TO DATE		YEAR TO DATE
Beginning Bank Balance:			<u>6,476,756.30</u>	<u>6,892,430.00</u>
Credits:				
General Fund:	249,856.38	3,719,100.90		
Water Fund:	182,557.15	1,320,248.63		
Motor Fuel Tax (MFT):	15,188.56	189,136.45		
Performance Bonds/Escrow:	25,461.00	241,787.78		
TIF #1	17.02	9,083.87		
TIF #2	2.70	12,736.69		
Drug Forfeiture:	564.06	3,324.42		
Total Credits All Funds:	<u>473,646.87</u>	<u>5,495,418.74</u>	<u>473,646.87</u>	<u>5,495,418.74</u>
Expenses:				
General Fund:	266,776.60	4,159,643.55		
Water Fund:	161,889.87	1,547,546.35		
Motor Fuel Tax (MFT):	-	-		
Performance Bond/Escrow:	45,748.41	203,498.05		
TIF #1	330.00	1,502.50		
TIF #2	-	-		
Drug Forfeiture:	-	-		
Total Debits All Funds:	<u>474,744.88</u>	<u>5,912,190.45</u>	<u>474,744.88</u>	<u>5,912,190.45</u>
Ending Bank Balance:				
General Fund:	3,251,641.77			
Water Fund:	2,152,518.32			
Motor Fuel Tax (MFT):	651,270.56			
Performance Bond/Escrow:	358,060.97			
TIF #1	40,047.38			
TIF #2	12,736.69			
Drug Forfeiture:	9,382.60			
Total Debits All Funds:	<u>6,475,658.29</u>		<u>6,475,658.29</u>	<u>6,475,658.29</u>

TREASURER'S SIGNATURE: Michael Becker

DATE: January 2, 2015

Village of Gilberts
MONTH CLOSED: DECEMBER, 2014

GENERAL FUND MONEY MARKET
01-00-105

Beginning Book Balance:	146,668.77	Previous YTD Credits:	3,469,244.52
			126,277.33
Deposits (Total):	59,026.27	Current Credits:	123,579.05
Interest Income:		Current YTD Credits:	3,719,100.90
(01-00-341) Money Market:	93.56		
(01-00-341) Checking:	2.43	Previous YTD Debits:	3,892,866.95
(01-00-342) Performance Bond:	18.40		
(01-00-339)SSA #24 Bond Interest	1,065.00	Current Debits:	266,776.60
Miscellaneous Income:		Current YTD Debits:	4,159,643.55
Transfer From Illinois Funds	150,000.00		
Transfer from W/F	110.00		
Transfer of Garbage Revenue	63,263.39		
CD Interest			
Subtotal:	420,247.82	McHenry Balance	939,669.36
		G/F MM Balance:	153,471.22
Checks Written (Total):	266,776.60	IL Funds Balance:	1,164,361.31
NSF Check		Barrington Bank CD's:	993,139.88
Transfer to P/B (Agency)		G/F CKG Balance:	1,000.00
		Total balance:	3,251,641.77
Ending Check Book Balance:	153,471.22		
Deposits in Transit:	110.00		
Outstanding Checks:			
Balance per Bank Statement:	153,361.22		

Expenditures/Transfers:

Date:	For:	
12/2/2014	Accounts Payable	31,773.12
12/16/2014	Accounts Payable	62,019.69
12/1/2014	January Insurance	17,701.45
12/4/2014	Payroll	46,468.30
12/18/2014	Payroll	40,864.65
12/31/2014	Payroll	67,949.39
	Total:	266,776.60

Deposits:	Deposits:	Direct Deposits	
4,001.47	8,100.00	T-Mobile	1,983.75
350.00	5,066.31	Kane County	
77.00	2,235.00	Nicor	5,875.92
50.00	4,191.00	Exelon	11,443.03
500.00	631.16		
25.00	3,225.00		
3,000.00			
500.00			
50.00			
10.00			
1,200.00			
3,466.63			
1,000.00			
2,045.00			
Total Deposits	39,723.57	Total Direct Deposits	19,302.70
Total Deposits/Direct Deposits:	59,026.27		

**BARRINGTON BANK
CERTIFICATES OF DEPOSIT
01-00-106**

Previous YTD Credits: _____

Current Credits: 170.00

Current YTD Credits:

Previous YTD Debits:

Current Debits:

Current YTD Debits:

Current YTD Debits:

Current YTD Debits:

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Current YTD Debits:

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Current YTD Debits:

Date: _____ **For:** _____ **Amount:** _____

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Date: _____ **For:** _____ **Amount:** _____

Date: _____ **For:** _____ **Amount:** _____

Date: _____ **For:** _____ **Amount:** _____

Total: _____

Total Deposits: _____

**Village of Gilberts
General Fund
Certificates of Deposit
December 31, 2014**

Bank	CD#	Amount	Term	Maturity Date	Interest Rate
Barrington Bank	0940000423-1002	226,105.11	9 months	9/27/2015	.20 APY
Barrington Bank	0940000423-1004	266,072.25	18 months	9/27/2015	.30 APY
Barrington Bank	0940000423-1010	500,962.52	6 months	3/20/2015	.15 APY
 Barrington Bank CD's	 993,139.88				

**MCHENRY SAVINGS BANK
CERTIFICATES OF DEPOSIT
01-00-110**

Beginning Book Balance:	939,669.36	Previous YTD Credits:	
Deposits (Total):		Current Credits:	-
Interest:		Current YTD Credits:	
Savings Acct:		Previous YTD Debits:	
Transferred from CD's		Current Debits:	
		Current YTD Debits:	
Subtotal:	939,669.36		
Checks Written (Total):			
Transferred to CD's			
Ending Check Book Balance:	939,669.36		
Deposits in Transit:			
Outstanding Checks:			
Balance per Bank Statement:	939,669.36		

Expenditures/Transfers:		
Date:	For:	Amount:
Total:		

Deposits:

Total Deposits:

**Village of Gilberts
General Fund
Certificates of Deposit
December 31, 2014**

Bank	CD#	Amount	Term	Maturity Date	Interest Rate
McHenry Savings Bank	1000040004	250,000.00	1 year	4/4/2015	.70APY
McHenry Savings Bank	1000040202	200,000.00	1 year	4/24/2015	.70APY
McHenry Savings Bank	1000042372	489,669.36	1 year	9/27/2015	.70APY
McHenry Savings Bank	939,669.36				

Beginning Book Balance:	1,188,253.98	Previous YTD Credits:	
Deposits (Total):	126,089.88	Current Credits:	126,107.33
		Current YTD Credits:	
(01-00-347) IL First Funds:	15.27	Previous YTD Debits:	
(01-00-347) IL First Funds P/B:	2.18	Current Debits:	-
Xfer Bond Acct-Reimburse:		Current YTD Debits:	
Subtotal:	1,314,361.31	CD Balance:	
Transfer to Union National	150,000.00	G/F MM Balance:	
Impact Fees to Agency Fund		G/F CKG Balance:	
		Total balance:	
Ending Check Book Balance:	1,164,361.31		
Deposits in Transit:	6.62		
Outstanding Checks:			
Balance per Bank Statement:	1,164,354.69		

Expenditures/Transfers:		
Date:	For:	Amount:
Total:		

Deposits:	Direct Deposits:	Description:
14.73		
65,239.07		
17,947.66		
17,106.09		
12,738.53		
13,043.80		
Total Deposits/Direct Deposits:	126,089.88	

Beginning Book Balance:	<u>194,750.97</u>	Previous YTD Credits:	<u>1,137,691.48</u>
			<u>7,630.55</u>
Deposits (Total):	<u>172,907.49</u>	Current Credits:	<u>174,926.60</u>
		Current YTD Credits:	<u>1,320,248.63</u>
Interest Income:		Previous YTD Debits:	<u>1,385,656.48</u>
(20-00-341) Money Market:	<u>151.97</u>		<u>300.00</u>
(20-00-341) Checking:	<u>1.14</u>	Current Debits:	<u>161,589.87</u>
		Current YTD Debits:	<u>1,547,546.35</u>
(20-00-339)SSA #24 Bond Interest	<u>1,065.00</u>		
Miscellaneous Income:	<u>801.00</u>		
Subtotal:	<u>369,677.57</u>	Barrington Bank:	<u>58,506.04</u>
		Barrington Bank CD's:	<u>502,910.20</u>
Checks Written (Total):	<u>97,972.48</u>	Union Bank CD's:	<u>1,200,604.96</u>
Returned Checks	<u>244.00</u>	H2O MM Balance:	<u>208,087.70</u>
Transfer for Garbage	<u>63,373.39</u>	H2O Illinois Funds	<u>181,409.42</u>
		H2O CKG Balance:	<u>1,000.00</u>
Ending Check Book Balance:	<u>208,087.70</u>	Total balance:	<u>2,152,518.32</u>
Deposits in Transit:	<u>110.00</u>		
Outstanding Checks:			
Balance per Bank Statement:	<u>208,197.70</u>		

Expenditures/Transfers:

Date:	For:	Amount:
<u>12/2/2014</u>	<u>Accounts Payable</u>	<u>41,781.27</u>
<u>12/16/2014</u>	<u>Accounts Payable</u>	<u>20,430.49</u>
<u>12/5/2014</u>	<u>Postage</u>	<u>135.36</u>
<u>12/4/2014</u>	<u>Payroll-Water</u>	<u>10,746.05</u>
<u>12/18/2014</u>	<u>Payroll-Water</u>	<u>10,369.72</u>
<u>12/31/2014</u>	<u>Payroll-Water</u>	<u>10,305.79</u>
<u>12/1/2014</u>	<u>Health Insurance</u>	<u>4,203.80</u>
	Total:	<u>97,972.48</u>

Deposits:

<u>6,762.94</u>	<u>3,829.22</u>		
<u>34,772.40</u>	<u>2,246.26</u>	Direct Deposits	<u>42,931.46</u>
<u>203.00</u>	<u>1,317.40</u>		
<u>925.00</u>	<u>498.00</u>		
<u>45,861.25</u>	<u>173.80</u>		
<u>671.60</u>	<u>2,068.75</u>		
<u>1,935.92</u>	<u>4,008.24</u>		
<u>2,676.89</u>	<u>552.20</u>		
<u>179.30</u>	<u>352.00</u>		
<u>2,868.50</u>	<u>502.30</u>		
<u>2,567.25</u>	<u>7,122.86</u>		
<u>122.00</u>	<u>633.35</u>		
<u>414.30</u>	<u>55.00</u>		
<u>579.98</u>	<u>208.70</u>		
<u>25.00</u>	<u>885.30</u>		
<u>20.00</u>	<u>1,507.89</u>		
<u>465.50</u>	<u>2,563.93</u>		
<u>400.00</u>			
			<u>42,931.46</u>
Total Deposits:	<u>172,907.49</u>		

Beginning Book Balance:	<u>1,000.00</u>	Previous YTD Credits:	<u> </u>
Deposits (Total):	<u>62,347.12</u>	Current Credits:	<u> </u>
Voided Checks:		Current YTD Credits:	<u> </u>
Check# Vendor Name:	<u> </u>	Previous YTD Debits:	<u> </u>
	<u> </u>	Current Debits:	<u> </u>
	<u> </u>	Current YTD Debits:	<u> </u>
Total Voided Checks:	<u> </u>		
Subtotal:	<u>63,347.12</u>		
Checks Written (Total):	<u>62,347.12</u>		
	<u> </u>		
Ending Check Book Balance:	<u>1,000.00</u>		
Deposits in Transit:	<u> </u>		
Outstanding Checks:	<u>1,387.91</u>		
Balance per Bank Statement:	<u>2,387.91</u>		

Expenditures/Transfers:

Date:	For:	
<u>12/2/2014</u>	Accounts Payable	<u>41,781.27</u>
<u>12/16/2014</u>	Accounts Payable	<u>20,430.49</u>
<u>12/5/2014</u>	Postage	<u>135.36</u>
	Total:	<u>62,347.12</u>

Outstanding Checks:

Check #:	Amount:	Check #:	Amount:
<u>202350</u>	<u>4.18</u>	<u> </u>	<u> </u>
<u>202365</u>	<u>1.19</u>	<u> </u>	<u> </u>
<u>204208</u>	<u>8.40</u>	<u> </u>	<u> </u>
<u>204630</u>	<u>4.50</u>	TOTAL	<u>1,387.91</u>
<u>Postage</u>	<u>135.36</u>		
<u>204661</u>	<u>961.00</u>		
<u>204662</u>	<u>3.49</u>		
<u>204667</u>	<u>185.00</u>		
<u>204671</u>	<u>18.00</u>		
<u>204673</u>	<u>66.79</u>		

Total Deposits: _____

Village of Gilberts
MONTH CLOSED: DECEMBER, 2014

WATER FUND MONEY MARKET
CERTIFICATES OF DEPOSIT
BARRINGTON BANK
20-00-108

Beginning Book Balance:	<u>502,816.24</u>	Previous YTD Credits:	<u> </u>
Deposits (Total):	<u> </u>	Current Credits:	<u>93.96</u>
Interest:		Current YTD Credits:	<u> </u>
Savings Acct:	<u>93.96</u>	Previous YTD Debits:	<u> </u>
		Current Debits:	<u> </u>
		Current YTD Debits:	<u> </u>
Subtotal:	<u>502,910.20</u>		
Checks Written (Total):	<u> </u>		
Voided Checks (Total):	<u> </u>		
Ending Check Book Balance:	<u>502,910.20</u>		
Deposits in Transit:	<u> </u>		
Outstanding Checks:	<u> </u>		
Balance per Bank Statement:	<u>502,910.20</u>		

Expenditures/Transfers:

Date:	For:	Amount:
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
	Total:	<u> </u>

Deposits:

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Total Deposits:

**Village of Gilberts
Water Fund
Certificates of Deposit
December 31, 2014**

Bank	CD#	Amount	Term	Maturity Date	Interest Rate
Barrington Bank	0940000423-1009	100,491.44	9 months	6/27/2015	.20 APY
Barrington Bank	0940000423-1006	200,982.32	9 months	9/27/2015	.20 APY
Barrington Bank	0940000423-1007	201,436.44	12 months	9/27/2015	.25 APY
Barrington Bank CD's		502,910.20			

Beginning Book Balance:	1,200,604.96	Previous YTD Credits:	
Deposits (Total):		Current Credits:	-
Interest:		Current YTD Credits:	
Savings Acct:		Previous YTD Debits:	
		Current Debits:	
		Current YTD Debits:	

Subtotal: 1,200,604.96

Ending Check Book Balance: 1,200,604.96
Deposits in Transit:
Outstanding Checks:
Balance per Bank Statement: 1,200,604.96

Expenditures/Transfers:	Date:	For:	Amount:
		Total:	

Deposits:

Total Deposits:

**Village of Gilberts
Water Fund
Certificates of Deposit
December 31, 2014**

Bank	CD#	Amount	Term	Maturity Date	Interest Rate
Union National Bank	4176509	391,315.36	12 months	10/12/2015	.56 APY
Union National Bank	4169371	258,179.58	9 months	7/15/2015	.52 APY
Union National Bank	4176517	374,349.47	12 months	10/23/2015	.56 APY
Union National Bank	4169389	176,760.55	12 months	5/21/2015	.56 APY
		1,200,604.96			
Union National CD's	1,200,604.96				

Beginning Book Balance:	<u>174,175.47</u>	Previous YTD Credits:	<u></u>
Deposits (Total):	<u>7,531.56</u>	Current Credits:	<u>7,533.95</u>
		Current YTD Credits:	<u></u>
(20-00-347) Illinois Funds:	<u>2.39</u>	Previous YTD Debits:	<u></u>
		Current Debits:	<u>300.00</u>
Total Voided Checks:	<u></u>	Current YTD Debits:	<u></u>
Subtotal:	<u>181,709.42</u>		
Checks Written (Total):	<u></u>		
Returned Payments	<u>300.00</u>		
Ending Check Book Balance:	<u>181,409.42</u>		
Deposits in Transit:	<u></u>		
Outstanding Checks:	<u>-</u>		
Balance per Bank Statement:	<u>181,409.42</u>		

Expenditures/Transfers:

Date:	For:	
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
	Total:	<u>-</u>

Deposits:

<u>149.00</u>	<u>206.50</u>
<u>691.90</u>	<u>849.31</u>
<u>479.00</u>	<u>163.90</u>
<u>1,030.00</u>	<u>259.30</u>
<u>405.80</u>	<u>369.91</u>
<u>430.70</u>	<u>872.55</u>
<u>293.40</u>	<u>70.80</u>
<u>144.10</u>	<u>138.65</u>
<u>211.90</u>	<u></u>
<u>764.84</u>	<u></u>
Total Deposits:	<u>7,531.56</u>

Beginning Book Balance:	<u>505,798.25</u>	Previous YTD Credits:	<u>173,947.89</u>
			<u>65.47</u>
Deposits (Total):	<u>15,116.14</u>	Current Credits:	<u>15,123.09</u>
Interest Income:		Current YTD Credits:	<u>189,136.45</u>
(30-00-347) Money Market:	<u>6.95</u>	Previous YTD Debits:	<u>-</u>
		Current Debits:	<u>-</u>
Miscellaneous Income:	<u></u>	Current YTD Debits:	<u>-</u>
Subtotal:	<u>520,921.34</u>	MFT MM Balance	<u>130,349.22</u>
Checks Written (Total):	<u></u>	IL Funds Balance:	<u>520,921.34</u>
Returned Checks (Total):	<u></u>	Total balance:	<u>651,270.56</u>
Ending Check Book Balance:	<u>520,921.34</u>		
Deposits in Transit:	<u></u>		
Outstanding Checks:	<u>-</u>		
Balance per Bank Statement:	<u>520,921.34</u>		

Expenditures/Transfers:			
	Date:	For:	Amount:
	<u></u>	<u></u>	<u></u>
	<u></u>	<u></u>	<u></u>
	<u></u>	<u></u>	<u></u>
	<u></u>	<u></u>	<u></u>
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	<u></u>	<u></u>	<u></u>
	<u></u>	<u></u>	<u></u>
	<u></u>	<u></u>	<u></u>
	<u></u>	<u></u>	<u></u>
		Total:	<u></u>

Deposits:
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Total Deposits:
<u></u>

Beginning Book Balance:	215,827.79	Previous YTD Credits:	216,326.78
Deposits (Total):	25,461.00	Current Credits:	25,461.00
Interest Income:		Current YTD Credits:	241,787.78
(31-00-341) Money Market:		Previous YTD Debits:	157,749.64
Transfer from G/F		Current Debits:	45,748.41
Miscellaneous Income:		Current YTD Debits:	203,498.05
Subtotal:	241,288.79		
Checks Written (Total):	44,947.41	P/Bond Balance	195,540.38
Transfer to General Fund		IL Funds Balance:	162,520.59
Transfer to Water Fund	801.00		
Ending Check Book Balance:	195,540.38	Total balance:	358,060.97
Deposits in Transit:			
Outstanding Checks:	15,897.32		
Balance per Bank Statement:	211,437.70		

Expenditures/Transfers:

Date:	For:	Amount:
12/2/2014	Accounts Payable	38,218.79
12/12/2014	Bond Release	232.00
	Bond Release	
12/18/2014	Accounts Payable	6,496.62
	Bond Release	
	Bond Release	
	Total:	44,947.41

Deposits:

58.00	
58.00	
58.00	
58.00	
25,000.00	
58.00	
113.00	
58.00	
	25,461.00

Outstanding Checks

302544	135.00
302569	106.00
302755	117.00
303302	29.00
303324	58.00
303450	58.00
303638	7,375.70
303463	116.00
303654	1,500.00
303659	55.00
323667	6,182.62
323662	165.00

Total Outstanding Checks 15,897.32

Beginning Book Balance:	<u>40,360.36</u>	Previous YTD Credits:	<u>9,066.85</u>
Deposits (Total):	<u></u>	Current Credits:	<u>17.02</u>
Interest Income:	<u>17.02</u>	Current YTD Credits:	<u>9,083.87</u>
(34-00-341) Money Market:	<u></u>	Previous YTD Debits:	<u>1,172.50</u>
Miscellaneous Income:	<u></u>	Current Debits:	<u>330.00</u>
Subtotal:	<u>40,377.38</u>	Current YTD Debits:	<u>1,502.50</u>
Checks Written (Total):	<u>330.00</u>		
Returned Checks (Total):	<u></u>		
Ending Check Book Balance:	<u>40,047.38</u>		
Deposits in Transit:	<u></u>		
Outstanding Checks:	<u>-</u>		
Balance per Bank Statement:	<u>40,047.38</u>		

Expenditures/Transfers:

Date:	For:	Amount:
<u>12/2/2014</u>	<u>Accounts Payable</u>	<u>330.00</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
	Total:	<u>330.00</u>

Deposits:	<u>58.00</u>
	<u>2,130.00</u>
	<u>58.00</u>
	<u>58.00</u>
	<u></u>
	<u></u>
	<u></u>
	<u></u>
	<u></u>
Total Deposits:	<u>2,304.00</u>

Beginning Book Balance:	<u>12,733.99</u>	Previous YTD Credits:	<u>12,733.99</u>
Deposits (Total):	<u></u>	Current Credits:	<u>2.70</u>
Interest Income:	<u>2.70</u>	Current YTD Credits:	<u>12,736.69</u>
(35-00-341) Money Market:	<u></u>	Previous YTD Debits:	<u>-</u>
		Current Debits:	<u>-</u>
Miscellaneous Income:	<u></u>	Current YTD Debits:	<u>-</u>
Subtotal:	<u>12,736.69</u>		
Checks Written (Total):	<u></u>		
Returned Checks (Total):	<u></u>		
Ending Check Book Balance:	<u>12,736.69</u>		
Deposits in Transit:	<u></u>		
Outstanding Checks:	<u>-</u>		
Balance per Bank Statement:	<u>12,736.69</u>		

Expenditures/Transfers:			
	Date:	For:	Amount:
		Accounts Payable	
		Total:	<u>-</u>

Deposits:	
Total Deposits:	<u>-</u>

Beginning Book Balance:	<u>8,818.54</u>	Previous YTD Credits:	<u>2,760.36</u>
Deposits (Total):	<u>559.60</u>	Current Credits:	<u>564.06</u>
Interest Income:	<u>4.46</u>	Current YTD Credits:	<u>3,324.42</u>
(40-00-341) Money Market:	<u></u>	Previous YTD Debits:	<u>-</u>
	<u></u>	Current Debits:	<u>-</u>
Miscellaneous Income:	<u></u>	Current YTD Debits:	<u>-</u>
Subtotal:	<u>9,382.60</u>		
Checks Written (Total):	<u></u>		
Returned Checks (Total):	<u></u>		
	<u>-</u>		
Ending Check Book Balance:	<u>9,382.60</u>		
Deposits in Transit:	<u></u>		
Outstanding Checks:	<u></u>		
Balance per Bank Statement:	<u>9,382.60</u>		
Expenditures/Transfers:			
	Date:	For:	Amount:
	<u></u>	Accounts Payable	<u></u>
	<u></u>	<u></u>	<u></u>
	<u></u>	<u></u>	<u></u>
	<u></u>	<u></u>	<u></u>
		Total:	<u>-</u>
Deposits:			
	<u>309.60</u>		
	<u>250.00</u>		
	<u></u>		
	<u></u>		
	<u></u>		
	<u></u>		
	<u></u>		
	<u>559.60</u>		
Total Deposits/Direct Deposits:	<u></u>		

Beginning Book Balance:	<u>-</u>	Previous YTD Credits:	<u> </u>
Deposits (Total):	<u>186,703.90</u>	Current Credits:	<u> </u>
Voided Checks:		Current YTD Credits:	<u> </u>
Check #:	Vendor Name:	Previous YTD Debits:	<u> </u>
<u> </u>	<u> </u>	Current Debits:	<u> </u>
<u> </u>	<u> </u>	Current YTD Debits:	<u> </u>
Subtotal:	<u>186,703.90</u>		
Checks Written (Total):	<u>186,703.90</u>		
Voided Checks (Total):	<u> </u>		
Ending Check Book Balance:	<u>-</u>		
Deposits in Transit:	<u> </u>		
Outstanding Checks:	<u>13,953.12</u>		
Balance per Bank Statement:	<u>13,953.12</u>		

Expenditures/Transfers:

Date:	For:	
<u>12/4/2014</u>	<u>Payroll</u>	<u>46,468.30</u>
<u>12/18/2014</u>	<u>Payroll</u>	<u>40,864.65</u>
<u>12/31/2014</u>	<u>Payroll</u>	<u>67,949.39</u>
<u>12/4/2014</u>	<u>Payroll-Water</u>	<u>10,746.05</u>
<u>12/18/2014</u>	<u>Payroll-Water</u>	<u>10,369.72</u>
<u>12/31/2014</u>	<u>Payroll-Water</u>	<u>10,305.79</u>
<u> </u>	<u> </u>	<u> </u>
	Total:	<u>186,703.90</u>

Outstanding Checks:

Check #:	Amount:	Check#:	Amount:
<u>17910</u>	<u>288.17</u>	<u> </u>	<u> </u>
<u>17924</u>	<u>206.60</u>	<u>Flex Benefits</u>	<u>6,050.76</u>
<u>17933</u>	<u>108.28</u>	Total:	<u>13,953.12</u>
<u>17934</u>	<u>2,017.35</u>		
<u>17935</u>	<u>1,885.14</u>		
<u>17936</u>	<u>624.44</u>		
<u>17941</u>	<u>2,610.34</u>		
<u>17944</u>	<u>162.04</u>		

ROAD IMPROVEMENT FUND BALANCE SHEET

Date	Deposit	Received From	Balance
3/31/2012	\$ 100.00	March Overweight	\$ 471,408.66
4/30/2012	\$ 100.00	April Overweight	\$ 471,508.66
4/30/2012	\$ 108,047.92	Transfer for Waste Hauling	\$ 579,556.58
5/31/2012	\$ 559.16	May Road & Bridge	\$ 580,115.74
6/30/2012	\$ 2,874.38	June Road & Bridge	\$ 582,990.12
7/31/2012	\$ 50.00	July Overweight	\$ 583,040.12
7/31/2012	\$ 69.94	July Road & Bridge	\$ 583,110.06
8/31/2012	\$ 465.25	August Road & Bridge	\$ 583,575.31
8/31/2012	\$ 50.00	August Overweight	\$ 583,625.31
9/12/2012	\$ 1,867.88	September Road & Bridge	\$ 585,493.19
10/10/2012	\$ 883.33	October Road & Bridge	\$ 586,376.52
10/31/2012	\$ 180.00	October Overweight	\$ 586,556.52
11/30/2012	\$ 173.42	November Road & Bridge	\$ 586,729.94
11/30/2012	\$ 450.00	November Overweight	\$ 587,179.94
12/31/2012	\$ 50.00	December Overweight	\$ 587,229.94
1/31/2013	\$ 150.00	January Overweight	\$ 587,379.94
2/28/2013	\$ 150.00	February Overweight	\$ 587,529.94
3/31/2013	\$ 470.00	March Overweight	\$ 587,999.94
4/30/2013	\$ 50.00	April Overweight	\$ 588,049.94
4/30/2013	\$ 133,104.58	Transfer for Waste Hauling	\$ 721,154.52
5/31/2013	\$ 720.08	May Road & Bridge	\$ 721,874.60
5/31/2013	\$ 200.00	May Overweight	\$ 722,074.60
6/30/2013	\$ 1,800.00	June Overweight	\$ 723,874.60
6/30/2013	\$ 2,818.65	June Road & Bridge	\$ 726,693.25
7/31/2013	\$ 85.88	July Road & Bridge	\$ 726,779.13
7/31/2013	\$ 2,040.00	July Overweight	\$ 728,819.13
8/31/2013	\$ (15,000.00)	Kruetzer Road Repairs	\$ 713,819.13
8/31/2013	\$ 405.77	August Road & Bridge	\$ 714,224.90
8/31/2013	\$ 1,280.00	August Overweight	\$ 715,504.90
9/30/2013	\$ 2,688.06	September Road & Bridge	\$ 718,192.96
10/31/2013	\$ 177.41	October Road & Bridge	\$ 718,370.37
10/31/2013	\$ 2,250.00	October Overweight	\$ 720,620.37
11/30/2013	\$ 150.00	November Overweight	\$ 720,770.37
11/30/2013	\$ 99.87	November Road & Bridge	\$ 720,870.24
12/31/2013	\$ 100.00	December Overweight	\$ 720,970.24
1/31/2014	\$ 200.00	January Overweight	\$ 721,170.24
2/28/2014	\$ 100.00	February Overweight	\$ 721,270.24
3/31/2014	\$ 700.00	March Overweight	\$ 721,970.24
4/30/2014	\$ 710.00	April Overweight	\$ 722,680.24
4/30/2014	\$ 124,341.65	Transfer for Waste Hauling	\$ 847,021.89
5/31/2014	\$ 15,731.35	MFT Funds not used	\$ 862,753.24
5/31/2014	\$ 350,000.00	Hennessy Bridge Grant	\$ 1,212,753.24
5/31/2014	\$ 1,003.97	May Road & Bridge	\$ 1,213,757.21
5/31/2014	\$ 50.00	May Overweight	\$ 1,213,807.21
6/30/2014	\$ 150.00	June Overweight	\$ 1,213,957.21
6/30/2014	\$ 2,429.05	June Road & Bridge	\$ 1,216,386.26

ROAD IMPROVEMENT FUND BALANCE SHEET

Date	Deposit	Received From	Balance
7/23/2014	\$ 95.18	July Road & Bridge	\$ 1,216,481.44
7/31/2014	\$ 350.00	July Overweight	\$ 1,216,831.44
8/31/2014	\$ 151.96	August Road & Bridge	\$ 1,216,983.40
9/17/2014	\$ 2,763.60	September Road & Bridge	\$ 1,219,747.00
10/31/2014	\$ 181.07	October Road & Bridge	\$ 1,219,928.07
10/31/2014	\$ 1,070.00	October Overweight	\$ 1,220,998.07
11/30/2014	\$ 400.00	November Overweight	\$ 1,221,398.07
11/30/2014	\$ 119.02	November Road & Bridge	\$ 1,221,517.09
12/31/2014	\$ 50.00	December Overweight	\$ 1,221,567.09
12/31/2014	\$ (8,885.39)	Mason Road Engineering	\$ 1,212,681.70
12/31/2014	\$ (6,840.88)	Old Town Engineering	\$ 1,205,840.82

VILLAGE OF GILBERTS

RESOLUTION NO. 02-2015

**A RESOLUTION APPROVING A MASTER ENGINEERING SERVICES
AGREEMENT WITH BAXTER & WOODMAN**

Be it Resolved by the President and Board of Trustees of the Village of Gilberts,
Kane County, Illinois that:

Section 1:

The Village of Gilberts hereby approves a Master Engineering Services
Agreement with Baxter & Woodman attached hereto and made a part hereof as Exhibit
A.

Section 2:

This resolution shall be in full force and in effect from and after its passage and
approval pursuant to law.

PASSED BY ROLL CALL VOTE OF THE BOARD OF TRUSTEES of the
Village of Gilberts, Kane County, Illinois, this ____ day of _____, 2015.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Louis Hacker	_____	_____	_____	_____
Trustee David LeClerc	_____	_____	_____	_____
Trustee Patricia Mierisch	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED this _____ day of _____, 2015

(SEAL)

Village President Rick Zirk

ATTEST:

Village Clerk, Debra Meadows

Published: _____

MASTER ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT effective as of _____, 2015 ("Effective Date") between Village of Gilberts ("Owner") and Baxter and Woodman, Inc. ("Engineer").

Owner's Project, of which the Engineer's services under this Agreement are a part, is generally identified in Exhibit A ("Project"), attached hereto and incorporated herein by this reference.

Owner and Engineer in consideration of their mutual covenants set forth herein agree as follows:

1. **SERVICES OF ENGINEER**

- 1.1 Engineer shall provide, or cause to be provided, if part of its scope, the services set forth herein and in Exhibit B, attached hereto and incorporated herein by this reference.
- 1.2 Professional services are to be provided on a project-by-project basis when directed by the Owner, and will be enumerated in a Project Work Order following the general format shown in Exhibit C, attached hereto and incorporated herein by this reference.

2. **OWNER'S RESPONSIBILITIES**

- 2.1 Provide the Engineer with all criteria and full information as to the Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications, and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- 2.2 Furnish the Engineer all available information pertinent to the Project including reports and data relative to previous designs, existing conditions, or investigations at or adjacent to the Site.
- 2.3 Furnish or otherwise make available additional project related information and data as is reasonably required to enable Engineer to complete the Project.
- 2.4 Owner warrants that all known hazardous materials on or beneath the site have been identified to the Engineer. The Engineer shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials. The Engineer shall not be required by the Owner to

provide certifications that soils, including soil mixed with other clean construction or demolition debris, are or are not contaminated unless this service is set forth in Exhibit B.

- 2.5 The Engineer will rely, without liability, upon the accuracy and completeness of all information furnished by the Owner, including its consultants, contractors, specialty contractors, manufacturers, suppliers, and publishers of technical standards pursuant to this Agreement without independently verifying the information.
- 2.6 The Engineer may reasonably rely on the express and implied representations made by contractors, manufacturers, suppliers, and installers of equipment, materials, and products required by the construction documents as being suitable fit for their intended purposes and compliant with the construction documents and applicable project requirements.

3. SCHEDULE FOR RENDERING SERVICES

- 3.1 Engineer is authorized to begin services as of the Effective Date.
- 3.2 Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit B, and are hereby agreed to be reasonable.
- 3.3 If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation shall be adjusted equitably.
- 3.4 If the Engineer is hindered, delayed or prevented from performing under the Agreement as a result of any act or neglect of the Owner (or those for whom the Owner is responsible) or force majeure, the time for completion of the Engineer's work shall be extended by the period of the resulting delay and the rates and amounts of Engineer's compensation shall be adjusted equitably. Force majeure includes, but is not limited to acts of God, wars, terrorism, strikes, labor walkouts, fires, natural disasters, or requirements of governmental agencies.

4. COMPENSATION, INVOICES AND PAYMENTS

- 4.1 The Owner shall pay the Engineer for the services performed or furnished under Attachment B as provided for in the Project Work Order. The Engineer may adjust the employee wages, overhead, and expenses in Attachment B of the Project Work Order on or about January 1 of each subsequent year and will send the new schedule to the Owner. Engineer agrees that work orders and service requests will be prepared at no additional charge to the Owner

- 4.2 The Engineer may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch.50, Sec. 505, et. Seq.; and if Owner fails to comply, the Engineer may, after giving seven (7) days written notice to the Owner, suspend services under this Agreement until the Engineer has been paid in full all amounts due for services, expenses, and late payment charges as provided in such Act.
- 4.3 The Owner may, at any time, by written order, make changes to the scope of this Agreement, which changes shall not become effective unless and until Engineer issues its written acceptance of same. If such changes cause an increase or decrease in the Engineer's fee or time required for performance of any services under this Agreement, an equitable adjustment shall be made and this Agreement shall be modified. No service for which added compensation is to be charged will be provided without first obtaining written authorization from the Owner. The parties further agree that if elements of the scope are reduced or eliminated by the Owner, then the Owner agrees to waive, forgive, release, and hold harmless the Engineer from all claims, causes of action, and damages arising from those reduced and/or eliminated services. The Engineer shall not be responsible for the changes made to the project documents by the Owner, contractor, or others without the Engineer's prior review and written approval.
- 4.4 The Engineer agrees to submit all invoices for work performed in a particular fiscal year (May 1-April 30) within 15 days of the end of that fiscal year or no later than May 15.

5. OPINION OF PROBABLE CONSTRUCTION COSTS

- 5.1 The Engineer's opinion of probable construction costs, if included in its scope of services, represents its reasonable judgment as a professional engineer. The Owner acknowledges that the Engineer has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. The Engineer cannot and does not warranty or guarantee that proposals, bids, or actual construction costs will not vary from the Engineer's opinion of probable cost. Engineer shall not be responsible for any cost variance.

6. ENGINEER'S PERFORMANCE

- 6.1 The standard of care for all professional engineering and related services performed or furnished by the Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality on similar projects. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

- 6.2 Engineer shall be responsible for the technical accuracy of its services and its instruments of service resulting therefrom, and Owner shall not be responsible for discovering deficiencies, if any, in them. Engineer shall correct known deficiencies in its instruments of service without additional compensation except to the extent such action is directly attributable to deficiencies, errors or omissions in Owner-furnished information.
- 6.3 The Engineer will use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards as of this Agreement's Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation, which shall be adjusted equitably.
- 6.4 Engineer may employ such sub-consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive written objections by the Owner.
- 6.5 Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- 6.6 Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work.
- 6.7 Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction or surety bonding requirements.
- 6.8 Engineer shall not be responsible for the acts of omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.
- 6.9 Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in

which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs of precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.

- 6.10 Engineer's site observation shall be at the times agreed upon in the Exhibit B. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address.

7. INSURANCE

- 7.1 For the duration of the Project, the Engineer shall procure and maintain the following insurance coverage and Certificates of Insurance will be provided the Owner upon written request. The insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(1)	Worker's Compensation	Statutory Limits
(2)	General Liability	
	Per Claim/Aggregate	\$1,000,000/\$2,000,000
(3)	Automobile Liability	
	Combined Single Limit	\$1,000,000
(4)	Excess Umbrella Liability	
	Per Claim/ Aggregate	\$5,000,000/\$5,000,000
(5)	Professional Liability	
	Per Claim and Aggregate	\$5,000,000/\$5,000,000

8. INDEMNIFICATION AND MUTUAL WAIVER

- 8.1 To the fullest extent permitted by law, Engineer shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages arising out of or relating to the Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of

tangible property, including the loss of use resulting therefrom, but only to the extent caused by the Engineer's negligent acts or omissions.

- 8.2 Owner shall indemnify and hold harmless the Engineer and its officers, directors, employees, agents and consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death of, or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of Owner or its officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner with respect to this Agreement and/or to the Project.
- 8.3 To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, exemplary, or consequential damages arising out of, resulting from, or in any way related to the Project or Engineer's services.
- 8.4 In the event claims, losses, damages or expenses are caused by the joint or concurrent fault of the Engineer and Owner, they shall be borne by each party in proportion to their respective fault, as determined by a mediator or court of competent jurisdiction.
- 8.5 The Owner acknowledges that the Engineer is a business corporation and not a professional service corporation, and further acknowledges, accepts, and agrees that the Engineer's officers, directors, and employees shall not be subject to any personal liability for services provided under this Agreement.

9. **TERMINATION**

- 9.1 This Agreement may be terminated, in whole or in part, by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Owner may terminate this Agreement, in whole or in part, for its convenience. However, no such termination will be effective unless the terminating party gives the other party (1) not less than ten (10) businessday's written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party to resolve the dispute before termination.
- 9.2 If this Agreement is terminated by either party, the Engineer shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the Owner will receive reproducible copies of Drawings, Specifications and other documents completed by the Engineer up to the date of termination.

10. USE OF DOCUMENTS

- 10.1 Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data or information in any form, prepared, collected, or received by the Engineer in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village; provided, however, that Engineer shall hold concurrent ownership of all Documents prepared by Engineer. At the Village's request, or upon termination of this Agreement, the Engineer shall cause the Documents to be promptly delivered to the Village. If the Documents prepared by the Engineer are transferred to any other person or party, the transferee shall use these Documents at the transferee's own risk and shall hold the Engineer harmless for claims resulting from such use.
- 10.2 Either party to this Agreement may rely that data or information set forth on paper (also known as hard copy) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Information in electronic format or text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience and not for reliance by the receiving party. The use of such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies will govern.
- 10.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests and/or procedures within 60 calendar days of receipt, after which the receiving party shall be deemed to have accepted the transferred data thus. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- 10.4 When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such information resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the creator.
- 10.5 The Engineer's document retention policy will be followed upon Project closeout. Executed copies of agreements, work orders, letters of understanding or proposals; design or other documents created by the Engineer or received from the Owner or a third party; plan review submittals from a third party and the Engineer's review of those submittals; and studies or reports prepared by the Engineer will be kept for a period of 14 years after Project closeout.

11. SUCCESSORS, ASSIGNS AND BENEFICIARIES

- 11.1 Owner and Engineer are hereby bound, as are their respective successors, employees and representatives to the other party to this Agreement with respect to all covenants, terms, promises, and obligations contained herein.
- 11.2 Neither the Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is required by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
- 11.3 Unless expressly provided otherwise in this Agreement, nothing contained shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplies, or other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

12. DISPUTE RESOLUTION

- 12.1 Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 calendar days from the date of notice prior to invoking the procedures of paragraph 12.2 or other provisions of the Agreement, or exercising their rights under law.
- 12.2 If the parties fail to resolve a dispute through negotiation under paragraph 12.1, Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 calendar days of notice if the Dispute unless the parties mutually agree to a longer period. If such mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

13. MISCELLANEOUS PROVISIONS

- 13.1 This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- 13.2 Any notice required under this Agreement will be in writing, addressed to the designated party at its address in the signature page and served personally, by facsimile, by

registered or certified mail (postage prepaid), or by a commercial courier service. All notices shall be effective upon the date of receipt.

- 13.3 All express representations, waivers, indemnifications, and limitations of liability in this Agreement will survive its completion and/or termination.
- 13.4 Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.
- 13.5 A party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 13.6 To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.
- 13.7 This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior or oral understandings. This Agreement may be amended only by a mutually agreed and executed written instrument.
- 13.8 With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.
- 13.9 Engineer agrees to maintain all records and documents for the projects referenced in the Agreement in compliance with the Freedom of Information Act, 5 ILCS 140/1, et seq. In addition, Engineer shall produce, without cost to the Village, records which are responsive to a request received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Engineer shall so notify the Village and if possible, the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act based upon Engineer's failure to produce documents or otherwise appropriately respond to a request under the Act, then Engineer shall

indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Engineer:

By: Steve A. Larson

Title: President/CEO

Date Signed: June 3, 2015

Address for giving notices:
8678 Ridgefield Road
Crystal Lake, IL 60012

Designated Representative:
Mark Dachsteiner

Phone Number: 815-459-1260

Email Address: mdachsteiner@baxterwoodman.com

Owner:

By: _____

Title: Mayor

Date Signed: _____

Address for giving notices:
87 Galligan Road
Gilberts, IL 60136

Designated Representative:

Phone Number:

Email Address:

RESOLUTION NO. 03-2015

A RESOLUTION PROVIDING FOR AND REQUIRING THE SUBMISSION OF A PROPOSITION FOR ISSUING AN AMOUNT NOT TO EXCEED \$5,000,000.00 GENERAL OBLIGATION BONDS TO THE VOTERS OF THE VILLAGE OF GILBERTS, IN KANE COUNTY, ILLINOIS, AT THE GENERAL ELECTION TO BE HELD ON APRIL 7, 2015

WHEREAS, the Board of Trustees (the “**Corporate Authorities**”) of the Village of Gilberts, in Kane County, Illinois (the “**Municipality**”), has considered improvements necessary to be made in order that the Municipality may provide for a Village-wide fiber optic network to adequately serve the needs of the Municipality; and

WHEREAS, the Corporate Authorities hereby find and determine that it is necessary and in the best interests of the Municipality that a Village-wide fiber optic network be installed to serve the interests of the residents and businesses within the Municipality (the “**Project**”); and

WHEREAS, there are not sufficient funds on hand and available for the purpose of paying costs of the Project or of installing the Village-wide fiber optic network, and therefore it will be necessary to borrow money and in evidence thereof issue the general obligation bonds of the Municipality in the amount of not to exceed \$5,000,000.00 for such purpose; and

WHEREAS, before the Corporate Authorities can provide for the installation of the Project, and borrow money and issue bonds for such purpose, a proposition therefor must be submitted to the voters of the Municipality and be approved by a majority of the voters of the Municipality voting on such proposition at an election to be held in and for the Municipality, and it is deemed advisable, necessary, and in the best interests of the Municipality that the provision therefor be submitted to the voters of the Municipality at an election to be held and conducted in accordance with the general election law;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, IN KANE COUNTY, ILLINOIS, as follows:

Section 1. Project Borrowing. That it is necessary and in the best interests of the Municipality that the Corporate Authorities be authorized to undertake the installation of a Village-wide fiber optic network, and that it will require not less than the sum of [\$_____] for such purpose, and that it is necessary and in the best interests of the Municipality that the money be borrowed and in evidence thereof general obligation bonds of the Municipality be issued in the amount not to exceed \$5,000,000.00.

Section 2. Election. That the proposition described above be submitted to the voters of the Municipality in accordance with the general election law at the general election to be held on Tuesday, the 7th day of April, 2015, between the hours provided by law for voting on such day (the “**Election**”).

Section 3. Election Precincts. That the Election shall be held in the voting precincts and at the polling places established by the County Board (the “**County Board**”) of the County of Kane, Illinois (the “**County**”), for voters of the Municipality at the Election.

Section 4. Notice. That the County Clerk of the County (the “**County Clerk**”) shall give notice of the Election in accordance with the general election law and by publishing notice thereof once in one or more local, community newspapers published in and having general circulation in the Municipality, the dates of such publications of such notices for the Election to comply with the Election Code of the State of Illinois, as supplemented and amended (the “**Election Code**”). The notice shall also be given at least 10 days before the date of the election by posting a copy of the notice at the principal office of the election authority. The local election official shall also post a copy of the notice at the principal office of the political or governmental subdivision, or if there is no principal office at the building in which the governing body of the political or governmental subdivision held its first meeting of the calendar year in which the referendum is being held.

Section 5. Newspaper. That appropriate Election notices shall be given by the County Clerk in local, community newspaper published in and/or having general circulation in the Municipality and in the County, as required by the Election Code.

Section 6. Form of Notices. That the notices of the Election shall include the following:

NOTICE IS HEREBY GIVEN that at the general election to be held on Tuesday, the 7th day of April, 2015, the following proposition will be submitted to the voters of the Village of Gilberts, in Kane County, Illinois:

Shall bonds in the amount not to exceed [\$] be issued by the Village of Gilberts for the purpose of installing a Village-wide fiber optic network, bearing interest at the rate of not to exceed 5%?

YES

NO

The polls at such election will be open at 6:00 o’clock A.M. and will continue to be open until 7:00 o’clock P.M. of that day.

Dated January ____, 2015

County Clerk, the County of
Kane, Illinois

PASSED BY ROLL CALL VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this _____ day of _____, 2015.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Louis Hacker	_____	_____	_____	_____
Trustee David LeClerc	_____	_____	_____	_____
Trustee Patricia Mierisch	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED this _____ day of _____, 2015

(SEAL)

Village President Rick Zirk

ATTEST: _____
Village Clerk, Debra Meadows

Published: _____



Village of Gilberts Fiber Optic Project

High Level Project Estimate

Village Board Information Packet

January 9, 2015

Prepared by:



Fiberutilities Group, LLC
Armstrong Centre
Suite 500
222 Third Avenue, SE
Cedar Rapids, IA 52401
(319) 364-3200

Introduction:

The following information is intended to present high level project cost estimates for the Village of Gilberts Fiber Optic Project in a summary fashion. The data has been engineered as a desk study and conclusions presented are the product of design assumptions, combined with contractor and equipment costs overlaid to the quantities required in each construction segment (i.e. neighborhood).

This high level estimation process does not represent a price but rather is designed to be a metrics based data point available to the Village of Gilberts determining the general cost structure of the proposed fiber project for the purposes of funding decisions.

The estimation process does not contain data or conclusions related to operating costs of the fiber optic network nor does it include any specific conclusions related to content delivery.

Should the Village of Gilberts determine to proceed to referendum to fund this fiber project in their community, additional detailed OSP engineering should occur to explore network and network cost optimization opportunities. Fiberutilities Group recommends that the Village of Gilberts also consider a messaging and community outreach initiative designed to inform and educate citizens on matters related to the fiber project as a parallel path to engineering optimization.

Network Fiber Build Component Key:

Below outlines specific cost factors associated with the Outside Plant components throughout the project. The cost factors listed were applied to the specific estimated metrics for each neighborhood and aggregate costs are presented by neighborhood in subsequent sections.

- **Fiber drop to home** (*note - adjust factor for actual drop footage applied to all*)
 - \$200.57 / drop (one drop needed per residence)
- **Labor cost per foot of bored underground distribution fiber**
 - \$9 / foot
 - Fiber cost per foot is included in metrics however is variable based on neighborhood density
- **Hand hole**
 - \$1600 each

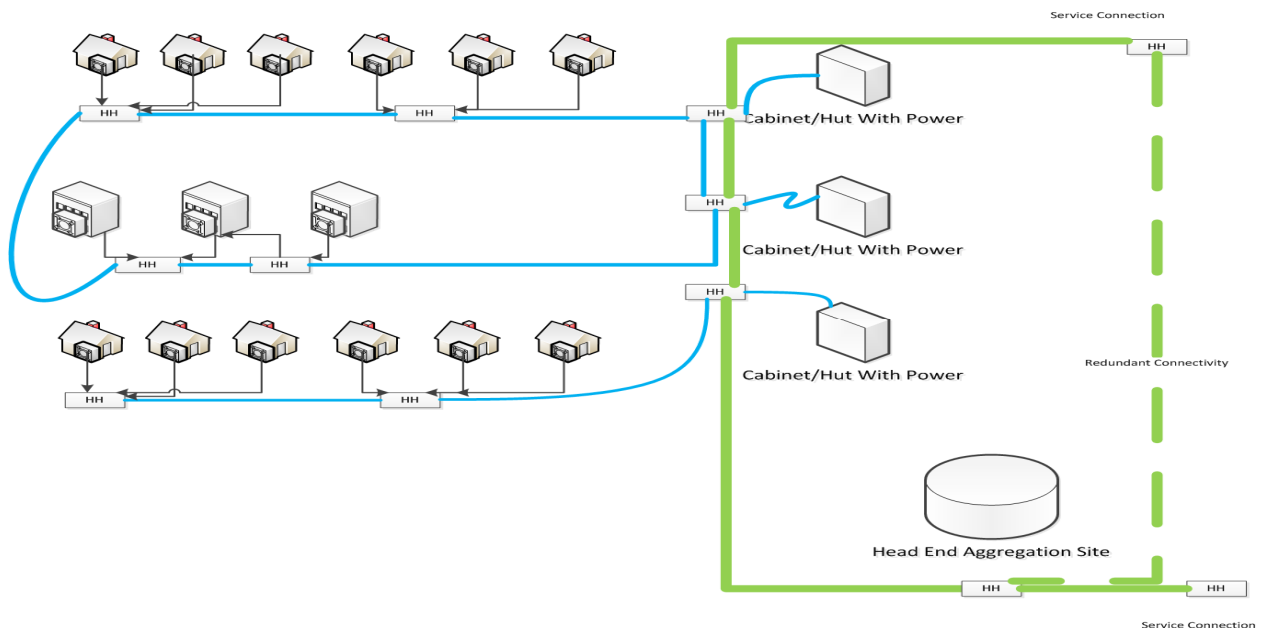
- **WIC (Wall mount Interconnect)** includes installation
 - \$90 each (one per residence – vendor unspecified)
- **Cabinet Hut with Power** including installation and backup power
 - \$19,000 each
 - Aggregation equipment cost is included in metrics however is variable based on neighborhood density

Network Equipment and Ports:

The items listed below is a per unit cost and will appear in each mapping segment in the designed quantities including estimated installation costs.

Class	Model	Ports	Cost
WIC	unspecified	NA	\$90.00
1G Business	Ciena 3916	1	\$2,071.60
10G Business	Ciena 3930	1	\$6,973.14
Aggregation	Ciena 5142	20	\$10,582.50
Head End	Ciena 5160	NA	\$64,346.64

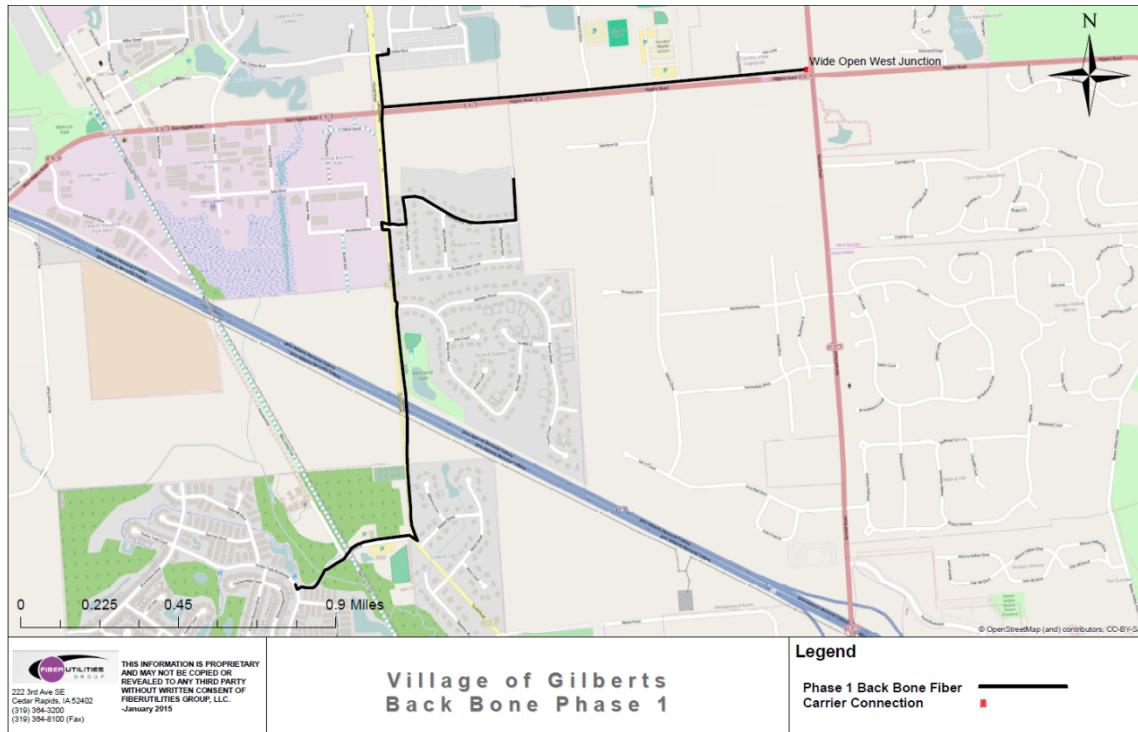
Network Architecture:



Backbone Fiber Routes:

Backbone is not a cost component for village bonding

- **Phase 1 Backbone**

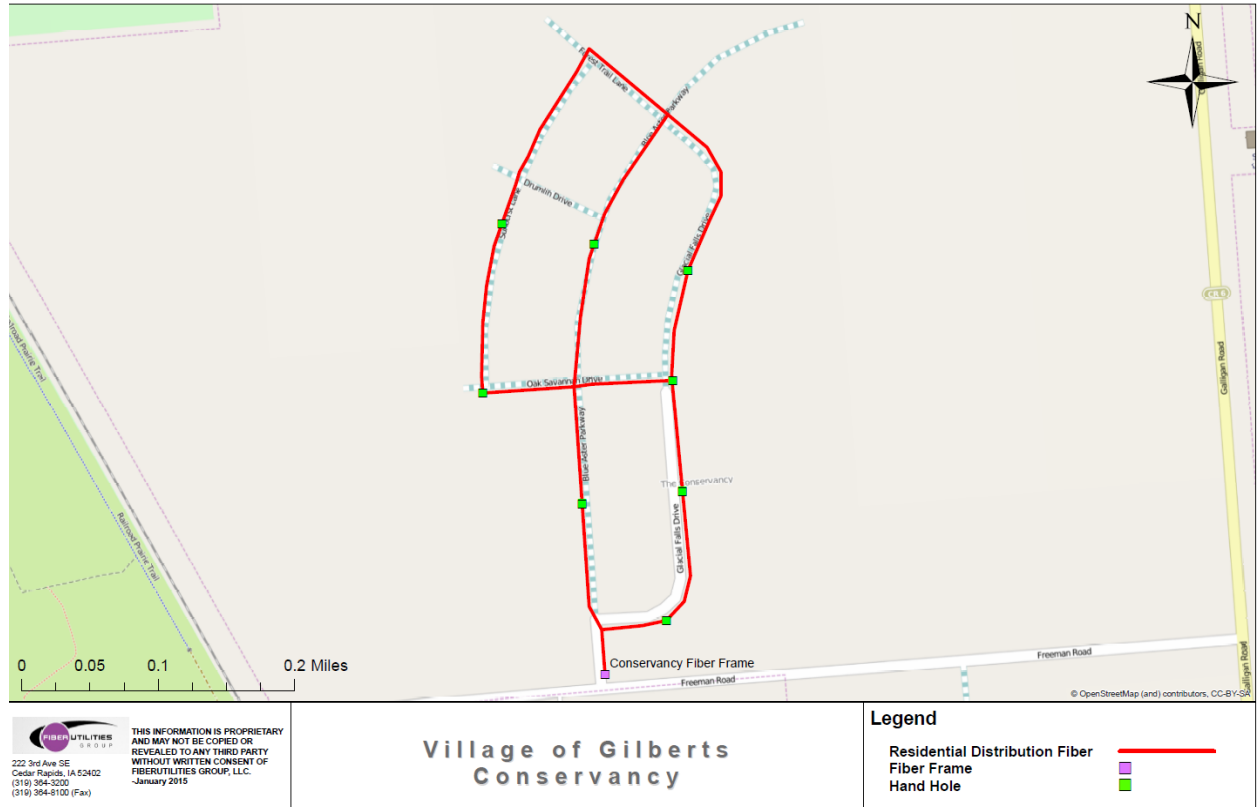


- **Phase 2 Backbone**



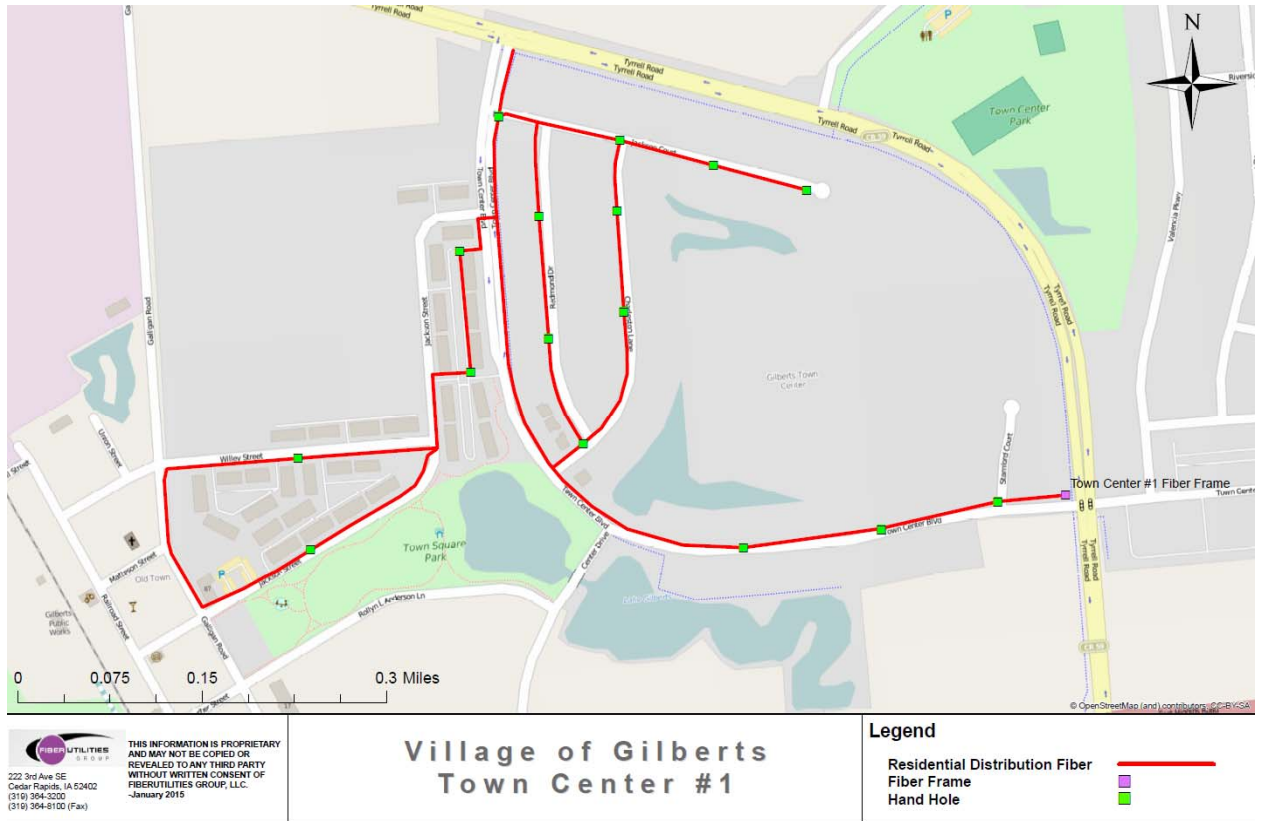
Distribution Fiber Routes – High Level Construction and Component Cost Estimates (by neighborhood):

- Conservancy



Conservancy	
Include In Calc	Y
Distribution Footage	7111
Handhole Count	9
Home Count	123
Average Drop	191
Drop Correction	82.59
Drop Feet	10158.57
Drop Total	\$ 24,888.50
Distribution Fiber Cost	\$ 78,872.37
Handhole Cost	\$ 14,400.00
WIC	\$ 11,070.00
Distribution Electronics Count	7
Distribution Electronics Cost	\$ 74,077.50
Cabinets	1
Cabinet Costs	\$ 19,000.00
Neighborhood Costs	\$ 222,308.37

- **Town Center 1**



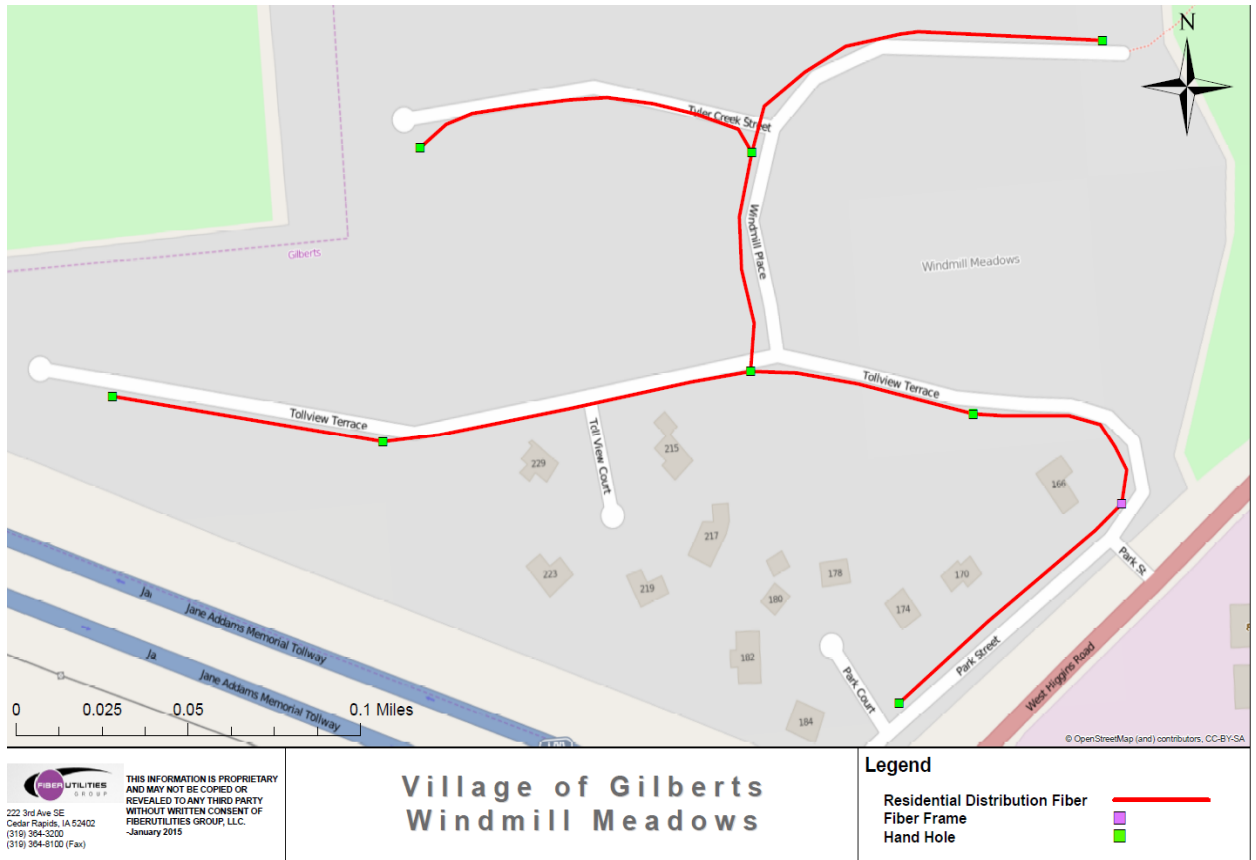
Town Center #1	
Include In Calc	Y
Distribution Footage	12428
Handhole Count	16
Home Count	185
Average Drop	191
Drop Correction	95.97
Drop Feet	17754.29
Drop Total	\$ 43,498.00
Distribution Fiber Cost	\$ 150,224.69
Handhole Cost	\$ 25,600.00
WIC	\$ 16,650.00
Distribution Electronics Count	10
Distribution Electronics Cost	\$ 105,825.00
Cabinets	1
Cabinet Costs	\$ 19,000.00
	0
Neighborhood Costs	\$ 360,797.69

- **Town Center 2**



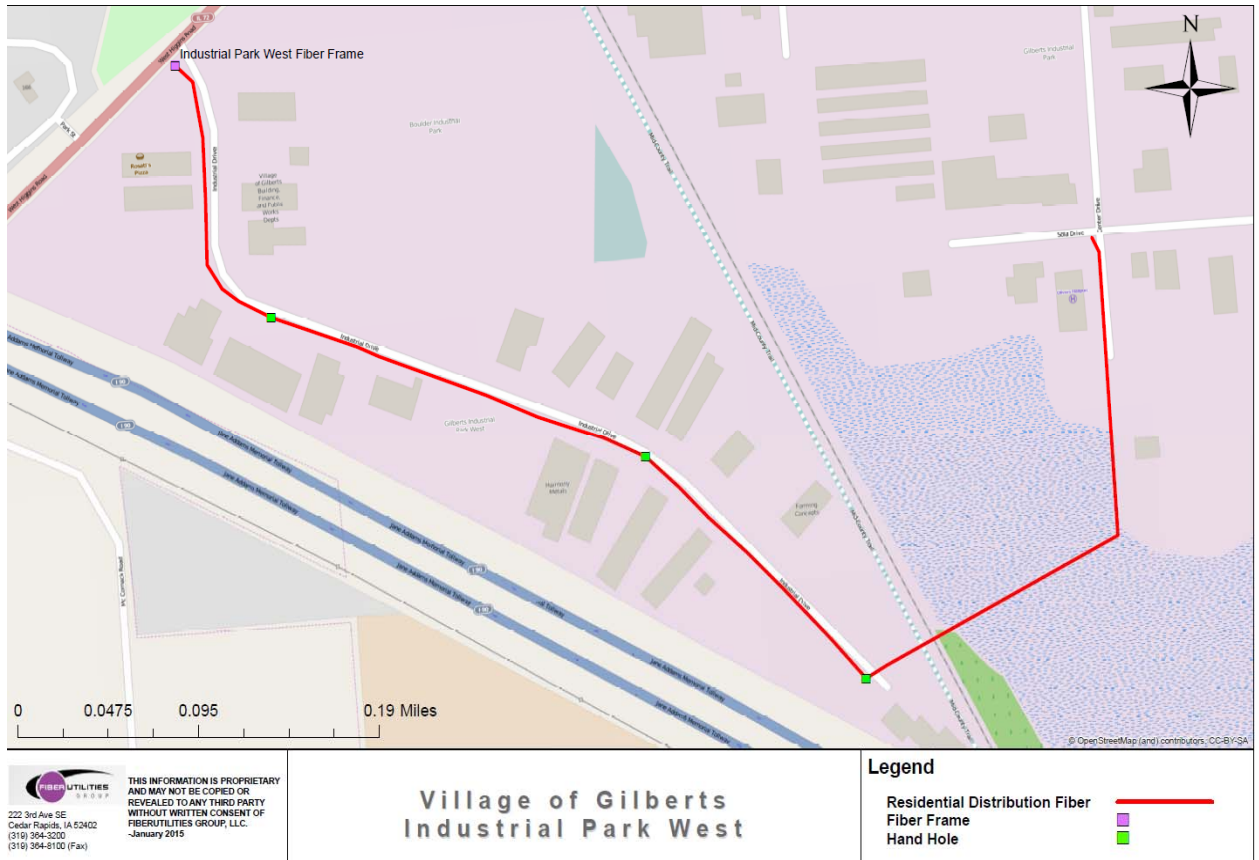
Town Center #2	
Include In Calc	Y
Distribution Footage	14009
Handhole Count	14
Home Count	89
Average Drop	191
Drop Correction	224.86
Drop Feet	20012.86
Drop Total	\$ 49,031.50
Distribution Fiber Cost	\$ 147,010.45
Handhole Cost	\$ 22,400.00
WIC	\$ 8,010.00
Distribution Electronics Count	5
Distribution Electronics Cost	\$ 52,912.50
Cabinets	1
Cabinet Costs	\$ 19,000.00
	0
Neighborhood Costs	\$ 298,364.45

- Windmill Meadows



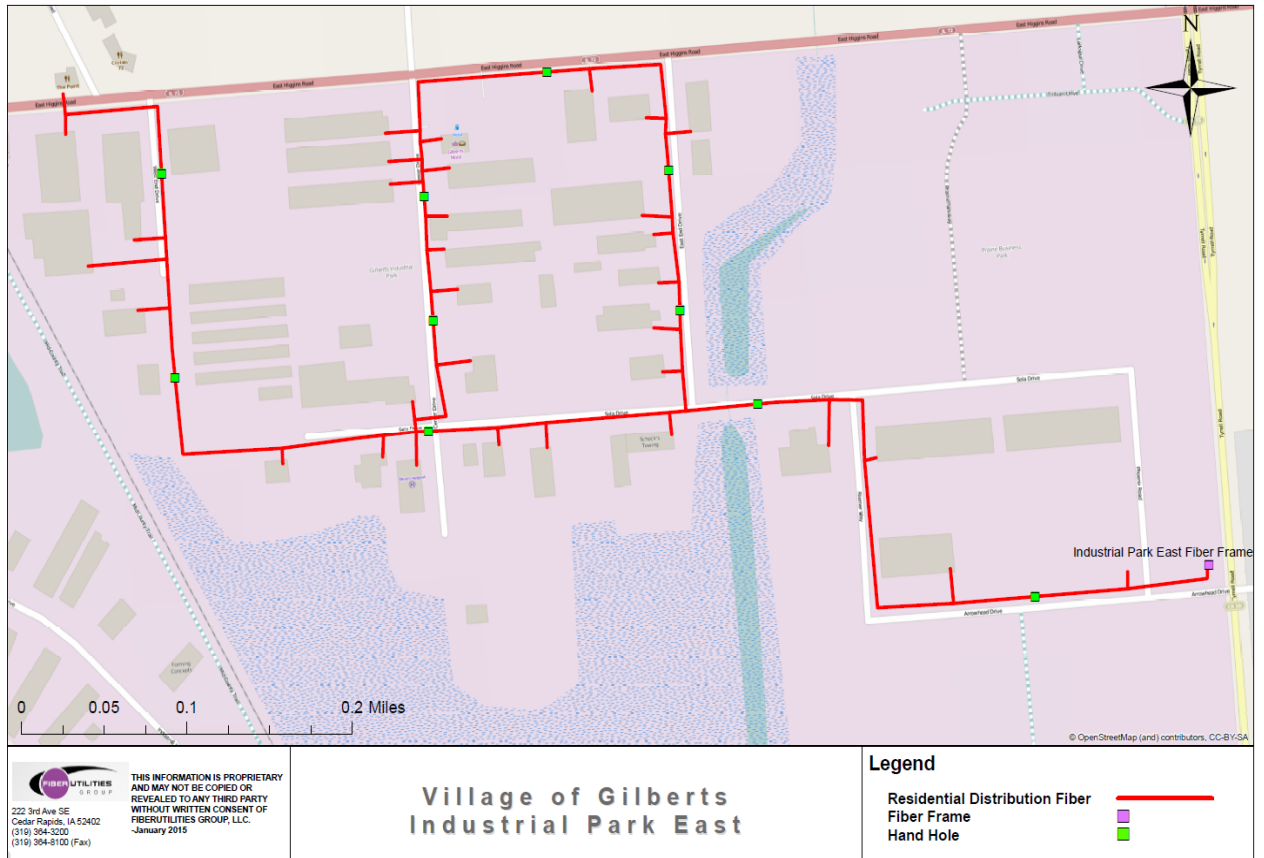
Windmill Meadows	
Include In Calc	Y
Distribution Footage	3590
Handhole Count	8
Home Count	60
Average Drop	191
Drop Correction	85.48
Drop Feet	5128.57
Drop Total	\$ 12,565.00
Distribution Fiber Cost	\$ 35,885.64
Handhole Cost	\$ 12,800.00
WIC	\$ 5,400.00
Distribution Electronics Count	3
Distribution Electronics Cost	\$ 31,747.50
Cabinets	1
Cabinet Costs	\$ 19,000.00
	0
Neighborhood Costs	\$ 117,398.14

- **Gilberts Industrial Park West**



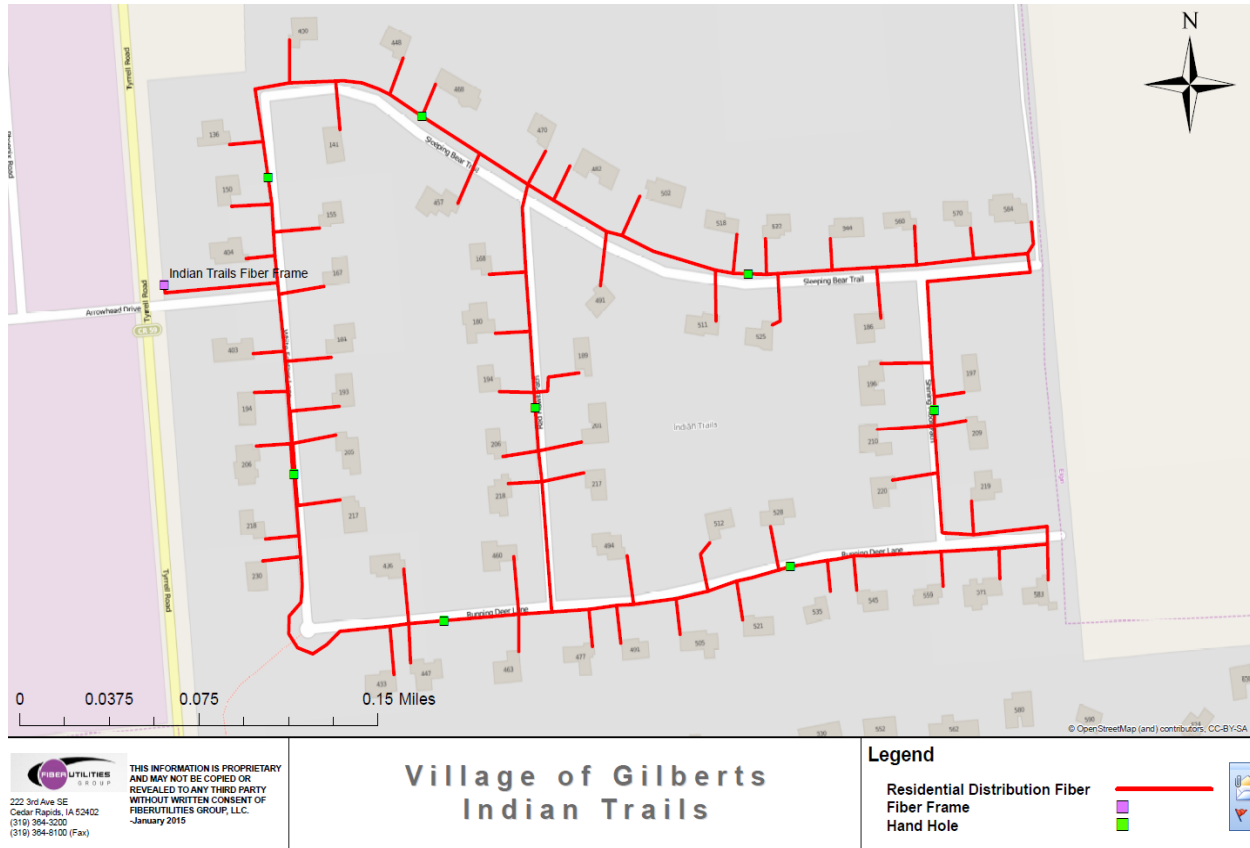
Gilberts Industrial Park West	
Include In Calc	Y
Distribution Footage	2560
Handhole Count	3
Home Count	21
Average Drop	191
Drop Correction	174.15
Drop Feet	3657.14
Drop Total	\$ 8,960.00
Distribution Fiber Cost	\$ 24,059.90
Handhole Cost	\$ 4,800.00
WIC	\$ 1,890.00
Distribution Electronics Count	2
Distribution Electronics Cost	\$ 21,165.00
Cabinets	1
Cabinet Costs	\$ 19,000.00
	0
Neighborhood Costs	\$ 79,874.90

- **Gilberts Industrial Park East**



Gilberts Industrial Park East	
Include In Calc	Y
Distribution Footage	10905
Handhole Count	10
Home Count	35
Average Drop	191
Drop Correction	445.10
Drop Feet	15578.57
Drop Total	\$ 38,167.50
Distribution Fiber Cost	\$ 104,661.83
Handhole Cost	\$ 16,000.00
WIC	\$ 3,150.00
Distribution Electronics Count	2
Distribution Electronics Cost	\$ 21,165.00
Cabinets	1
Cabinet Costs	\$ 19,000.00
	0
Neighborhood Costs	\$ 202,144.33

- Indian Trails



Indian Trails	
Include In Calc	Y
Distribution Footage	6634
Handhole Count	8
Home Count	63
Average Drop	191
Drop Correction	150.43
Drop Feet	9477.14
Drop Total	\$ 23,219.00
Distribution Fiber Cost	\$ 66,974.21
Handhole Cost	\$ 12,800.00
WIC	\$ 5,670.00
Distribution Electronics Count	4
Distribution Electronics Cost	\$ 42,330.00
Cabinets	1
Cabinet Costs	\$ 19,000.00
	0
Neighborhood Costs	\$ 169,993.21

- **Dunhill Estates**



Dunhill Estates	
Include In Calc	Y
Distribution Footage	8176
Handhole Count	21
Home Count	133
Average Drop	191
Drop Correction	87.82
Drop Feet	11680.00
Drop Total	\$ 28,616.00
Distribution Fiber Cost	\$ 92,313.58
Handhole Cost	\$ 33,600.00
WIC	\$ 11,970.00
Distribution Electronics Count	7
Distribution Electronics Cost	\$ 74,077.50
Cabinets	1
Cabinet Costs	\$ 19,000.00
	0
Neighborhood Costs	\$ 259,577.08

- **Gilberts Glen / Woodland Meadows**



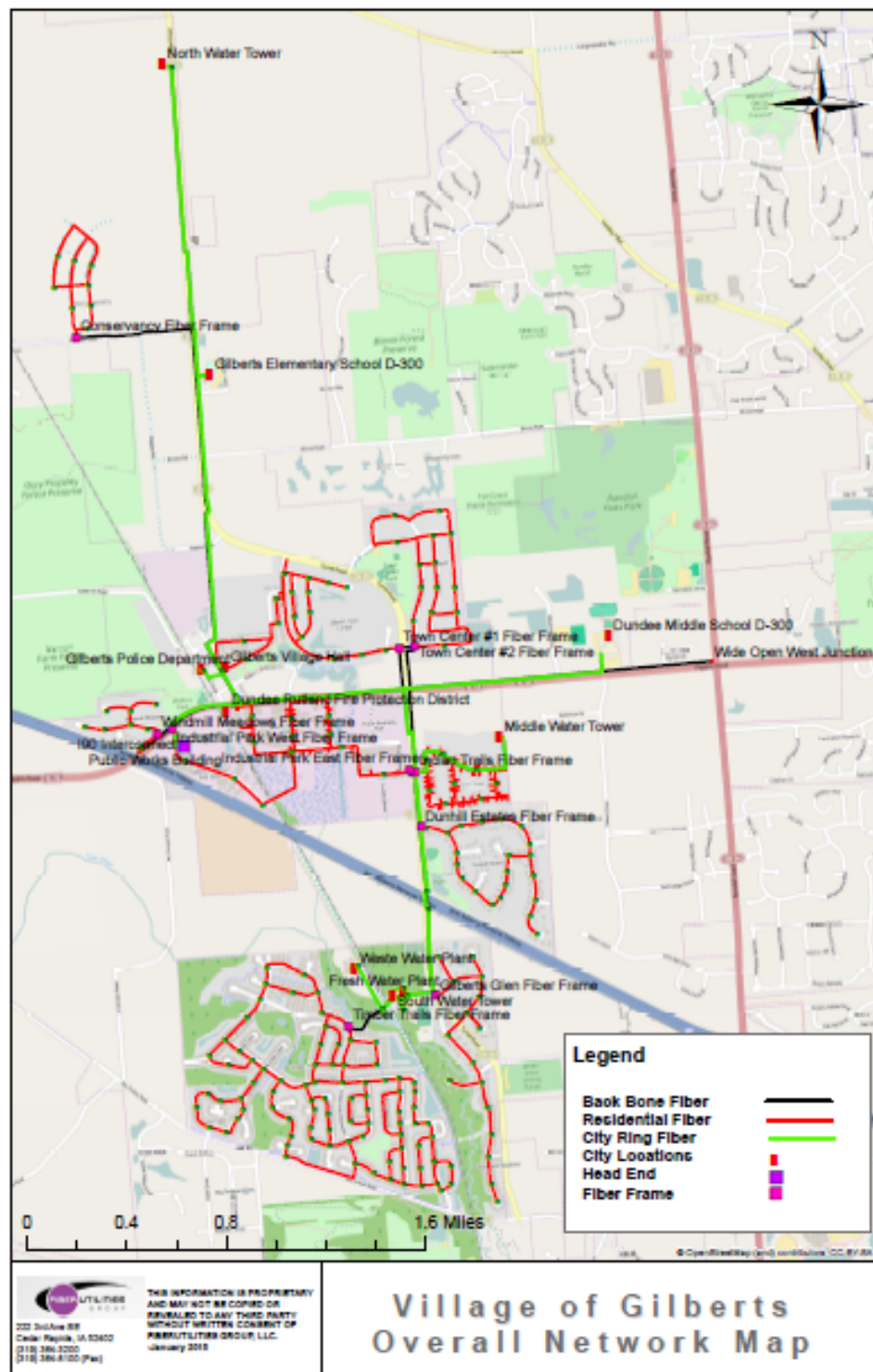
Gilberts Glen	
Include In Calc	Y
Distribution Footage	8660
Handhole Count	17
Home Count	137
Average Drop	191
Drop Correction	90.30
Drop Feet	12371.43
Drop Total	\$ 30,310.00
Distribution Fiber Cost	\$ 97,778.33
Handhole Cost	\$ 27,200.00
WIC	\$ 12,330.00
Distribution Electronics Count	7
Distribution Electronics Cost	\$ 74,077.50
Cabinets	1
Cabinet Costs	\$ 19,000.00
	0
Neighborhood Costs	\$ 260,695.83

- Timber Trails



Timber Trails	
Include In Calc	Y
Distribution Footage	43149
Handhole Count	85
Home Count	1361
Average Drop	191
Drop Correction	55.00
Drop Feet	74855.00
Drop Total	\$ 183,394.75
Distribution Fiber Cost	\$ 543,056.05
Handhole Cost	\$ 136,000.00
WIC	\$ 122,490.00
Distribution Electronics Count	69
Distribution Electronics Cost	\$ 730,192.50
Cabinets	4
Cabinet Costs	\$ 76,000.00
	0
Neighborhood Costs	\$ 1,791,133.30

- Village of Gilberts aggregate view



Gilberts Project Summary

Distribution Footage	117222
Handhole Count	191
Home Count	2207
Average Drop	191
Drop Correction	149
Drop Feet	180674
Drop Total	\$ 442,650.25
Distribution Fiber Cost	\$ 1,495,552.11
Handhole Cost	\$ 305,600.00
WIC	\$ 198,630.00
Distribution Electronics Count	116
Distribution Electronics Cost	\$ 1,227,570.00
Cabinets	13
Cabinet Costs	\$ 247,000.00
Neighborhood Total	\$ 3,917,002.36
Backbone Footage Phase 1	19619
Backbone Footage Phase 2	24817
Backbone Cost	\$ -
Service Delivery Unit	\$ 1,665,115.29
Headend	\$ 663,466.40
Core Costs	\$ 2,328,581.69
Project Construction	\$ 6,245,584.05
Fiber Engineering Estimate	\$ 223,421.68
Engineering	\$ 62,455.84
Project Planning and Execution	\$ 624,558.40
Project Total	\$ 7,156,019.97
Village Investment	\$ 3,917,002.36
Private Investment	\$ 3,239,017.61

Other Estimated Costs to be Added to Aggregate View:

- City ring entrance fiber and equipment cost for 10 buildings
 - Ciena equipment \$15,000 per site X 10 sites = \$150,000
 - Entrance fiber lateral and building entrance /FDP/termination \$6,000 per site X 10 sites = \$60,000
 - Site Make Ready – rack/power elements/installation \$4,000 per site X 10 sites = \$40,000

Project Engineering and Project Management are included in aggregate view and include the following:

- Project Engineering
 - Design and cost optimization
 - Splice design
- Project Management
 - RFP / bid management / compliance
 - Inventory management
 - Construction oversight
 - OSP testing
 - Equipment turn up and testing
 - Accounting and reconciliation functions
 - Redlines and database documentation functions
 - Service provider coordination

Fiber to the Home Facts: (sourced from Princeton Broadband MLP – a municipal broadband governing body of Princeton MA and Broadband Communities / FTTH Council)

What is *Fiber to the Home*?

Fiber to the Home is the delivery of a communications signal over optical fiber from the operator's switching equipment all the way to a home or business, thereby replacing existing copper infrastructure such as telephone wires or coaxial cable. Fiber to the premise provides vastly higher bandwidth, thereby enabling more robust video, Internet and voice services. Optical fiber is a hair-thin strand of glass, specially designed to trap and transmit light pulses. The fiber uses light instead of electricity to carry signals for television, telephone, and Internet applications. Fiber is unique because it can carry high bandwidth signals over long distances without signal degradation, and it can provide those signals simultaneously in both directions – upload and download. Copper media can also carry high bandwidth, but only for a few hundred yards – after which the signal begins to degrade and bandwidth narrows. Fiber is better able to support up-stream bandwidth – that is, from the user out to the network. High upstream bandwidth is important for video communication and for many business applications. Cable and DSL systems can download much faster than they can upload information. Optical fiber has long been the backbone of worldwide networks. It's decreasing cost, together with increasing demand for bandwidth, make fiber the most advantageous, cost effective medium for telecommunication services at all levels, including directly to the end user. There are no known disadvantages to fiber optic networks. While cable modems generally provide transmission speeds of anywhere between five and 50 megabits per second on the download (and are generally much slower when uploading), fiber optic technology can provide two-way transmission speeds of 1 gigabit or more per second.

What is the impact of broadband *Fiber to the Home* internet on home values and rental properties?

Fiber to the Home adds value to properties. ***Fiber connections make homes easier to sell and to rent.*** In 2010, two national surveys of broadband subscribers compared usage patterns and attitudes among and between Fiber to the Home subscribers and those who receive their broadband access services over other technologies. Respondents were given a list of five real estate amenities and asked to rate their perception of the importance of those amenities in a housing development. ***Internet from a direct fiber optic line beat other amenities such as green spaces, security patrols, community parks and fitness centers.*** 71% of non-fiber users and 82% of current fiber users said Internet from a fiber optic line would be an important factor

in purchasing a new home. Reports from local rental agencies and landlords in Leverett say similar market advantages accrue to rental properties. ***Homes without broadband access are increasingly harder to sell or rent.***

Why do we need all that bandwidth? Aren't DSL systems good enough for what most people want to do?

This is the age of video over Internet. Increasingly, consumers are using their Internet connections to view television programs from content providers like Netflix, Hulu, AppleTV, and Amazon, in addition to the growing number of websites that provide video in some form. Over the past several years, since the introduction of YouTube, video has taken the largest share of total Internet traffic. One high definition movie takes up as much bandwidth as 35,000 web pages.

In the meantime, a growing number of companies are offering “software as service” – meaning you subscribe to applications on the network rather than install them on your own computer. These “cloud computing” applications are now available for word processing, emailing, automated remote file backup, and a host of business and personal services. All of these applications—and others in development, such as telemedicine, distance learning, and telecommuting—require much greater bandwidth than what is generally available from DSL, WIMAX (PMLDnet), and even cable providers. Moreover, there is no indication that cable and DSL will ever be able to match *Fiber to the Home* capabilities with regard to symmetrical bandwidth—upload speeds that match download speeds. In user-generated content (such as remote monitoring, video uploading, and ‘cloud computing’), upload capabilities are critical. DSL and WIMAX services have struggled to keep with growing demand for bandwidth.

What is the cost for services over a *Fiber to the Home* network?

National surveys have shown that *Fiber to the Home* subscribers pay providers approximately the same for Internet, voice and video services as do customers of DSL, WIMAX, and cable providers, but that Fiber to the Home subscribers pay less per megabit of bandwidth. In addition, surveys conducted by *Consumer Reports* magazine and by the Fiber-to-the-Home Council have shown that subscribers of fiber services show considerably higher satisfaction rates than subscribers of DSL and cable services.

I've heard that wireless technologies like satellite, WiFi and WiMAX can deliver the same kind of service as fiber to the premise without having to go through the trouble of installing new wires into homes. Is this true?

No. Wireless broadband is subject to spectrum availability—the cost of which limits the bandwidth, and hence the applications it can provide. A number of subscribers share a wireless spectrum allocation, and the data transfer rate decreases with distance and obstructions

between the transmitter and receiver. Moreover, the average available bandwidth of the shared channel is considerably lower than the peak rate available to subscribers near the base station. These wireless technologies cannot deliver high definition television—in fact, they have trouble delivering standard television. And HDTV is only one of many high-broadband applications. Wireless is, however, a useful mobile technology adjunct to *Fiber to the Home*. In fact, given that wireless access points and cell sites require fiber connections for ‘next generation’ uses, wireless service can be considered an application on a fiber network rather than a separate type of network. A local fiber network that provides FTTP may also provide bandwidth to local wireless providers.

What’s more, satellite offers video, but it cannot offer robust broadband Internet service because of the delay (‘latency’) involved in transmitting signals between the ground and the satellite. If all other signaling delays could be eliminated, it still takes a radio signal about 250 milliseconds (ms), or about a quarter of a second, to travel to the satellite and back to the ground. For an Internet packet, that delay is doubled before a reply is received. That is the theoretical minimum. Factoring in other normal delays from weather and network sources gives a typical connection latency of about 1,000–1,400 ms for the total round-trip. This is far longer than even a dial-up connection, which typically involves 150-200 ms latency. Satellite Internet is not suitable for applications requiring real-time response.

What environmental benefits are provided by *Fiber to the Home*?

Fiber to the Home users in two 2010 national surveys reported working on average one additional day from home each week because of a fiber-based connection to the Internet. According to the respondents, this is based on the speed and reliability of Fiber to the Home. More work from home has implications for environmental sustainability, particularly with regard to the impact of telecommuting on energy consumption, CO₂ emissions, and transportation infrastructure. A 2008 study conducted by PricewaterhouseCoopers predicted that upgrading America’s telecommunications networks to all fiber would deliver environmental benefits that outweigh the costs of deployment in as little as six years. A European network sustainability analysis indicated that telecommuting represents 99% of the main environmental indicators favoring Fiber to the Home. Moreover, the greenhouse gases produced in manufacturing fiber equipment and deploying networks are far lower than for copper networks. And the amount of power needed to run a fiber network is far less than that needed to run a coaxial or copper network. This aids reliability and contributes to sustainability as well.

Will fiber based broadband internet support telemedicine applications?

Yes. *Fiber to the Home* enables telemedicine applications offering instantaneous contact between health professionals and patients, providing remote monitoring, chronic disease management, and responses to emergencies. These technologies can enable the ill and elderly

to live safely and independently at home for longer periods of time and save considerable money. For example, a 2008 pilot project by a Philadelphia senior services provider used a fiber network for remote monitoring. The project enabled 33 residents to move from traditional nursing home care, realizing an annual savings of more than \$1.8 million.

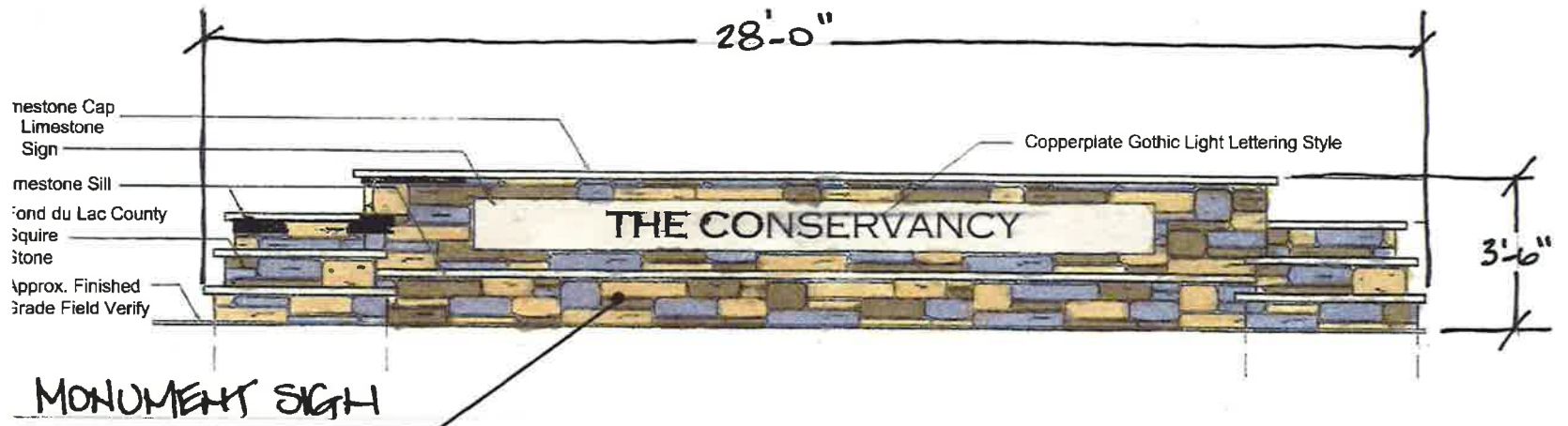
FTTH Generates Jobs

Seven hundred thousand FTTH subscribers operated home based businesses in 2010, adding \$41.6 billion to the U.S. economy in the 12 months ending August 2010 – about \$10 billion of which would have been lost if fiber connections had not been available. To place these figures (conservative estimates by market research firm RVA) in context, 700,000 jobs are more than the entire U.S. economy created in 2010! FTTH access is strongly associated with home businesses, according to RVA data. Doubling the download bitrate of broadband services adds 0.5 percent to the number of broadband customers with a home business. Small businesses also depend on broadband reliability and on upstream speed – both metrics where fiber vastly outpaces other broadband technologies. Larger businesses, too, benefit from fiber connections. In a 2011 Comcast survey, more than three quarters of commercial building owners and managers said access to advanced telecommunications services was an important selling tool for them. In high-rise office buildings, access to advanced communications was the third most important selling point; for the largest property owners, it was tied with location for the most important selling point. Surveys of economic development professionals suggest that businesses often stay where they are even if broadband service is less than optimal – though, of course, they may miss opportunities to grow and thrive. But a business that has to move looks for a location with fast, reliable, affordable broadband – preferably at least 1 Gbps. Thus, communities and commercial buildings without excellent broadband service have difficulty competing for new business.

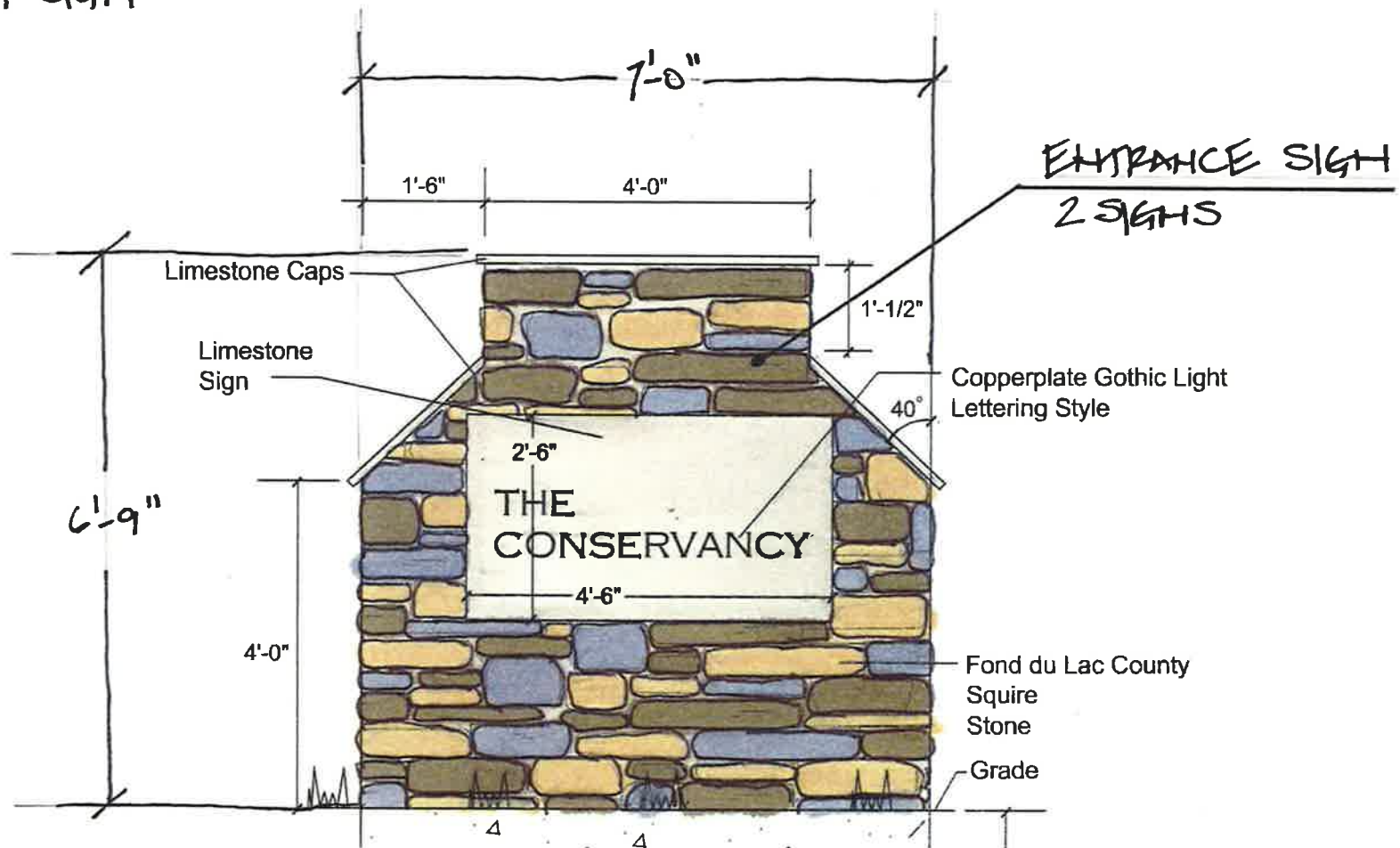
Builders, Real Estate Developers and FTTH

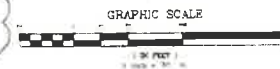
Virtually all large developers of single-family homes and many developers of multiple-dwelling unit (MDU) communities add FTTH to new properties. Many are retrofitting older properties as well. By mid-2006, FTTH was economically viable in new developments with as few as 80 MDU living units or 100 single-family homes. That number has continued to fall based on improvements in deployment technology. FTTH adds value. ***In the mid-2000s, RVA LLC estimated, by surveying home buyers and developers, that FTTH added about \$5,000 to the price of a home. A 2013 survey by the same firm indicated that condo buyers were willing to pay a 2 percent premium for an FTTH connection and renters would pay a 15 percent premium for FTTH.*** The reason fiber adds value: Subscribers were more likely to be very

satisfied with their broadband and video services and much less likely to consider moving from their current homes. MDU property owners and property managers are well aware of the importance of broadband as an amenity – in a 2012 RVA survey, most said superior broadband was an important advantage in terms of marketing, occupancy or tenant satisfaction. About half the respondents said they were interested in installing fiber to the home in new or existing communities – a higher percentage than was even aware of FTTH at the beginning of the survey.

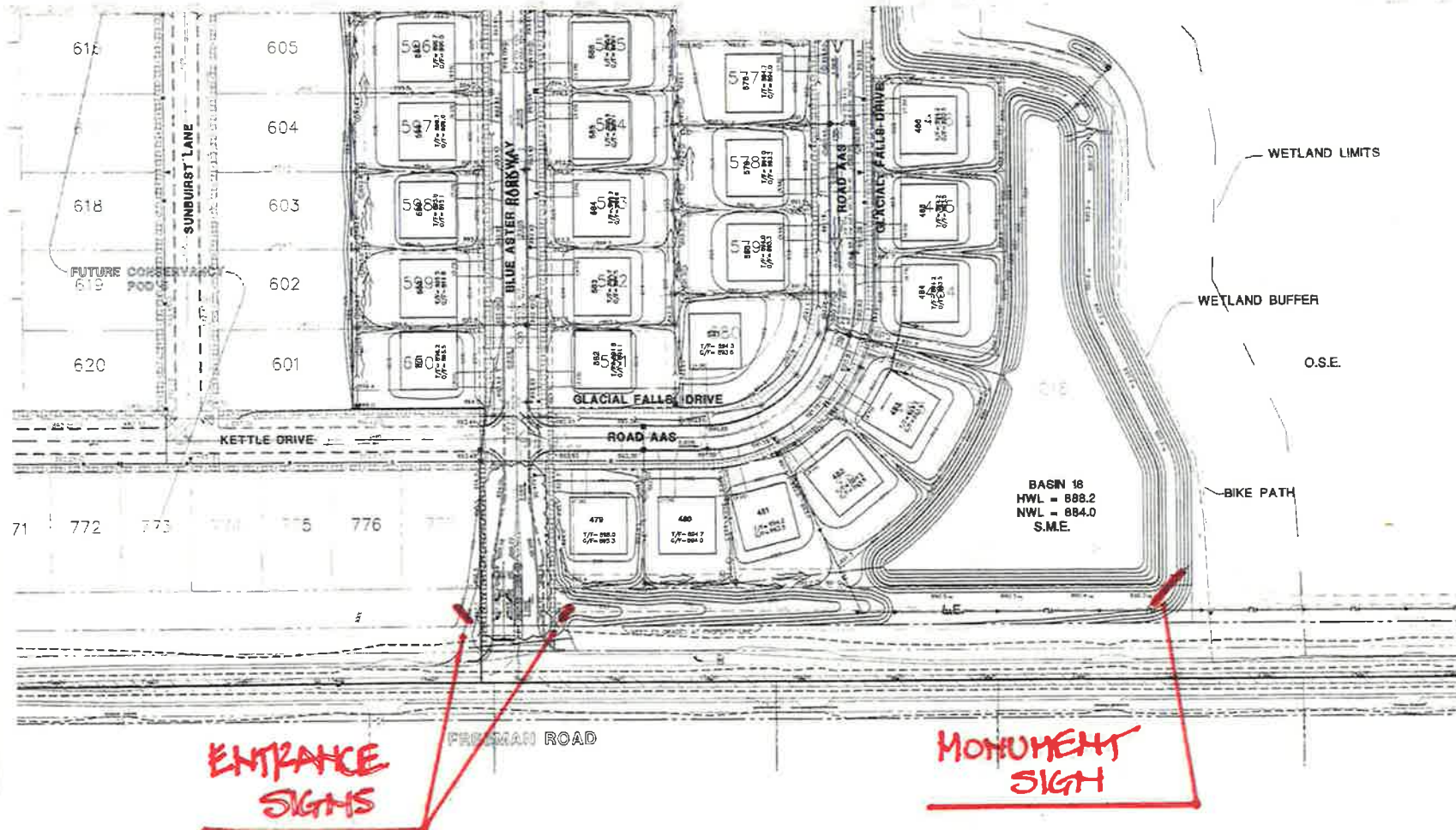


1 SIGN





FOR CONTINUATION SEE SHEET 9



SIGH LOCATION MAP

Manhard Consulting, Ltd.




THE CONSERVANCY - POD 4
VILLAGE OF GILBERTS, ILLINOIS
GRADING PLAN - SECTION A

8 OF 36

23. Signage.

A. The Village agrees to permit at the four (4) model park locations (and the sales trailer) prior to the opening of a model, a community identification sign not to exceed 8 feet by 6 feet; a sales center hours sign not to exceed 4 feet by 6 feet; a visitor parking sign not to exceed 18 inches by 24 inches and required handicap parking signage.

 B. Permanent monument entry signs pursuant to the review and approval of the Village Board at the time of approval of the Final Development Plan in compliance with the Village Sign Ordinance in effect on the date of approval of the Final Plat, shall be permitted at the entrances to the development as set forth on the Final Development Plan.

C. Upon seven (7) calendar days notice to the Village, the Developer shall be allowed to advertise and promote the development through participation in various builders' and builders' association open houses, and participation of the like on such occasion or occasions shall be determined by the Developer, with such temporary signage and other facilities as are customary for advertising and participation. However, such temporary signage and other facilities are limited to a thirty (30) calendar day periods, unless otherwise extended by the Village. No temporary ground advertising signs shall be permitted in the Township, County, State or Municipal Rights-of Way located in the Village for purposes of advertising the Property or other developments in the community.

24. Declaration of Covenants and Restrictions; Property Owners Association.

A. Residential Parcels.

(1) It is agreed between the Parties that all of the Residential Parcels shall be subject to provisions of either a master association or common interest communities property owners' associations and subject to declarations, covenants and restrictions, and the documents creating the same, and the conditions and restrictions imposed by the same shall be subject to the reasonable approval of the Village Attorney to insure compliance with this Agreement and all applicable Village codes and ordinances in effect. The Developer shall establish a seven (7) member advisory association or advisory property owners' association at such time when 60% of the residential units are owned by individual homeowners. The Developer shall establish a master association or property owners' association not later than the time at which 80% of the residential units are owned by individual homeowners. It is further agreed between the Parties, that the Property shall be subject to a Declaration of Covenants, Conditions and Restrictions ("Declaration"), which will be recorded on the portion of the Property covered by Final Plat. The Declaration shall provide that fences may not be installed within the forty (40) foot landscape buffer, depicted on the Preliminary Site Plan along Galligan Road and Freeman Road, if said buffer is located within easements on residential lots. The Declaration shall provide uniform standards for fence design.