


# 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 14-15

**TO:** President Rick Zirk  
Board of Trustees

**FROM:** Ray Keller, Village Administrator 

**DATE:** February 20, 2015

**RE:** Village Board Meeting – February 24, 2015

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The following summary discusses the agenda items for the Village Board meeting scheduled for February 24, 2015:

1. **CALL TO ORDER**
2. **ROLL CALL / ESTABLISH QUORUM**
3. **PUBLIC COMMENT**
4. **CONSENT AGENDA**

*Any item may be removed from the consent agenda by request.*

**A. Motion to approve Minutes from the February 3, 2015 Village Board Meeting**

Staff recommend approval of the minutes from the February 3 Village Board meeting, which were reviewed and added to the consent agenda at the February 10 meeting. Please contact Village Clerk Debra Meadows prior to the meeting with any corrections or questions.

**B. Motion to approve Minutes from the February 10, 2015 Special Village Board Meeting**

Staff recommend approval of the enclosed minutes from the February 10 Special Village Board meeting. Please contact Village Clerk Debra Meadows prior to the meeting with any corrections or questions.

**C. Motion to approve the January 2015 Treasurer's Report**

Staff recommend approval of the Treasurer's report for January 2015, which was reviewed and added to the consent agenda at the February 10 meeting. Please contact me or Finance Director Blocker prior to the meeting if you have any questions or need more detailed information.

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

**D. Motion to approve Bills & Salaries dated February 20, 2015**

Please refer to the enclosed spreadsheet, which lists the bills to be approved. Staff recommend approval. If you need additional information about any of these bills, please contact me or Finance Director Marlene Blocker prior to the meeting.

**E. Motion to approve Resolution 07-2015, a Resolution authorizing a professional service agreement between the Village of Gilberts and Current Technologies to provide IT services**

Staff recommend approval of the resolution renewing the Village's contract with Current Technologies Corporation (CTC) for IT services. The Village retained CTC in December 2013 at the conclusion of a request for proposal process for IT support services. CTC will continue to charge an hourly rate of \$120.00, billed to the quarter-hour. The agreement would extend the relationship through December 31, 2015. The resolution was reviewed and added to the consent agenda at the February 10 meeting. Please contact Assistant Administrator Bill Beith with any questions or requests for supplemental information.

**F. Motion to approve Resolution 08-2015, a Resolution authorizing participation in State of Illinois Federal Surplus Property Program**

Approval of this resolution authorizes the Village's continuing participation in the Federal Surplus Property Program, which makes surplus equipment, vehicles and other items available at reduced cost to the Village through the State of Illinois. This annual resolution is a housekeeping item; approval does not commit the Village to purchase anything but allows the Village to participate if it so chooses. Staff recommend approval. Please contact Village Clerk Debra Meadows or Police Chief Lou Rossi with any questions.

**G. Motion to approve Resolution 09-2015, a Resolution authorizing a purchase agreement between the Village of Gilberts and Currie Motors for one Ford Utility Police Interceptor**

Staff recommend approval of the resolution authorizing the purchase of a Ford Utility Police Interceptor from Currie Motors of Frankfort, IL for the amount of \$25,982. The Police Department is requesting the Utility Interceptor to replace a 2009 Chevrolet Impala with over 98,435 miles. The contract price was secured through the Northwest Municipal Conference's Suburban Purchasing Cooperative. The purchase agreement was reviewed and added to the consent agenda at the February 10 meeting. Please contact me or Police Chief Lou Rossi with any questions or requests for supplemental information that may be needed at the meeting.

**H. Motion to approve Resolution 10-2015, a Resolution authorizing a purchase agreement between the Village of Gilberts and Bob Ridings Fleet Sales for one Ford F350 Public Works Truck**

Staff recommend approval of the resolution authorizing the purchase of a 2015 Ford F350 truck from Bob Ridings Fleet Sales of Springfield, IL for the amount of \$38,539. The Public Works Department is requesting the replacement of a 2005 Ford F350 truck (G-1 with plow) with over 71,000 miles. The contract price was secured through the State of Illinois vehicle purchasing contract. The purchase agreement was reviewed and added to the consent agenda at the February 10 meeting. Please contact

me or Public Works Coordinator John Swedberg with any questions or requests for supplemental information that may be needed at the meeting.

## **5. ITEM FOR APPROVAL**

### **A. Motion to approve Resolution 11-2015, a Resolution ratifying an Electric Service Agreement between the Village of Gilberts and Dynergy Energy Services**

Approval of this resolution ratifies a contract with Dynergy Energy Services for electricity for the Village's water/wastewater plants and streetlights. As established by Resolution 02-2012, the Village Administrator is authorized to solicit bids for electricity through the Northern Illinois Municipal Electric Collaborative (NIMEC). Because the bidding process yields time-sensitive proposals that expire after a 24-hour review period, the price and contract term are selected by Staff and then submitted for ratification by the Village Board.

Through NIMEC's process, each municipality received one- and two-year proposals from three bidders. Dynergy was the lowest bidder at 5.21 cents/kilowatt hour for a two-year term or 5.34 cents/kWh for a one-year term. The two-year rate constitutes a 26% increase over the expiring three-year contract rate of 4.15 cents/kWh, which Staff will include in FY 2016 budget proposal. NIMEC has suggested that energy pricing will continue to trend upward as it has over the past year, prompting Staff to lock in the lower two-year rate.

Staff recommend approval of the resolution. Please contact me or Finance Director Marlene Blocker with any questions or requests for supplemental information that may be needed at the meeting.

## **6. ITEMS FOR DISCUSSION**

### **A. Resolution 12-2015, a Resolution waiving collection of the Hill-Newby Recapture Agreement and authorizing the nonresidential water connection program**

Staff request the Board's review of the provided resolution encouraging nonresidential properties to connect to the Village's potable water system by waiving repayment of a recapture agreement and allowing installment payments on water capital connection fees.

In 2011, the Village paid \$148,454 in principal and interest to buy out a 2007 recapture agreement that paid for extending a water main to the industrial park on the south side of Higgins Road. The recapture agreement, with the interest capped as of 2011, calls for 36 properties to pay \$3,258 for their shares of the recapture agreement. Three other properties that were immediately adjacent to the water main owe \$10,385 each.

With the extension of the water main loop along Center and Sola Drives to connect with the Higgins Road main, more properties are expressing interest in connecting to the Village's water system. However, property owners have indicated that the total costs of installing the water service, accompanying engineering inspections, the recapture cost and the water capital connection fee (\$4,200 for a 4-inch connection or \$6,825 for a 6-inch connection) are deterring them from making the investment.

As the TIF district was established in 2008 to help pay for water, sewer and road improvements in the industrial park area, waiving the recapture fee outright would be

consistent with that intent. Reducing the upfront cost of connecting the Village's potable water system by \$3,258 (or \$10,385 for three properties) represents a significant commitment to improving water quality and fire protection throughout the industrial park area. To pay the recapture agreement, the Village used \$48,454 from the water enterprise fund to supplement the \$100,000 in TIF funds that were available at that time. Staff suggest using future year's TIF revenue to repay the \$48,454 to the water fund as funds become available overtime.

Staff recommend against waiving the water connection fee, which was established as reimbursement for the capital costs incurred to bring the water plant, wells, etc. online. The Village presently saves connection fees for major capital repairs or improvements. Because these funds are not immediately needed, Staff suggest allowing property owners to pay the connection fee in installments collected through the regular water bills over a three-year period. The unpaid connection fee would be secured against nonpayment through late fees, shutoffs and/or liens against the property, as with any other water customer. The Village could also offer an installment plan for connection fees to other nonresidential properties, as it is not dependent on being within the TIF district boundary.

With the Board's direction, Staff will prepare the resolution for approval at the March 3 meeting. Please contact me with any questions or requests for supplemental information that may be needed at the meeting.

**B. Staffing Plan Update**

Staff will discuss newjob classifications and descriptions for positions assigned to the water/wastewater utility operations. Due to their length, the draft documents will be provided with a supplemental report. Please contact me with any questions.

**7. STAFF REPORTS**

Staff will provide any updates at the meeting.

**8. BOARD OF TRUSTEES REPORTS**

**9. PRESIDENT'S REPORT**

**10. EXECUTIVE SESSION**

Staff request an executive session to discuss current litigation. Staff advise motioning to adjourn to executive session with business to follow.

**11. ITEM FOR APPROVAL**

**A. Motion to approve a settlement of the Gilberts v. Copenhaver litigation in accordance with the terms discussed in executive session and direct the Village Attorney to present a consent order to the circuit court for approval**

The Village Attorney will execute the Board's directions regarding the potential resolution of the Copenhaver litigation. Please contact me or Village Attorney Julie Tappendorf with any questions.

**12. ADJOURNMENT**

**Village Board of Trustees**  
**Meeting Agenda**  
**Village of Gilberts**  
**87 GALLIGAN ROAD,**  
**GILBERTS, ILLINOIS 60136**  
**February 24, 2015**  
**7:00 P.M.**  
**A G E N D A**

**ORDER OF BUSINESS**

**1. CALL TO ORDER / PLEDGE OF ALLEGIANCE**

**2. ROLL CALL / ESTABLISH QUORUM**

**3. PUBLIC COMMENT**

**4. CONSENT AGENDA**

- A. A Motion to approve Minutes from the February 3, 2015 Village Board Meeting
- B. A Motion to approve Minutes from the February 10, 2015 Special Village Board Meeting
- C. A Motion to approve January 2015 Treasurer's Report
- D. A Motion to approve Bills & Salaries dated February 24, 2015
- E. A Motion to approve Resolution 07-2015, a Resolution authorizing a Professional Service agreement between the Village of Gilberts and Current Technologies to provide IT services
- F. A Motion to approve Resolution 08-2015, a Resolution for participation in State of Illinois Federal Surplus Property Program
- G. A Motion to approve Resolution 09-2015, a Resolution authorizing a purchase agreement between the Village of Gilberts and Currie Motors for one Ford Utility Police Interceptor
- H. A Motion to approve Resolution 10-2015, a Resolution authorizing a purchase agreement between the Village of Gilberts and Bob Ridings Fleet Sales for one F350 Public Works Truck

**5. ITEM FOR APPROVAL**

- A. A Motion to approve Resolution 11-2015, a Resolution ratifying an Electric Service Agreement between the Village of Gilberts and Dynergy Energy Services

**6. ITEMS FOR DISCUSSION**

- A. Resolution 12-2015, a Resolution waiving collection of the Hill-Newby Recapture Agreement and authorizing the nonresidential water connection program
- B. Staffing Plan Update

**7. STAFF REPORTS**

**8. BOARD OF TRUSTEES REPORTS**

**9. PRESIDENT'S REPORT**

**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 102/2 (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. ITEM FOR APPROVAL**

- A. A Motion to approve a settlement of the Gilberts v. Copenhagen litigation in accordance with the terms discussed in executive session and direct the Village Attorney to present a consent order to the circuit court for approval

**12. ADJOURNMENT**

**Audience Participation**

Anyone indicating a desire to speak during Public Comments portion of the Village Board Meeting will be acknowledged by the Village President. All remarks are to be addressed to the Village President and Board of Trustees as a whole, not to any specific person(s). Interrogation of the Village Staff, Village President, Village Board or any other negative comments will not be allowed at this time. Personal invectives against Village Staff or Elected Officials are not permitted.

To ensure that everyone who wishes to speak has the opportunity to do so, please limit your comments to five minutes. Additional time may be granted at the discretion of the Village President.

If you have written comments, please provide a copy to the Village President. If there are a number of individuals present to speak on the same topic, please designate a spokesperson that can summarize the issue.

During Public Comments, the Village President, Trustees and Staff will listen to comments and will not engage in discussion. The Village President or Trustees may ask questions to better understand your concern, suggestion or request. Please direct any personnel concerns to the Village Administrator before or after the meeting.

"The Village of Gilberts complies with the Americans Disabilities Act (ADA). For accessibility Assistance, please contact the Village Clerk at the Village Hall, telephone number is 847-428-2861". Assistive services will be provided upon request.

Village of Gilberts  
87 Galligan Road  
Gilberts, IL 60136  
Village Board  
Meeting Minutes  
February 3, 2015

NOT APPROVED MINUTES

**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: Trustees Mierisch, Zambetti, Farrell and President Zirk. 3-absent: Trustees Corbett, LeClercq and Hacker. Others present: Administrator Keller, Assistant Administrator Beith, Chief of Police Rossi and Village Clerk Meadows. For members of the audience please see the attached copy of the sign-in sheet.

**Public Comment**

President Zirk asked if anyone in the audience wished to address the Board Members. There were no comments offered by any member of the audience.

**Consent Agenda**

- A. A Motion to approve Minutes from the January 20, 2015 Village Board Meeting
- B. A Motion to approve Bills & Salaries dated February 3, 2015 as follows: General Fund \$50,921.91, Performance Bonds and Escrows \$5,241.71, Water Fund \$27,550.06 and Payroll \$73,206.86

President Zirk asked if any of the Board Members wished to remove any item listed on the Consent Agenda. The Board Members provided no comments. A motion was made by Trustee Zambetti and seconded by Trustee Farrell to approve the Consent Agenda items A-B as presented. Roll call: Vote: 4-ayes: Trustees Mierisch, Zambetti, Farrell and President Zirk. 0-nays, 0-abstained. Motion carried.

**Items for Approval**

**A Motion to approve Ordinance 04-2015, an Ordinance amending the Village of Gilberts Code Chapter 3-8 "Auctions and Auctioneers" and Chapter 2-4 "Fee Schedule".**

Administrator Keller reported that at the last Board Meeting, Mr. Dave Gerber of the X Factor Auctions & Appraisals requested that the Village consider reducing or waiving the \$500.00 per auction permit fee. Administrator Keller noted that Staff had researched the history of the establishing Ordinance and it appears the original fee was set at \$200.00. However, during the Village Code codification process the fee was raised to \$500.00 per auction.

Administrator Keller reported that Mr. Gerber had provided a survey of what other neighboring communities charge for auctions and business licenses. Staff has reviewed the survey and the other supporting documents. Staff recommends approval of Ordinance 04-2014 which reduces the fee to \$200.00 annually and creates an annual license which allows unlimited number of auction events in a calendar year. In addition, the Ordinance contains a provision which requires the auctioneer to notify the Village ten days prior to any auction. The notification provision allows for the Police Department to be informed if there is expected to be an increase in traffic or security is needed due to the value of the merchandised being auctioned.

President Zirk asked if there were any questions on the motion. There were no questions offered by any of the Board Members. A Motion was made by Trustee Farrell and seconded by Trustee Zambetti to approve Ordinance 04-2015, an Ordinance amending the Village of Gilberts Code Chapter 3-8 "Auctions and Auctioneers" and Chapter 2-4 "Fee Schedule". Roll call: Vote: 4-ayes: Trustees Zambetti, Farrell, Mierisch and President Zirk. 0-nays, 0-abstained. Motion carried.

#### **Items for Discussion**

##### **Intra Soccer agreement**

Administrator Keller reported at the last Board Meeting the Board Members requested additional information on the Village's procedure in responding to a "fight in progress" at the Intra Soccer facility. Chief Rossi was in attendance to discuss this matter further.

Chief Rossi commented on the fact that the Gilberts Police Department has a Mutual Aid agreement with the Kane County Sheriff's Department. He discussed the criteria Kane Com uses to determine if an incident meets an IREACH Dispatch call or if the call is to be dispatched to the agency with jurisdiction only. The Gilberts Police Department responds to Intra-Soccer for an IREACH Dispatch or when assistance is requested by a deputy who is on scene. An incident at Intra-Soccer, 99% of the time a Gilberts Officer will be first on the scene, based on the location alone.

Chief Rossi reported that the protocol for responding to a "Fight in Progress" requires officers to arrive on the scene with lights and sirens. By doing so the majority of the time the combatants cease and disburse from the scene.

Chief Rossi continued on to discuss three recent Kane Com dispatch calls that required Gilberts Police Department assistance at the Intra-Soccer Facility. He noted that the first dispatch call was a "Fight in Progress". This incident was initiated by a disputed referee call. The Police Officers arrived on the scene and safely escorted the referee off the premises.

Chief Rossi commented on the second incident that required assistance from the Gilberts Police Department. This incident involved two young men fighting over a girl. In both of these incidents alcohol did not appear to be a factor.

Chief Rossi discussed the third incident which Gilberts Officers were dispatched to respond to a "Fight in Progress". Kane Com Dispatch reported that they received a call from someone reporting there was a fight in progress involving 5-6 intoxicated people at the north end of Intra-Soccer parking lot. Upon the Officers arrival the alleged intoxicated people involved in the alleged disturbance had left the scene.

The Officers evaluated the scene and noted their observations. Then the Officers submitted their reports to Chief Rossi. Chief Rossi reviewed their reports and determined that this was an alcohol related incident based on the call to Kane County Dispatch, the Officers' observations and the CAD report. Chief Rossi noted that Kane Com Dispatchers are very well trained and gather as much information from the caller as possible.

Trustee Mierisch expressed concern with Mr. Schcolnik's comments at a recent Board Member meeting. She noted that he stated, his facility attracts a large number of patrons and there is bound to be fights. She disagrees with that comment and his expectation of patrons and their tolerated behavior. In her opinion management should be responsible for the crowd and ensure they are conducting themselves in a reasonable manner. Trustee Farrell agreed, she also thought Mr. Schcolnik was not taking responsibility for actions of his patrons and staff.

Chief Rossi commented on the fact that on several occasions when officers arrived at Intra-Soccer facility they observed several beer cans and bottles scattered about and Intra-Soccer Staff immediately began cleaning-up the scatter beer cans and bottles.

President Zirk commented on the fact that in his opinion Kane County is not taking responsibility for a situation which they created and now is a burden for the Village's Police Department and the adjacent Village residents. He expressed concern with Intra-Soccer facility hosting outside events in the spring and summer months. President Zirk believed if the behavior continued during these warmer weather months, the events pose a real hardship for the properties in the surrounding village neighborhoods. President Zirk recommended that the Village draft a letter to Kane County outlining the recent incidents and reminding them that they are the responsible jurisdiction.

There was some discussion on not responding to the IREACH calls that take place at the Intra-Soccer facility and forcing the Sheriff's department to respond. Trustee Mierisch was not in favor of the Police Department disregarding the IREACH calls with respect to Intra-Soccer facility. Trustee Farrell also strongly agreed that the law enforcement agencies need to continue to cover and assist each other as needed. Chief Rossi agreed.

President Zirk commented on a previous Village liquor establishment who on several occasions violated the Village's Liquor Code. In those situations the Village took responsibility to ensure patrons safety and held the appropriate Liquor Commission Hearings. After proper deliberations the liquor establishment's owner had been found in violation of the Village Liquor Code and a fine was assessed.

President Zirk reiterated the fact that in his opinion the Village needs to draft a letter to Kane County informing them of the Village's concerns with the operations at the Intra-Soccer facility. The Board Members agreed.

#### **Fiber Optics Project**

Assistant Administrator Beith commented on the two hand-outs he had provided the Board Members with respect to the fiber optics project. He noted that the hand-out containing the map depicts the routes of the fiber installation phases. Assistant Administrator Beith reported that Phase 1 and 2 will be funded by Developer Troy Mertz and phase 3 would be funded by a tax levy if the April 7<sup>th</sup> referendum passes.

Assistant Administrator Beith reported that Phase 1 of the fiber network is the backbone of the infrastructure improvements and phase 2 was the connection to all the municipal facilities. Phase 3 of the fiber network would include connecting every residential, commercial and industrial properties located within the Village limits if the April referendum passes. Administrator Keller noted that staff is in the process of working on the technical details with Mr. Mertz.

Administrator Keller commented on the April 7<sup>th</sup> referendum question. He noted if the referendum were to pass the Village Board could issue bonds in the amount not to exceed 5 million dollars at an interest rate not to exceed 5%. However as Mr. Vail, Vice President of Bernardi Securities (municipal bond specialist) reported at a previous board meeting that the current bond interest rates are on average 3 to 4%. If the referendum passes and the Village issues bonds at the current interest rate each property owner in the Village would have a property tax increase of \$150-\$180 over twenty years in exchange for a fiber network by the fall of 2016.

A lengthy discussion ensued on ownership of the network and potential service providers.

There was some discussion on the residential fiber hardware. President Zirk suggested reducing the scope of work. If the scope of work was reduced and didn't include the individual, residential or commercial hardware installation this would reduce the bond amount and lower the residents and businesses tax obligations. President Zirk thought reducing the scope of work may make the referendum more palatable.

President Zirk commented on Mr. Mertz's business model. He noted that Mr. Mertz's main focus is to provide fiber to the Conservancy development. A lengthy discussion ensued with respect to the Mr. Mertz investment in the fiber network and the impact the fiber network would have on the velocity in which the Conservancy homes would sell.

There was some discussion on the maintenance of the fiber network. The Board Members questioned who would be responsible for maintaining and repairing the fiber network. Assistant Administrator Beith replied that the service providers would pay a maintenance fee and there would be a single maintenance provider responsible for maintaining and repairing the network.

The Board Members along with Staff discussed potential service providers or the lack thereof.

There was some discussion on the economic development benefits the fiber network would provide and the benefits of creating an increase in competition and competitive pricing.

President Zirk recommends that the referendum's educational message should not over promise fiber network services. Staff will be working on boiling down the educational message and will bring the message back to the Board Members for their input and approval prior to releasing the message to the public. Once approved Staff will place the referendum's educational message on Facebook, the Village website and in the newsletter.

#### **Staff Reports**

Administrator Keller reported that Staff will be drafting a revised Public Works Staffing Plan for Board consideration.

Chief Rossi provided the Board Members with a copy of the Gilberts Police Department's 2014 Annual Report. The Board Members complimented Chief Rossi on the quality of his report.

### **Board of Trustees Reports**

Trustee Farrell discussed the upcoming Community Days Festival. She noted that the Community Days Committee has moved the off-site parking to Town Center Park. In addition, the committee was in the process of planning the Village's 125<sup>th</sup> Birthday Party to coincide with Community Days. The Committee in the near future will be putting together budget numbers for the birthday celebration.

### **President's Report**

President Zirk reported that Dan Heldson resigned from the Police Pension Board. He cited due to work related issues he did not have the time to meet the mandated training requirements.

President Zirk informed Staff that John Deer will be relocating their operations.

President Zirk commented on Senate Bill 1. He noted that this bill is an amended version of SB16 considering redistribution of School District funds.

President Zirk inquired if any of the Trustees were interested in discussing Professional Service fees. Trustee Mierisch cautioned the Board Members with respect to moving forward with this matter. She noted that the Village has several ongoing matters. Trustee Farrell also thought it was best to wait on moving forward with this matter.

### **Adjournment**

There being no further public business to discuss, a Motion was made by Trustee Zambetti and seconded by Trustee Farrell to adjourn from the public meeting at 9:10 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**

**February 3, 2015**

**7:00 p.m.**

**Sign-in-Sheet**

**Name**

**Contact Information (Optional)**

DAVID GERBER

Rich Jancee

Tom WATDA

**Village of Gilberts  
87 Galligan Road  
Gilberts, IL 60136  
Special Village Board  
Meeting Minutes  
February 10, 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: Trustees: Corbett, Mierisch, Zambetti, Farrell and President Zirk. 2-absent: Trustees LeClercq and Hacker. Others present: Administrator Keller, Assistant Administrator Beith, Finance Director Blocker 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 wished to address the Board .There was no response from any member of the audience.

**Items for Approval**

**A Motion to approve Resolution 06-2015, a Resolution rescinding Resolution No. 03-2015 that provided for the submission of a proposition for issuing an amount not to exceed \$5,000,000 general obligation bonds to the voters of the Village of Gilberts at the April 7, 2015 election**

Administrator Keller provided the Board Members with background on the reasons Staff drafted a Resolution which provided the Board Members with an option to rescind Resolution 03-2015. He reported that at the last February 3<sup>rd</sup> meeting the Board Members had raised several questions about the Village's role in extending a community wide fiber optic network. The Board Members questioned if the scope of work should include connections to private properties. Other questions were generated during the discussion such as if Staff could identify potential broadband service providers interested in lighting the dark fiber network. In addition they questioned who would be responsible for the maintenance and operating cost of the network and who owned the fiber network.

Special Village Board Meeting

Meeting Minutes

February 10, 2015

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Administrator Keller noted that the Board Members would need to decide whether or not to move forward with the referendum tonight prior to Kane County printing the ballots.

President Zirk commented on iFiber's draft business model. He noted in his opinion the rate of return at 1-1 ½ % on a \$1 million dollar investment just doesn't make sense. Mr. Mertz discussed his philosophy with funding and operating a fiber network to serve his Conservancy development. He stated that currently his development is underserved. Construction of a fiber optic network is an infrastructure improvement similar to a park improvement. These types of infrastructure improvements increase the value of the development and accelerate home sales. Thus increases the rate of the return on his investment.

Mr. Mertz commented on the recent opportunity he had to partner with Wide Open West (WOW). WOW is in the process of installing fiber infrastructure along Randall Road in close proximity to Gilberts. Due to the logistics of WOW's location iFiber was able to acquisition WOW's services at a cost savings and complete the installation of iFiber's backbone of the Fiber network.

Mr. Mertz discussed in length the proposed public-private agreement. Phase I and Phase II of the network will be constructed by iFiber LLC. The Village will grant iFiber LLC access to the Village's utility easements; in return the Village will own the network conduit and two tubes of fiber in Phase I and two tubes of Fiber in Phase II to be used for its municipal network.

There was some discussion with respect to several questions: if the referendum was to remain on the ballot and passed who was the service provider, who would be responsible for the networks' maintenance and the repairs? Mr. Mertz commented that iFiber would be responsible for lighting the dark fiber, and they would partner with Pirtano Construction to provide the maintenance and repairs to the network. President of Pirtano, Mike Priaino was in the audience and reported that his company has been designing, installing and maintaining networks for over 28 years.

There was some discussion on drafting a twenty year Operating and Maintenance Fiber Network license agreement between the Village and iFiber. President Zirk recommended that the agreement contain breach of contract language in which if iFiber failed to perform or abandon the network the Village is granted ownership of the network.

President Zirk inquired on how Mr. Mertz envisions the call center would function. He wants to ensure the Village is disconnected from the internet service providers' role. Mr. Mertz replied that iFiber would be responsible for staffing the call center and billing. The call center would electronically monitor the fiber network and would be immediately alerted if there was a problem with the network. If a repair needed to be made Pirtano's maintenance crew would be dispatched to repair any network concerns.

President Zirk questioned how Mr. Mertz planned on dealing with the potential loss of revenue if only a few residents signed up for iFiber services. Mr. Mertz noted that the Referendum question on the April 7<sup>th</sup> ballot will be the tool in which he will be able to grasp if the residents are interested in signing up for fiber optics services. However, even if the current residents express no interest he still intends on offering fiber optics services to his development.

President Zirk questioned how Mr. Mertz intended to allow other service providers to access the network. Mr. Mertz replied that if any other service providers were interested in offering services to the community they would need to enter into a lease agreement. Administrator Keller discussed the details of the lease agreement.

Administrator Keller discussed the details of the referendum's educational message. He noted that the message to the voters should be simple. The question is do they want to accelerate the construction of the fiber optic network or wait for the market to construct the network.

The Board Members concurred that Phase III construction should only include the placement of neighborhood network components on public land. Homeowners and service providers would be responsible for the line from the neighborhood network component to their homes.

A lengthy discussion ensued with respect to the check and balances used to ensure the fiber optic network is accessible to any interested service providers who agree to enter into a lease agreement.

The Board Members and Mr. Mertz collectively discussed the public/private partnership and the network licensing agreement. The license agreement would detail ownership and outline the responsibility of the licensee with respect to the call center, network maintenance and network repairs. Trustee Mierisch noted that the educational message has to be very clear on what the voter would receive for their property tax increase. In addition, the educational message should include any additional cost to the fiber network consumer.

There was some discussion with respect to the installation of the hardware on the residential homes. Staff reported that the estimated cost is \$200.00 per home. President Zirk questioned the estimated cost staff had provided. In his opinion the cost estimate seemed low. Staff will obtain additional quotes for the installation of the hardware on the residential homes.

President Zirk commented on the economic benefits of having the fiber optics infrastructure in place. In his opinion the fiber optic infrastructure makes the Village unique and produces a desirable environment for businesses.

President Zirk asked if any of the Board Members wished to make a motion to approve Resolution 06-2015, a Resolution rescinding Resolution No. 03-2015 that provided for the submission of a proposition for issuing an amount not to exceed \$5,000,000 general obligation bonds to the voters of the Village of Gilberts at the April 7, 2015 election. Resolution 06-2015 failed due to a lack of a motion.

#### **Item for Discussion**

##### **Minutes from the February 3, 2015 Village Board Meeting**

President Zirk asked the Board Members if they had any questions or comments on the February 3, 2015 Village Board Meeting Minutes. There were no comments offered. The minutes will be placed on the next consent agenda.

**January 2015 Treasurer's Report**

President Zirk asked if any of the Board Members had any questions or comments on the January 2015 Treasurer's Report. There were no comments offered. The January 2015 Treasurer's Report will be placed on the next consent agenda.

**Resolution 07-2015, a Resolution authorizing a Professional Service agreement between the Village of Gilberts and Current Technologies to provide IT Services.**

Administrator Keller reported that approval of this resolution would renew the Village's contract with Current Technologies CTC for IT services. Trustee Mierisch questioned if there has been any issues with the Village's internet service. Staff replied no. Trustee Farrell reported that she was receiving an abundant amount of junk email. She recommends Staff investigate upgrading the firewall. Administrator Keller stated that he would get quotes on firewall software.

**Capital Projects/Vehicle Replacements**

Administrator Keller provided the Board Members with an overview of the FY-2016 proposed budget. He noted that Staff has not yet made the year-end adjustments. Administrator Keller commented on the projected revenues. He noted that Staff anticipates utility and telecommunication revenues to remain flat.

Administrator Keller reported that the FY-2016 Budget does have \$128,000 available which can be used to pay for special projects. The draft special project list includes anniversary banners for the Village's quasiquicentennial, sign(s) for Town Center Park and replacement vehicles for the Police and Public Works Departments.

Administrator Keller reported that the Police Department is requesting the replacement of two 2009 Chevrolet Impala squad cars with either Ford Utility Interceptors or Ford Utility Sedans. The Public Works Department is requesting the replacement of a 2005 Ford F350 truck with a 2015 Ford F350. The vehicle replacement discussion precedes the broader FY 2016 budget discussion due to the fact that both the Northwest Municipal Conference and State contracts deadline are in February. Administrator Keller noted the Board may want to consider replacing one squad car and the Public works F350 which would allow the funding of the other items on the special project list.

The Board Members concurred with Staff recommendation. Administrator Keller reported that Staff will proceed with ordering the two replacement vehicles and prepare the authorizing resolutions for ratification at the February 24<sup>th</sup> Board meeting.

#### **Updated Staffing Plan**

Administrator Keller reported that he is still in the process of drafting the revised job descriptions and compensation schedule for both Water/Wastewater and Public Works Departments. He noted that the revised compensation schedule will have an impact on the FY-2016 Budget. The staffing plan will be discussed in detail during the upcoming FY-2016 Budget process.

#### **Staff Reports**

Administrator Keller reported that he had been approached by a business owner located on Sola Drive who is looking to tap-on to the Village's water system. However they are looking to see if the Board Members would consider waiving the recapture fees or allowing them to pay the fees over time.

Trustee Zambetti questioned what the business owners total out of pocket cost to tap-on to the Village's water system was. Administrator Keller reported that the business owner estimates the total cost to be \$35,000.

President Zirk noted that the Village purchased the Mobile recapture with TIF dollars and this business is located in the TIF District. He commented on the fact that the TIF District was created to provide incentives for business. In addition, allowing the business to tap-on to the Village water system generated additional users and in the long term additional revenue for the enterprise fund. Trustee Zambetti agreed.

There was some discussion if the Board waived the recapture fees would they be consistent and waive the fees for all the businesses located in a TIF District. President Zirk recommended Staff draft a policy and guidelines for waiving tap-on fees within a TIF District. Administrator Keller will work with the business owner and draft an agreement.

Special Village Board

Meeting Minutes

February 10, 2015

Page 7

Administrator Keller reported that Attorney Tappendorf was in attendance to update the Board on a current litigation matter. He respectfully requested the Board consider entering into an Executive Session with no business to follow.

Finance Director Blocker informed the Board Members that it appears Chase Bank whose headquarters are located on the East coast had experienced a delay in processing or mailing some of the residents' water bills on time. The late mailing may be due to the East Coast weather conditions. However, their actions have resulted in several residents incurring late fees. Finance Director Blocker inquired if the Board Members were in favor of waiving the late fees. She noted that in the past when Illinois experienced blizzard conditions the Board Members did not waive the late fees. Trustee Zambetti commented on the fact that on-line banking is not the only option available to residents. The Board Members concurred that the late fee policy should be followed.

#### **Board of Trustee Reports**

Trustee Corbett inquired on the status of the resident that had experienced a spike in water usage over a 16 day period and believed it was something to do with the water meter. However, Staff was unable to find any problems with the meter. Finance Director Blocker reported that the resident had set-up a payment plan. However, has yet to make a payment other than the original amount approved by the Board.

Trustee Zambetti inquired on the status of the Village entry signs. Administrator Keller reported that he would check on the status of the signs with Chief Building Inspector Swedberg and report back.

#### **President's Report**

President Zirk asked if Staff had sent the letter to Intra-Soccer Facility owner Andy Scholnik informing him that the Board Members were not in favor of waiving the \$750.00 fine. Administrator Keller reported he will be mailing the letter this week.

President Zirk commented on the fact that the Police Department last Sunday had to spend four hours directing traffic on the Tyrrell Bridge due to a signal failure.

He questioned why the Village Police Department was directing traffic on the bridge when the Tyrrell Road is a county road and the signals were being utilized due to the I-90 reconstruction project. In his opinion the Kane County Sheriff's Department should be responsible for directing traffic on the county roads. President Zirk recommended Chief Rossi speak with the Kane County Sheriff and resolve this concern moving forward.

President Zirk reported that he and Administrator Keller had met with Engineer Fisher to discuss Engineer Fishers revised assumptions of the sewer rates.

#### **Execution Session**

**A Motion was made by Trustee Corbett and seconded by Trustee Zambetti to close a portion of the public meeting with no business to follow as permitted by 5 ILCS 102/2 (c 0 (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.** Roll call; Vote: 4-eyes: Trustees Corbett, Mierisch, Zambetti and Farrell. 0-nays, 0-abstained. Motion carried.

The Board Members along with Administrator Keller, Attorney Tappendorf. Assistant Administrator Beith, Finance Director Blocker and Village Clerk Meadows entered into Executive Session at 8:49 p.m. and returned to the public meeting at 9:15 p.m.

#### **Reconvene/Roll Call**

**A Motion was made by Trustee Corbett and seconded by Trustee Zambetti to reconvene to the public meeting at 9:16 p.m.** Roll call: Present: Trustees Corbett, Mierisch, Zambetti, Farrell and President Zirk. Others present Administrator Keller, Assistant Administrator Beith, Attorney Tappendorf, Finance Director Blocker and Village Clerk Meadows.

#### **Adjournment**

**There being no further business to discuss, a Motion was made by Trustee Zambetti and seconded by Trustee Farrell to adjourn from the public meeting at 9:17 p.m.** Roll call: Vote: 4-eyes by unanimous voice vote. 0-nays, 0-abstained. Motion carried.

Respectfully submitted,  
Debra Meadows

George Kargu 847514-5475

**Fund Summary**

	Balance as of 1-31-15	Restricted / Designated Funds	Unrestricted / Undesignated Funds
<b>Unrestricted - General Fund</b>			752,967.75
<b>Restricted - Total</b>		5,357,770.24	
<b>Committed- Designated Reserves</b>		724,880.45	
- 2.6 Months Expenses	724,880.45		
<b>Committed - Road Improvement</b>		616,308.58	
- 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	(12,173.08)		
- FY-15 Old Town Engineering	(6,840.88)		
- FY-15	9,063.85		
- FY-15 - Mason Roadwork	(221,000.40)		
<b>Committed- Infrastructure Fund</b>		365,494.15	
- FY-12 (Transfer -Garbage)	108,047.92		
- FY-13 (Transfer -Garbage)	133,104.58		
- FY-14 (Transfer -Garbage)	124,341.65		
<b>Committed - Road Bond Repayment</b>		99,142.44	
- 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)	144,187.32		
- FY-15 May Interest Payment	(25,312.50)		
- FY-15 December Principal & Interest Payment	(205,312.50)		
<b>Restricted - Road Improvement MFT</b>		668,598.92	
- Balance - Illinois Funds	538,249.70		
- Balance - Union Bank Money Market	130,349.22		
<b>Committed - Capital Improvement</b>		174,852.74	
- FY-05	81,596.76		
- FY-06	45,000.00		
- FY-08 Transfer (Wing Mower)	(41,751.00)		
- FY-11 P/W 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		
<b>Committed - New Development Fees</b>		48,511.43	
- 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	(949,023.43)		

<b>Committed - Tree Replacement/Beautification</b>		<b>8,406.63</b>		
- 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	(17,984.27)			
- FY-15 AT&T	8,000.00			
- FY-15 Recycling Revenue	320.71			
<b>Committed - EDUI Funds</b>		<b>23,817.02</b>		
- FY-12 Balance	3,918.55			
- FY-13 Balance	13,710.91			
- FY-14 Balance	6,187.56			
<b>Restricted - Drug Forfeiture</b>		<b>9,382.60</b>		
- Balance	9,382.60			
<b>Committed - Enterprise Fund (Water / Wastewater)</b>		<b>2,132,576.91</b>		
- Balance	2,132,576.91			
<b>Committed - Pass Thru/Escrows</b>		<b>485,798.37</b>		
- Balance	485,798.37			
<b>Total</b>		<b>5,357,770.24</b>	<b>752,967.75</b>	<b>6,110,737.99</b>

<b>General Fund Revenue Receivable</b>			<b>56,036.68</b>
- State Income Tax Payments Delayed	56,036.68		

<b>Total Unrestricted Funds including Receivables</b>		<b>809,004.43</b>
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#### Additional Information

<b>Pass Thru - Balance of Escrow</b>		<b>485,798.37</b>
- TIF #1	40,064.39	
- TIF #2	83,433.00	
- Performance Bonds / Escrows	262,443.79	
- Building Permit-Town Center/Conservancy	12,993.37	
- Impact Fees - Library	50,463.82	
- Impact Fees - School		
- Impact Fees - Fire District		
- Transistion Fees - Fire	2,000.00	
- Transistion Fees - Library	400.00	
- Transistion Fees - School	14,000.00	

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

**TREASURER'S STATEMENT AS OF January 31, 2015**

	MONTH	YEAR TO DATE		YEAR TO DATE
Beginning Bank Balance:			<u>6,475,658.29</u>	<u>6,892,430.00</u>
Credits:				
General Fund:	<u>282,881.65</u>	<u>4,001,982.55</u>		
Water Fund:	<u>127,604.98</u>	<u>1,447,853.61</u>		
Motor Fuel Tax (MFT):	<u>17,328.36</u>	<u>206,464.81</u>		
Performance Bonds/Escrow:	<u>20,116.00</u>	<u>261,903.78</u>		
TIF #1	<u>17.01</u>	<u>9,100.88</u>		
TIF #2	<u>70,696.31</u>	<u>83,433.00</u>		
Drug Forfeiture:	<u>-</u>	<u>3,324.42</u>		
Total Credits All Funds:	<u>518,644.31</u>	<u>6,014,063.05</u>	<u>518,644.31</u>	<u>6,014,063.05</u>
Expenses:				
General Fund:	<u>720,142.23</u>	<u>4,879,785.78</u>		
Water Fund:	<u>147,546.39</u>	<u>1,695,092.74</u>		
Motor Fuel Tax (MFT):	<u>-</u>	<u>-</u>		
Performance Bond/Escrow:	<u>15,875.99</u>	<u>219,374.04</u>		
TIF #1	<u>-</u>	<u>1,502.50</u>		
TIF #2	<u>-</u>	<u>-</u>		
Drug Forfeiture:	<u>-</u>	<u>-</u>		
Total Debits All Funds:	<u>883,564.61</u>	<u>6,795,755.06</u>	<u>883,564.61</u>	<u>6,795,755.06</u>
Ending Bank Balance:				
General Fund:	<u>2,814,381.19</u>			
Water Fund:	<u>2,132,576.91</u>			
Motor Fuel Tax (MFT):	<u>668,598.92</u>			
Performance Bond/Escrow:	<u>362,300.98</u>			
TIF #1	<u>40,064.39</u>			
TIF #2	<u>83,433.00</u>			
Drug Forfeiture:	<u>9,382.60</u>			
Total Debits All Funds:	<u>6,110,737.99</u>		<u>6,110,737.99</u>	<u>6,110,737.99</u>

TREASURER'S SIGNATURE:



DATE: February 4, 2015

GENERAL FUND MONEY MARKET  
01-00-105

Village of Gilberts:  
Month Closed: January, 2015

<b>Beginning Book Balance:</b>	<u>153,471.22</u>	<b>Previous YTD Credits:</b>	<u>3,719,100.90</u>
			<u>137,056.21</u>
<b>Deposits (Total):</b>	<u>91,717.56</u>	<b>Current Credits:</b>	<u>145,825.44</u>
		<b>Current YTD Credits:</b>	<u>4,001,982.55</u>
<b>Interest Income:</b>		<b>Previous YTD Debits:</b>	<u>4,159,643.55</u>
(01-00-341) Money Market:	<u>70.86</u>		
(01-00-341) Checking:	<u>10.22</u>	<b>Current Debits:</b>	<u>720,142.23</u>
(01-00-342) Performance Bond:	<u>17.76</u>		
		<b>Current YTD Debits:</b>	<u>4,879,785.78</u>
<b>Miscellaneous Income:</b>	<u>452.78</u>		
Transfer From Illinois Funds	<u>550,000.00</u>		
Voided Ck #19904			
Transfer of Garbage Revenue	<u>53,556.26</u>		
CD Interest			
<b>Subtotal:</b>	<u>849,296.66</u>	<b>McHenry Savings CD's</b>	<u>939,669.36</u>
		<b>G/F MM Balance:</b>	<u>129,154.43</u>
<b>Checks Written (Total):</b>	<u>715,572.71</u>	<b>IL Funds Balance:</b>	<u>751,247.50</u>
NSF Check		<b>Barrington Bank CD's:</b>	<u>993,309.90</u>
Transfer to TIF #2	<u>4,569.52</u>	<b>G/F CKG Balance:</b>	<u>1,000.00</u>
		<b>Total balance:</b>	<u>2,814,381.19</u>
<b>Ending Check Book Balance:</b>	<u>129,154.43</u>		
<b>Deposits in Transit:</b>			
<b>Outstanding Checks:</b>			
<b>Balance per Bank Statement:</b>	<u>129,154.43</u>		

**Expenditures/Transfers:**

<b>Date:</b>	<b>For:</b>	
<u>1/6/2015</u>	Accounts Payable	<u>524,131.29</u>
<u>1/20/2015</u>	Accounts Payable	<u>64,576.00</u>
<u>1/1/2015</u>	Health Insurance	<u>17,178.68</u>
<u>1/15/2015</u>	Payroll	<u>46,846.25</u>
<u>1/29/2015</u>	Payroll	<u>62,840.49</u>
	<b>Total:</b>	<u>715,572.71</u>

<b>Deposits:</b>	<b>Deposits:</b>	<b>Direct Deposits</b>	
<u>16,490.00</u>	<u>50.00</u>	T-Mobile	<u>1,983.75</u>
<u>110.00</u>	<u>200.00</u>	Kane County	
<u>50.00</u>	<u>50.00</u>	Nicor	<u>14,442.69</u>
<u>553.64</u>	<u>8,590.69</u>	Exelon	<u>15,742.48</u>
<u>98.00</u>	<u>25.00</u>	AT&T	<u>19,091.28</u>
<u>392.25</u>	<u>3,097.97</u>		
<u>379.00</u>	<u>500.00</u>		
<u>50.00</u>			
<u>200.00</u>			
<u>275.00</u>			
<u>110.00</u>			
<u>3,421.00</u>			
<u>5,814.81</u>			
<b>Total Deposits</b>	<u>40,457.36</u>	<b>Total Direct Deposits</b>	<u>51,260.20</u>
<b>Total Deposits/Direct Deposits:</b>	<u>91,717.56</u>		

GENERAL FUND CHECKING ACCT  
01-00-103

Village of Gilberts:  
Month Closed: January, 2015

Beginning Book Balance:	<u>1,000.00</u>	Previous YTD Credits:	<u>                    </u>
Deposits (Total):	<u>588,671.30</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>589,671.30</u>		
	<u>588,671.30</u>		
Checks Written (Total):	<u>                    </u>		
Voided Checks (Total):	<u>                    </u>		
Ending Check Book Balance:	<u>1,000.00</u>		
Deposits in Transit:	<u>                    </u>		
Outstanding Checks:	<u>3,299.58</u>		
Balance per Bank Statement:	<u>4,299.58</u>		

Expenditures/Transfers:

	For:	Amount:
<u>1/6/2015</u>	Accounts Payable	<u>524,095.30</u>
<u>1/20/2015</u>	Accounts Payable	<u>64,576.00</u>
<u>                    </u>	Accounts Payable-TIF	<u>                    </u>
<u>                    </u>		<u>                    </u>
<u>                    </u>		<u>                    </u>
	Total:	<u>588,671.30</u>

Outstanding Checks:

Check #:	Amount:	Check #:	Amount:
<u>15048</u>	<u>50.00</u>	<u>                    </u>	<u>                    </u>
<u>16678</u>	<u>60.00</u>	<u>                    </u>	<u>                    </u>
<u>22329</u>	<u>120.00</u>		
<u>23058</u>	<u>50.00</u>		
<u>23069</u>	<u>612.00</u>		
<u>23100</u>	<u>51.09</u>		
<u>23106</u>	<u>669.73</u>		
<u>23142</u>	<u>133.98</u>		
<u>23145</u>	<u>375.00</u>		
<u>23150</u>	<u>32.00</u>		
<u>23152</u>	<u>38.24</u>		
<u>23155</u>	<u>307.54</u>		
<u>23158</u>	<u>500.00</u>		
<u>23162</u>	<u>300.00</u>		
		Total	<u>3,299.58</u>

**Village of Gilberts  
General Fund  
Certificates of Deposit  
January 31, 2015**

Bank	CD#	Amount	Term	Maturity Date	Interest Rate
Barrington Bank	0940000423-1002	226,143.52	9 months	9/27/2015	.20 APY
Barrington Bank	0940000423-1004	266,140.04	18 months	9/27/2015	.30 APY
Barrington Bank	0940000423-1010	501,026.34	6 months	3/20/2015	.15 APY
 Barrington Bank CD's	 993,309.90				

**Village of Gilberts  
General Fund  
Certificates of Deposit  
January 31, 2015**

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				



**WATER FUND MONEY MARKET**  
20-00-105

<b>Beginning Book Balance:</b>	<u>208,087.70</u>	<b>Previous YTD Credits:</b>	<u>1,320,248.63</u>
			<u>2,222.68</u>
<b>Deposits (Total):</b>	<u>125,213.95</u>	<b>Current Credits:</b>	<u>125,382.30</u>
<b>Interest Income:</b>		<b>Current YTD Credits:</b>	<u>1,447,853.61</u>
(20-00-341) Money Market:	<u>95.50</u>	<b>Previous YTD Debits:</b>	<u>1,547,546.35</u>
(20-00-341) Checking:	<u>1.30</u>		<u>30.00</u>
		<b>Current Debits:</b>	<u>147,516.39</u>
<b>Voided Check #203258</b>		<b>Current YTD Debits:</b>	<u>1,695,092.74</u>
<b>Miscellaneous Income:</b>	<u>71.55</u>		
<b>Subtotal:</b>	<u>333,470.00</u>	<b>Barrington Bank:</b>	<u>58,508.45</u>
		<b>Barrington Bank CD's:</b>	<u>503,004.18</u>
<b>Checks Written (Total):</b>	<u>93,507.35</u>	<b>Union Bank CD's:</b>	<u>1,200,604.96</u>
<b>Transfer to General Fund</b>	<u>452.78</u>	<b>H2O MM Balance:</b>	<u>185,953.61</u>
<b>Transfer for Garbage</b>	<u>53,556.26</u>	<b>H2O Illinois Funds</b>	<u>183,505.71</u>
		<b>H2O CKG Balance:</b>	<u>1,000.00</u>
<b>Ending Check Book Balance:</b>	<u>185,953.61</u>	<b>Total balance:</b>	<u>2,132,576.91</u>
<b>Deposits in Transit:</b>			
<b>Outstanding Checks:</b>			
<b>Balance per Bank Statement:</b>	<u>185,953.61</u>		

**Expenditures/Transfers:**

<b>Date:</b>	<b>For:</b>	<b>Amount:</b>
<u>1/6/2015</u>	<u>Accounts Payable</u>	<u>56,096.29</u>
<u>1/20/2015</u>	<u>Accounts Payable</u>	<u>11,234.41</u>
<u>1/6/2015</u>	<u>Postage</u>	<u>721.61</u>
<u>1/15/2015</u>	<u>Payroll-Water</u>	<u>10,884.88</u>
<u>1/29/2015</u>	<u>Payroll-Water</u>	<u>10,366.37</u>
<u>1/1/2015</u>	<u>Health Insurance</u>	<u>4,203.79</u>
	<b>Total:</b>	<u>93,507.35</u>

**Deposits:**

<u>265.40</u>	<u>2,409.81</u>
<u>239.00</u>	<u>9,235.10</u>
<u>882.15</u>	<u>20.00</u>
<u>20.00</u>	<u>122.00</u>
<u>380.00</u>	<u>218.00</u>
<u>323.60</u>	<u>907.52</u>
<u>379.00</u>	<u>11,246.54</u>
<u>646.00</u>	<u>4,702.82</u>
<u>149.00</u>	<u>5,531.40</u>
<u>104.00</u>	<u>36,886.40</u>
<u>105.00</u>	<u>9,447.94</u>
<u>6,840.25</u>	<u>50.00</u>
<u>6,882.78</u>	<u>240.00</u>
<u>7,720.48</u>	<u>280.00</u>
<u>264.00</u>	<u>100.00</u>
<u>194.00</u>	<u>14,901.72</u>
	<u>3,520.04</u>
<b>Total Deposits:</b>	<u>125,213.95</u>

**Direct Deposits**


WATER FUND CHECKING ACCT  
20-00-103

Village of Gilberts:  
Month Closed: January, 2015

Beginning Book Balance:	<u>1,000.00</u>	Previous YTD Credits:	<u>                    </u>
Deposits (Total):	<u>68,088.30</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>69,088.30</u>		
Checks Written (Total):	<u>68,088.30</u>		
	<u>                    </u>		
Ending Check Book Balance:	<u>1,000.00</u>		
Deposits in Transit:	<u>                    </u>		
Outstanding Checks:	<u>2,650.36</u>		
Balance per Bank Statement:	<u>3,650.36</u>		

Expenditures/Transfers:

Date:	For:	
<u>1/6/2015</u>	Accounts Payable	<u>56,132.28</u>
<u>1/20/2015</u>	Accounts Payable	<u>11,234.41</u>
<u>1/6/2015</u>	Postage	<u>721.61</u>
	Total:	<u>68,088.30</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>	<b>TOTAL</b>	<u>2,650.36</u>
<u>Postage</u>	<u>135.36</u>		
<u>204667</u>	<u>185.00</u>		
<u>204698</u>	<u>1,853.77</u>		
<u>204700</u>	<u>22.96</u>		
<u>204702</u>	<u>435.00</u>		

**20-00-108**

**Month Closed: January, 2015**

**Current YTD Debits:**

58,508.45

**Checks Written (Total):**

**Voided Checks (Total):**

58,508.45

**Deposits in Transit:**

**Outstanding Checks:**

58,508.45

**Expenditures/Transfers:**[illegible]

**Total:**

**Deposits:****Total Deposits:**

**Village of Gilberts  
Water Fund  
Certificates of Deposit  
January 31, 2015**

Bank	CD#	Amount	Term	Maturity Date	Interest Rate
Barrington Bank	0940000423-1009	100,508.51	9 months	6/27/2015	.20 APY
Barrington Bank	0940000423-1006	201,016.46	9 months	9/27/2015	.20 APY
Barrington Bank	0940000423-1007	201,479.21	12 months	9/27/2015	.25 APY
 Barrington Bank CD's	 503,004.18				

**Village of Gilberts  
Water Fund  
Certificates of Deposit  
January 31, 2015**

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				

WATER FUND ILLINOIS FUNDS  
20-00-104

Village of Gilberts:  
Month Closed: January, 2015

Beginning Book Balance:	<u>181,409.42</u>	Previous YTD Credits:	<u>                    </u>
Deposits (Total):	<u>2,124.44</u>	Current Credits:	<u>2,126.29</u>
		Current YTD Credits:	<u>                    </u>
(20-00-347) Illinois Funds:	<u>1.85</u>	Previous YTD Debits:	<u>                    </u>
		Current Debits:	<u>30.00</u>
Total Voided Checks:	<u>                    </u>	Current YTD Debits:	<u>                    </u>
Subtotal:	<u>183,535.71</u>		
Checks Written (Total):	<u>                    </u>		
Returned Payments	<u>30.00</u>		
Ending Check Book Balance:	<u>183,505.71</u>		
Deposits in Transit:	<u>                    </u>		
Outstanding Checks:	<u>-</u>		
Balance per Bank Statement:	<u>183,505.71</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>54.00</u>	<u>80.00</u>
<u>158.70</u>	<u>83.32</u>
<u>217.00</u>	<u>50.00</u>
<u>113.00</u>	<u>429.00</u>
<u>288.32</u>	<u>                    </u>
<u>20.00</u>	<u>                    </u>
<u>186.00</u>	<u>                    </u>
<u>256.10</u>	<u>                    </u>
<u>189.00</u>	<u>                    </u>
	<u>                    </u>
Total Deposits:	<u>2,124.44</u>



ILLINOIS FIRST MFT MM  
30-00-104

Village of Gilberts:  
Month Closed: January, 2015

Beginning Book Balance:	<u>520,921.34</u>	Previous YTD Credits:	<u>189,136.45</u>
Deposits (Total):	<u>17,322.92</u>	Current Credits:	<u>17,328.36</u>
Interest Income:		Current YTD Credits:	<u>206,464.81</u>
(30-00-347) Money Market:	<u>5.44</u>	Previous YTD Debits:	<u>-</u>
		Current Debits:	<u>-</u>
Miscellaneous Income:		Current YTD Debits:	<u>-</u>
Subtotal:	<u>538,249.70</u>	MFT MM Balance	<u>130,349.22</u>
Checks Written (Total):		IL Funds Balance:	<u>538,249.70</u>
Returned Checks (Total):		Total balance:	<u>668,598.92</u>
Ending Check Book Balance:	<u>538,249.70</u>		
Deposits in Transit:	<u>-</u>		
Outstanding Checks:	<u>-</u>		
Balance per Bank Statement:	<u>538,249.70</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>
<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>                    </u>

Deposits:	<u>17,322.92</u>
<u>                    </u>	
<u>                    </u>	
<u>                    </u>	
<u>                    </u>	
<u>                    </u>	
<u>                    </u>	
<u>                    </u>	
Total Deposits:	<u>17,322.92</u>

**PERFORMANCE BOND MONEY MARKET**  
31-00-105

Village of Gilberts:  
Month Closed: January, 2015

Beginning Book Balance:	195,540.38	Previous YTD Credits:	241,787.78
Deposits (Total):	20,116.00	Current Credits:	20,116.00
Interest Income:		Current YTD Credits:	261,903.78
(31-00-341) Money Market:		Previous YTD Debits:	203,498.05
Transfer from G/F		Current Debits:	15,875.99
Miscellaneous Income:		Current YTD Debits:	219,374.04
Subtotal:	215,656.38		
Checks Written (Total):	15,804.44	P/Bond Balance	199,780.39
Transfer to General Fund		IL Funds Balance:	162,520.59
Transfer to Water Fund	71.55	Total balance:	362,300.98
Ending Check Book Balance:	199,780.39		
Deposits in Transit:			
Outstanding Checks:	3,046.45		
Balance per Bank Statement:	202,826.84		

**Expenditures/Transfers:**

Date:	For:	Amount:
1/6/2015	Accounts Payable	3,075.21
1/20/2015	Bond Release	12,729.23
	Bond Release	
	Accounts Payable	
	Bond Release	
	Bond Release	
	<b>Total:</b>	15,804.44

**Deposits:**

58.00	
58.00	
20,000.00	
20,116.00	

**Outstanding Checks**

302544	135.00
302569	106.00
302755	117.00
303302	29.00
303324	58.00
303450	58.00
303654	1,500.00
303662	165.00
303668	878.45

**Total Outstanding Checks** 3,046.45

PERFORMANCE BOND  
ILLINOIS FUNDS MONEY MARKET  
31-00-104

Village of Gilberts:  
Month Closed: January, 2015

Beginning Book Balance:	<u>162,520.59</u>	Previous YTD Credits:	<u>-</u>
Deposits (Total):	<u>                    </u>	Current Credits:	<u>-</u>
Interest Income:	<u>                    </u>	Current YTD Credits:	<u>-</u>
(31-00-341) Money Market:	<u>                    </u>	Previous YTD Debits:	<u>                    </u>
Transfer from G/F (Impact Fees)	<u>                    </u>	Current Debits:	<u>-</u>
Miscellaneous Income:	<u>                    </u>	Current YTD Debits:	<u>-</u>
Subtotal:	<u>162,520.59</u>		
Checks Written (Total):	<u>                    </u>		
Transfer to General Fund	<u>                    </u>		
Ending Check Book Balance:	<u>162,520.59</u>		
Deposits in Transit:	<u>                    </u>		
Outstanding Checks:	<u>1.65</u>		
Balance per Bank Statement:	<u>162,522.24</u>		

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

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

Village of Gilberts:  
Month Closed: January, 2015

Beginning Book Balance:	<u>40,047.38</u>	Previous YTD Credits:	<u>9,083.87</u>
Deposits (Total):	<u></u>	Current Credits:	<u>17.01</u>
Interest Income:	<u>17.01</u>	Current YTD Credits:	<u>9,100.88</u>
(34-00-341) Money Market:	<u></u>	Previous YTD Debits:	<u>1,502.50</u>
		Current Debits:	<u>-</u>
Miscellaneous Income:	<u></u>	Current YTD Debits:	<u>1,502.50</u>
Subtotal:	<u>40,064.39</u>		
Checks Written (Total):	<u>-</u>		
Returned Checks (Total):	<u></u>		
Ending Check Book Balance:	<u>40,064.39</u>		
Deposits in Transit:	<u></u>		
Outstanding Checks:	<u>-</u>		
Balance per Bank Statement:	<u>40,064.39</u>		
Expenditures/Transfers:			
	<b>Date:</b>	<b>For:</b>	<b>Amount:</b>
	<u></u>	<u>Accounts Payable</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>
		<b>Total:</b>	<u>-</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>
Total Deposits:	<u>2,304.00</u>

Village of Gilberts:  
Month Closed: January, 2015

Beginning Book Balance:	<u>12,736.69</u>	Previous YTD Credits:	<u>12,736.69</u>
Deposits (Total):	<u>70,687.27</u>	Current Credits:	<u>70,696.31</u>
Interest Income:	<u>9.04</u>	Current YTD Credits:	<u>83,433.00</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>83,433.00</u>		
Checks Written (Total):	<u></u>		
Returned Checks (Total):	<u></u>		
Ending Check Book Balance:	<u>83,433.00</u>		
Deposits in Transit:	<u></u>		
Outstanding Checks:	<u>-</u>		
Balance per Bank Statement:	<u>83,433.00</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>
<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>-</u>

Deposits:

<u></u>
<u></u>
<u></u>
<u></u>
<u></u>
<u></u>
<u></u>
<u></u>

Total Deposits: -

**40-00-105**

**Month Closed: January, 2015**

<b>Balance per Bank Statement:</b>	9,382.60
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**Total:** \_\_\_\_\_

**Total Deposits/Direct Deposits:** \_\_\_\_\_

VOG PAYROLL ACCT  
01-00-125

Village of Gilberts:  
Month Closed: January, 2015

Beginning Book Balance:	<u>                    -</u>	Previous YTD Credits:	<u>                                    </u>
Deposits (Total):	<u>                  130,937.99</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>                  130,937.99</u>
Checks Written (Total):	<u>                  130,937.99</u>
Voided Checks (Total):	<u>                                    </u>
Ending Check Book Balance:	<u>                    -</u>
Deposits in Transit:	<u>                                    </u>
Outstanding Checks:	<u>                  8,950.06</u>
Balance per Bank Statement:	<u>                  8,950.06</u>

Expenditures/Transfers:			
	Date:	For:	
	1/15/2015	Payroll	46,846.25
	1/29/2015	Payroll	62,840.49
	1/15/2015	Payroll-Water	10,884.88
	1/29/2015	Payroll-Water	10,366.37
		Payroll	
		Total:	<u>                  130,937.99</u>

Outstanding Checks:			
Check #:	Amount:	Check#:	Amount:
17910	288.17		
17946	443.00		
17952	204.56		
17962	1,789.57		
17963	924.44	Flex Benefits	4,994.04
17973	198.00	Total:	<u>                  8,950.06</u>
17974	108.28		

# 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
1/31/2015	\$ 250.00	January Overweight	\$ 1,206,090.82
1/31/2015	\$ (3,287.69)	Mason Road Engineering	\$ 1,202,803.13
1/31/2015	\$ (221,000.40)	Mason Road Work	\$ 981,802.73

**DRAFT BILLS AND SALARES  
FEBRUARY 24, 2015**

VENDOR ID	VENDOR	GRAND TOTAL	GENERAL FUND	DEVELOPER DONATIONS	PERMIT PASS THURS	PERFORMANCE BONDS AND ESCROWS	WATER FUND	PAYROLL
		<b>111,310.44</b>	<b>82,927.41</b>	<b>-</b>	<b>-</b>	<b>8,491.75</b>	<b>19,891.28</b>	<b>-</b>
	POSTAGE-UB BILLING	134.88					134.88	
ACE002	ACE COFFEE BAR INC.	21.50	21.50					
ALTPOW01	ALTERNATE POWER, INC	592.50					592.50	
ANCEL	ANCEL, GLINK, DIAMOND, BUSH,	14,579.11	8,154.11			6,425.00		
AZAVAR01	AZAVAR AUDIT SOLUTIONS, INC.	51.09	51.09					
B&F001	B&F CONSTRUCTION CODE SVC, INC	1,494.50	1,384.50			110.00		
B&W001	BAXTER & WOODMAN, INC.	7,541.65	5,642.90			1,898.75		
BANKCARD	CARD SERVICES	2,258.23	1,800.23				458.00	
BPC001	BENEFIT PLANNING CONSULTANTS,	100.00	100.00					
BUGMAN	THE BUG MAN, INC	66.00	66.00					
CALLONE	CALL ONE	1,323.59	1,039.47				284.12	
CAR001	INTEGRATED PURCHASING OPTIONS	131.54	131.54					
CARUS01	CARUS CHEMICAL COMPANY	6,012.72					6,012.72	
CDWG01	CDW GOVERNMENT, INC.	119.99	119.99					
CENT002	CENTRAL SALT	8,335.54	8,335.54					
COM003	COMMONWEALTH EDISON	1,447.41	1,447.41					
CONSTELL	CONSTELLATION NEWENERGY, INC.	6,005.44					6,005.44	
CUCCI001	CUCCI AUTO GROUP LLC	3,643.69	3643.69					
DEERE	JOHN DEERE LANDSCAPES	122.97					122.97	
FOX01	FOX VALLEY SECURITY SYSTEMS	312.00	312.00					
HENDER01	HENDERSON PRODUCTS, INC	181.26	181.26					
IGFOA01	ILLINOIS GOVERNMENT FINANCE	200.00	200.00					
ILLCHEFI	ILLINOIS ASSOCIATION OF CHIEFS	95.00	95.00					
KANECHAM	NORTHERN KANE COUNTY	20.00	20.00					
KCRECORD	KANE COUNTY RECORDER	188.00	141.00				47.00	
MACCARB	MACCARB, INC.	23.35	23.35					
MANALY01	MCHENRY ANALYTICAL WATER	373.00					373.00	
MDCENV01	MDC ENVIRONMENTAL SVCS.	46,236.20	46,236.20					
MEN002	MENARDS - CARPENTERSVILLE	128.81	128.81					
METRO001	METRO WEST COUNCIL	30.00	30.00					
MORTSALT	MORTON SALT	2,638.56					2,638.56	
NAPA01	DUNDEE NAPA AUTO PARTS	324.25	324.25					
NEX001	NEXUS OFFICE SYSTEMS	76.92	76.92					
NIG001	NICOR	819.17					819.17	

**FEBRUARY 24, 2015**

VENDOR ID	VENDOR	GRAND TOTAL	GENERAL FUND	DEVELOPER DONATIONS	PERMIT PASS	PERFORMANCE BONDS AND ESCROWS	WATER FUND	PAYROLL
NPA001	NOTARY PUBLIC ASSOCIATION	59.00	59.00		THRUS			
OEIPRODS	OEI PRODUCTS, INC	573.00	238.00				335.00	
PETT01	P.F. PETTIBONE & CO.	591.00	591.00					
PRANAL01	PRAIRIE ANALYTICAL	927.00					927.00	
PROV002	PROVENA ST. JOSEPH HOSPITAL	322.00	186.00				136.00	
SHRED01	SHRED-IT-USA-CHICAGO	267.50	267.50					
STAPLES	STAPLES ADVANTAGE	464.67	447.88				16.79	
SUBLAB01	SUBURBAN LABORATORIES	606.00					606.00	
T0001778	MOHAN MUPPIRALA	256.00					256.00	
T0001781	JEFFREY A. SCHEIDER	58.00				58.00		
TESSEN	TESSENDORF MECHANICAL	530.11	530.11					
TOUS001	STEPHEN D. TOUSEY LAW OFFICE	300.00	300.00					
ULTRA01	ULTRA STROBE COMMUNICATIONS	289.65	289.65					
VERIZ01	VERIZON WIRELESS	437.64	311.51				126.13	

**RESOLUTION**

**VILLAGE OF GILBERTS**

**Resolution authorizing a Professional Service agreement between the Village of Gilberts and Current Technologies to provide IT services**

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 authorizes the Village President and Village Clerk to execute a Professional Service agreement with Current Technologies to provide IT services and such documents as are necessary and convenient to effectuate the professional service agreement as here by attached hereto and made a part hereof as Exhibit A as approved.

**Section 2:**

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

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by a roll call vote as follows:

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015

\_\_\_\_\_  
Village President, Rick Zirk

(SEAL)

ATTEST:

\_\_\_\_\_  
Village Clerk, Debra Meadows

**VILLAGE OF GILBERTS**  
**PROFESSIONAL SERVICES AGREEMENT**

This **AGREEMENT** is dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("**Agreement**"), and is by and between the **VILLAGE OF GILBERTS** ("**Village**") and **CURRENT TECHNOLOGIES** ("**Consultant**")

**IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the Village's authority, the parties agree as follows:

**SECTION 1. CONSULTANT AND SCOPE OF SERVICES.**

**A. Engagement of Consultant.** The Village desires to engage the Consultant to perform and to provide the professional consulting services described in the Consultant's proposal, a copy of which is attached as **Exhibit A** to this Agreement ("**Proposal**"). The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services set forth in the Proposal ("**Services**") in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

**B. Commencement; Time of Performance.** The Consultant shall commence the Services immediately upon receipt of written notice that this Agreement has been fully executed by the Parties ("**Commencement Date**"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the Village, but in no event later than \_\_\_ days after the execution of this Agreement ("**Time of Performance**"), unless extended by the Village in its discretion.

**C. Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified in the Proposal without the prior express written authorization of the Village Administrator. The Consultant shall submit invoices in an approved format to the Village for costs incurred by the Consultant in performing the Services. The amount billed in such invoice for the Services shall be based on the rates set forth in the Proposal. The Village shall pay to the Consultant the amount billed within 30 days after receiving such an invoice.

**D. Term.** The term of this Agreement shall be one year. Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed determined on the basis of the rates set forth in the Proposal.

**SECTION 2. CONFIDENTIAL INFORMATION.**

**A. Confidential Information.** The term "**Confidential Information**" shall mean information in the possession or under the control of the Village relating to the technical,

business, or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of said information to the Consultant under this Agreement ("**Time of Disclosure**"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

**B. No Disclosure of Confidential Information by the Consultant.** The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

### **SECTION 3. INDEMNIFICATION.**

The Consultant proposes and agrees that the Consultant shall indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in this Agreement.

### **SECTION 4. DEFAULT.**

**A. By Consultant.** If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any such Event of Default within 10 business days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Consultant.** The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. Termination of Agreement by Village. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. Withholding of Payment by Village. The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

B. By Village. If it should appear at any time that the Village has failed or refused to honor its obligations under this Agreement, or modification thereto, including but not limited to providing access to the Consultant for the Consultant to perform work or pay the Consultant as required hereunder or according to any Proposals submitted, or has otherwise failed, refused, or delayed to perform or satisfy the Village's obligations or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any such Event of Default within 10 business days after the Village's receipt of written notice of such Event of Default from the Consultant, then the Consultant shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Village. The Consultant may require the Consultant, within a reasonable time, to complete or correct all or any part of the Event of Default; and to take any or all other action necessary to bring the Village into compliance with this Agreement.

2. Termination of Agreement by Consultant. The Consultant may terminate this Agreement without liability for further performance of the Consultant's obligations under the Agreement, any modification thereof, or the Proposals, after the effective date of termination. The Consultant shall not be required to perform any of the work set forth in this Agreement, any modification thereto or in the Proposals, during the period of time that Consultant provided notice of the Event of Default to the Village and until said Event of Default is cured.

## **SECTION 5. SPECIAL PROVISIONS.**

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time

during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

**C. No Collusion.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

**D. No Personal Liability.** No elected or appointed official or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

**E. Compliance With Laws and Grants.** Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services. Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors, performance of, or failure to perform, the Services or any part thereof. Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

**F. Mutual Cooperation.** The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance of and the completion of the Services and with any other consultants engaged by the Village.

**G. Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, collected, or received by the Consultant 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. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village. The Village shall have no right in the designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes or other documents prepared by the Consultant, unless in the form of a written report to the Village; provided, however, that Consultant shall promptly provide all passwords, access codes, as well as copies of all documentation, data, and information generated by Consultant while providing the Services to the Village promptly at the request of the Village, and shall cooperate with the Village in responding to all Freedom of Information Act requests, court orders, and subpoenas for Village records."

## **SECTION 6. GENERAL PROVISIONS.**

**A. Amendment.** No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

**B. Assignment.** This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

**C. Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties to this Agreement and their agents, successors, and assigns.

**D. Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

William Beith  
Village of Gilberts  
87 Galligan Road  
Gilberts, IL 60136

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Frank Shoemaker  
Current Technologies  
1423 Centre Circle  
Downers Grove, IL 60515

E. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.

F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. **Time.** Time is of the essence in the performance of this Agreement.

H. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. **Governing Laws.** This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

J. **Authority to Execute.**

1. **The Village.** The Village hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities. In the event this Agreement, or any modification of this Agreement, exceeds the statutory amount authorized by the person(s) executing this Agreement, the Village shall provide written authorization from the Village Board and Village Clerk prior to the Consultant proceeding with the work. In the event the person(s) who execute this Agreement, or any modification thereof, does not have the requisite authority, said person(s) hereby agree that they are executing this Agreement or modification personally and shall be personally liable for all costs, expenses, including but not limited to attorney's fees and court costs, in collecting the amounts due under this Agreement or modification thereof and for any amounts that the Village refuses to pay or a court of competent jurisdiction determines the Village is not legally obligated to pay.

2. **The Consultant.** The Consultant hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement.

L. **Waiver.** Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

M. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

O. **Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

Q. **Exhibits.** Exhibit A is attached to this Agreement, and by this reference incorporated in and made a part of, this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

R. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

ATTEST:

VILLAGE OF \_\_\_\_\_

By: \_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Village Administrator

ATTEST:

CONSULTANT

By: \_\_\_\_\_

By:  \_\_\_\_\_

Title: \_\_\_\_\_

Its: President \_\_\_\_\_

## **EXHIBIT A**

### **PROPOSAL**

IT Service and Support  
Time and Materials Agreement For  
Village of Gilberts, IL

\_\_\_\_\_, 20\_\_\_\_

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#### **DESCRIPTION OF TIME AND MATERIALS AGREEMENT**

Current Technologies Corporation (CTC) agrees to provide Information Technology (IT) services to the Village of Gilberts, IL on a Time and Materials basis. Current Technologies feels that one of our strong advantages over competition is the depth and versatility of our support staff. The purpose of the Agreement is to avail the Village of Gilberts, IL of that talent on a Time and Materials basis.

**Labor Rate** – The Village of Gilberts will be invoiced on a Time and Materials basis for IT support. That labor rate for support either onsite or remote is \$120.00 per hour, billed to the ¼ hour.

**Travel Fee** – The travel fee applied to onsite visits is waived.

**Convenience** – The Village of Gilberts does not have to create a purchase order for every request for service event.

**Emergency on-site support after normal business hours will be billed at 1.5 times the above stated labor rates.**

#### **USAGE OF TIME and MATERIALS Agreement**

This Agreement can be utilized for, but not limited to the following:

- 1) Server Administration, Implementation, Migration, and Virtualization Projects
- 2) Security & Availability Projects including Firewall / Antivirus / Antispam / Backup
- 3) Networking Projects including Design, Installation, and Maintenance on Routers, Switches and Wireless Devices
- 4) Workstation Infrastructure Installation & Migration
- 5) Remote and Onsite User Support

### STANDARD RESPONSE TIMES

We strive to provide timely service and provide the following minimum service levels.

- 1) Remote service within 1 Hour for network down emergencies
- 2) Onsite service within 4 Hours for network down emergencies
- 3) Remote service within 4 Hours for non-emergency work
- 4) The Primary assigned consultant can typically be scheduled for onsite service when we have 1-3 days advance notice.

### PAYMENT

Payment terms are: Net 30

  
\_\_\_\_\_  
Current Technologies Corporation

\_\_\_\_\_  
Village of Gilberts, IL

1/27/15  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

RESOLUTION NO. 8-2015

**RESOLUTION FOR PARTICIPATION IN STATE OF ILLINOIS  
FEDERAL SURPLUS PROPERTY PROGRAM**

**WHEREAS**, the Village of Gilberts has limited fiscal resources available for the procurement of heavy-duty construction equipment, vehicles, commodities, and other property, and

**WHEREAS**, the State of Illinois' Federal Surplus Property Program offers a variety of surplus property at approximately 5-25 percent of the acquisition value, effectively reducing program costs by acquiring items that have been used to their life expectancy or property that must be replaced for safety or economic reasons; and

**WHEREAS**, the Village of Gilberts agrees to the following terms and conditions; to use the surplus property only in the official program which it represents; and upon receipt, agrees to place the surplus property into use within one year; and it agrees that the property shall be used for a period of one year (certain items, eighteen months); that it agrees it will not sell, loan, trade or tear down the property without written consent from the State of Illinois; and

**WHEREAS**, the Village of Gilberts understands that the surplus property must be used in an authorized program and that personal use or non-use of surplus property is not allowed.

**THEREFORE, WE THE ELECTED OFFICIALS** for the Village of Gilberts do hereby consent and decree that the Village of Gilberts is authorized to participate in the State of Illinois Federal Surplus Property Program.

**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 David LeClercq	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Louis Hacker	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Patricia Mierisch	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2015

(SEAL)

\_\_\_\_\_  
Village President Rick Zirk

ATTEST:

\_\_\_\_\_  
Village Clerk, Debra Meadows



January 27, 2015

Account Number: F045-H-002

Account Expires: 03/27/2015

Village of Gilberts  
87 Galigan Road  
Gilberts, IL 60136  
ATTN: Steve Williams

Dear Donee:

In accordance with the Federal Property Management Regulation FSS P4025.4 Chapter 2, Paragraph 8.K and the Illinois State Plan of Operation, the Illinois State Agency for Federal Surplus Property is required to update your eligibility record to ensure continuing eligibility through the **Federal Assistance Program**. In order for your institution to maintain its status as an eligible donee of Federal Surplus Property, please complete and return the enclosed application; **along with your completed and signed three-page application, please include the following:**

- ◆ Resolution from your Board of Directors/Trustees authorizing your participation (sample enclosed);
- ◆ Brief written narrative of programs and services offered and description of facilities operated (1-2 paragraphs or copies from city/facility brochures, etc.);
- ◆ Description/documentation of sources of funding: copy of Current Budget or Tax Levy;
- ◆ Copy of the tax-exempt letter you received from the Illinois Department of Revenue (must reflect current name/address of entity).

Personal property may be acquired by any tax-supported agency, including the various departments, divisions, bureaus and agencies of state government or any agency thereof. Local governments including cities, villages, and townships, or any of their divisional agencies, any agency created by compact or agreement between unit of government at all levels, or multi-jurisdictional districts created by law may also be eligible participants. In addition, private non-profit and tax-exempt educational or health related organizations may be eligible, based upon a full description of their program and certification by the Illinois Attorney General. If you have any further questions regarding eligibility, please feel free to contact my office at **(217)785-6903**.

**PLEASE NOTE: Your application cannot be processed until receipt and review of the above-requested documentation; partial submissions will be returned as being incomplete. PURCHASES CANNOT BE MADE UNTIL UPDATE IS COMPLETE.**

Sincerely,

*Curtis A. Howard*

Administrator, Property Control Division

**ILLINOIS STATE AGENCY FOR FEDERAL SURPLUS PROPERTY (IL-SASP)**

CMS Bureau of Agency Services – Property Control Division  
Federal Surplus Property Program  
1924 South 10 ½ Street  
Springfield IL 62703 PHONE: (217) 785.6903

**INSTRUCTIONS FOR COMPLETING THE APPLICATION FOR ELIGIBILITY FORM**

*(Please type or print in blue or black ink only)*

**SECTION I:** Provide the full legal name of your organization on the first line of this section. Provide the mailing address of your organization as recognized by the U.S. Postal Service. Include ZIP Code. Provide the street address if different from mailing address, or provide directions if located on a rural route or other remote area. List the county in which the organization is actually located and a business telephone number with area code.

**SECTION II:** Check the appropriate box which describes your organization. If you are unable to determine which status to check, please contact this office for assistance at (217) 785-6903.

**SECTION III:** Check the appropriate box or boxes (check all that apply) which indicates the type or purpose of your organization.

**SECTION IV:** A comprehensive written description of all programs or services provided is required. A description of the operational facilities should also be included. Be sure to include information of staff and staff qualifications, hours of operation, services and programs offered, population or enrollment, fees charged, etc. Include samples of pamphlets, catalogs, brochures or posters. If incorporated, include complete copy of Articles of Incorporation with all filing certificates and amendments, and a copy of your current bylaws.

**SECTION V:** Check the appropriate box which indicates the organization's sources of funding. Supporting documentation indicating the types and amounts of funding must be submitted with the completed application (copies of current budget and/or tax levy, if applicable, are acceptable).

**SECTION VI:** All applicants making application as "nonprofit, tax-exempt organizations" must provide a copy of the IRS determination letter indicating tax exemption under Section 501 of the IRS Code of 1954. The name and address of the organization on this IRS letter must match the name and address provided in Section I of this application. If not, include sufficient evidence such as amendments to Articles of Incorporation, or Assumed Name filing certificates to establish as "audit trail" of names showing the legal connection.

**SECTION VII:** Applicants making application as "nonprofit, tax-exempt organization" are required to submit evidence that the applicant is currently approved, accredited, or licensed. Programs for older individuals must include evidence of funding under the Older Americans Act of 1965; Titles IV or XX of the Social Security Act; Titles VIII or X of the Economic Development Act of 1964; or the Community Services Block Grant Act. Providers of assistance to homeless individuals must include a letter from the mayor, county judge, city or county health offices or comparable authority which certifies that applicant is a "provider of assistance to the homeless". The certification must identify the service or assistance being provided and the number of individuals receiving such assistance.

**SECTION VIII:** Annotate date and provide an original signature of applicant's Authorized Official (President, Chairman of the Board, County Judge, Mayor, City Manager, Executive Director, Administrator, Fire Chief, or other comparable authorized official). Photo copied, rubber stamped, machine produced, carbon, or other facsimile-type signatures are not acceptable.

**NOTE: INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. USE THIS INSTRUCTION SHEET AS YOUR CHECK LIST TO ASSURE ALL REQUIRED INFORMATION AND DOCUMENTATION IS PROVIDED. IF YOU HAVE A QUESTION OR NEED ASSISTANCE CALL (217)785-6903. PLEASE RETAIN A COPY FOR YOUR RECORDS AND SUBMIT THE ORIGINAL TO THE ADDRESS ABOVE.**

ILLINOIS STATE AGENCY FOR FEDERAL SURPLUS PROPERTY

Federal Surplus Property Program  
1924 South 10 1/2 Street  
Springfield IL 62703 PHONE: (217) 785.6903

APPLICATION FOR ELIGIBILITY

To Receive Federal Surplus Property (41 CFR 101-44-207)

Federal Surplus Account Number Issued: \_\_\_\_\_ (To be completed by CMS Office)

I. LEGAL NAME & MAILING ADDRESS OF APPLICANT ORGANIZATION:

Village of Gilberts  
Name of Organization Federal Tax ID #  
87 Gulligan Rd, Gilberts IL  
Mailing Address (P.O. Box #, Street, City & State) Zip Code 60136

Street Address/ Location (if different from mailing address)

Kane ( ) 847-428-2861  
County Telephone #

II. APPLICANT STATUS (CHECK ONE):

- ☒ Public Agency including Public Schools (check one) ☐ Nonprofit, tax-exempt organization (Provide Evidence)  
☐ Nonprofit Health -OR- ☐ Nonprofit Education

III. TYPE OR PURPOSE OF ORGANIZATION:

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> State                   | <input type="checkbox"/> College or University           | <input type="checkbox"/> Child Care Center          |
| <input type="checkbox"/> County                  | <input type="checkbox"/> SPA 8(a)                        | <input type="checkbox"/> Museum                     |
| <input checked="" type="checkbox"/> City/Village | <input type="checkbox"/> Elementary or Secondary School  | <input type="checkbox"/> S.E.A. (Scouts, Red Cross) |
| <input type="checkbox"/> Education               | <input type="checkbox"/> Program for Older Individuals   | <input type="checkbox"/> Radio/TV Station           |
| <input type="checkbox"/> Hospital/Health         | <input type="checkbox"/> Library                         | <input type="checkbox"/> Nursing Home               |
| <input type="checkbox"/> Township                | <input type="checkbox"/> Hospital                        | <input type="checkbox"/> Public Health / Clinic     |
| <input type="checkbox"/> Road District           | <input type="checkbox"/> Americans w/ Disabilities       | <input type="checkbox"/> Provider to Needy (Food)   |
| <input type="checkbox"/> Public Safety           | <input type="checkbox"/> Provider to Homeless (Shelters) | <input type="checkbox"/> Veteran Organizations      |

IV. PROVIDE A WRITTEN DESCRIPTION OF PROGRAM OR SERVICES OFFERED, INCLUDING A DESCRIPTION OF FACILITIES OPERATED. (REQUIRED)

V. SOURCES OF FUNDING (ATTACH SUPPORTING DOCUMENTATION):

- ☒ Tax Supported ☐ Grant ☐ Contributions ☐ Other (Specify) \_\_\_\_\_

VI. HAS THE ORGANIZATION BEEN DETERMINED TO BE TAX EXEMPT UNDER SECTION 501 OF THE INTERNAL REVENUE CODE OF 1954: yes (COPY REQUIRED)

VII. HAS THE ORGANIZATION BEEN APPROVED, ACCREDITED, OR LICENSED? yes (COPY REQUIRED) BY WHAT AUTHORITY? State of Illinois

VIII. \_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant Signature

## ILLINOIS STATE AGENCY FOR FEDERAL SURPLUS PROPERTY

Federal Surplus Property Program  
1924 South 10 1/2 Street  
Springfield IL 62703

## AUTHORIZED REPRESENTATIVES

## I. LEGAL NAME &amp; MAILING ADDRESS OF APPLICANT ORGANIZATION:

FEDERAL TAX ID #: \_\_\_\_\_

Email: RKeller@villageofgilberts.comVillage of Gilberts  
Name of OrganizationPresident, Rick Zirk  
Administrative Head87 Galligan Rd, Gilberts  
Mailing Address (P.O. Box #, Street, City & State)IL 60136  
Zip Code

Street Address/Location (If different from mailing address)

Kane  
County847-428-2861  
Telephone #Administrator Ray Keller  
Send Correspondence to the Above Named Representative847-428-2955  
Fax #

## II. THE FOLLOWING REPRESENTATIVES ARE DESIGNATED TO:

- A. Represent Donee Organization as its authorized agent; and
- B. Acquire Federal surplus property on behalf of the Donee Organization; and
- C. Obligate necessary Donee Organization funds for this purpose; and
- D. Execute Distribution Documents binding the Donee Organization to the terms, conditions, reservations, and restrictions applying to Property obtained through the agency.

☒ III. NEW DESIGNATIONS  
(Delete all previous authorizations)☐ ADDITIONAL DESIGNATIONS ONLY  
(Add to previous authorizations)

## IV. REPRESENTATIVES

Print Name

Title

Signature

<u>Louis Rossi</u>	<u>Chief of Police</u>	_____
<u>Ray Keller</u>	<u>Administrator</u>	_____
<u>John Swedberg</u>	<u>Public Works Supervisor</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## V. CERTIFICATION

Date

Signature of Authorized Official (Applicant)

Title

LENGTH OF ELIGIBILITY GRANTED BY CMS:

\_\_\_\_\_ YEAR(S) (FOR CMS OFFICE USE ONLY)

ILLINOIS STATE AGENCY FOR FEDERAL SURPLUS PROPERTY

Federal Surplus Property Program  
1924 South 10 1/2 Street  
Springfield IL 62703

NONDISCRIMINATION ASSURANCE

LEGAL NAME & MAILING ADDRESS OF APPLICANT ORGANIZATION:

Village of Gilberts  
Name of Organization  
87 Gabbigan Rd. Gilberts IL 60136  
Mailing Address (P.O. Box #, Street, City & State) Zip Code

Kone  
Street Address/ Location (If different from mailing address)  
County

Village of Gilberts, the donee,  
(Name of Organization)

agrees that the program for or in connection with which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulations of the General Services Administration (41 C.F.R. 101-6.2 and 101-B) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended, section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, section 303 of the Age Discrimination Act of 1975, and the Civil Rights Restoration Act of 1987, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees (1) that this agreement shall be subject in all respects to the provisions of said Federal statutes and regulations, (2) that this agreement obligates the donee for the period during which it retains ownership or possession of the property, (3) that the United States shall have the right to seek judicial enforcement of this agreement, and (4) that this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

Date

Signature of Authorized Official (Applicant)

APPROVAL/ACCEPTANCE FOR STATE AGENCY USE ONLY

This applicant has been determined: ☐ eligible ☐ ineligible ☐ conditionally eligible  
as: ☐ a public agency ☐ nonprofit education ☐ nonprofit health

Account Number: \_\_\_\_\_ Eligibility Expires: \_\_\_\_\_

Date: \_\_\_\_\_ CMS Administrator: \_\_\_\_\_  
(Signature)

LENGTH OF ELIGIBILITY GRANTED: \_\_\_\_\_ YEAR(S)  
(Enter on Authorized Representatives page)

**RESOLUTION****VILLAGE OF GILBERTS****A Resolution authorizing the purchase agreement between the Village of Gilberts and Currie Motors for one Ford Utility Police Interceptor**

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 authorizes the Village President and Village Clerk to execute a purchase agreement between the Village of Gilberts and Currie Motors Frankfort, Illinois and such documents as are necessary and convenient to effectuate the purchase of one 2015 Ford Utility Police Interceptor AWD in the amount not to exceed \$25,982.00 as attached hereto and made part hereof as Exhibit A as approved.

**Section 2:**

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

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by a roll call vote as follows:

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015

\_\_\_\_\_  
Village President, Rick Zirk

(SEAL)

ATTEST:

\_\_\_\_\_  
Village Clerk, Debra Meadows

Published: \_\_\_\_\_



**Please enter the following:**

<b>Agency Name &amp; Address</b>	Gilberts Police Dept. 86 Railroad Street Gilberts, Illinois 60136
<b>Contact Name</b>	Chief L. Rossi
<b>Phone Number</b>	(847) 428-2954
<b>Purchase Order Number</b>	021115LR122
<b>Total Dollar Amount</b>	\$25,982
<b>Total Number of Units</b>	ONE (1)
<b>Delivery Address</b>	86 Railroad Streer Gilberts, Illinois 60136

**Please submit P.O. & tax exempt letter with Vehicle Order:**

*Currie Motors  
9423 W. Lincoln Hwy  
Frankfort, IL 60423  
PHONE: (815)464-9200 FAX: (815) 464-7500  
CurrieFleet@gmail.com  
Contact Person: Tom Sullivan*

IF WE HAVE MISSED AN OPTION, PLEASE CONTACT OUR OFFICE.  
COMPLETE UNITS IN STOCK FOR IMMEDIATE DELIVERY, CAN BE VIEWED  
ON OUR WEBSITE [WWW.CURRIEFLEET.COM](http://WWW.CURRIEFLEET.COM)

Contract# 122

# GILBERTS POLICE DEPARTMENT

PURCHASE ORDER ACQUISITION # 021115LR122

DATE: 11 February 2015

BUSINESS: Currie Motors

Attention: Tom Sullivan

9423 W. Lincoln Highway, Frankfort, IL 60421

## PURCHASE DESCRIPTION:

One (1) 2015 Ford Utility Police Interceptor AWD Contract #122 (See faxed sheet)

DOLLAR AMOUNT: \$25,982

APPROVED BY: Chief L. Rossi

SIGNATURE: 



## 2015 Ford Utility Police Interceptor AWD Contract # 122



Currie Motors Fleet

"Nice People To Do Business With"

Your Full-Line Municipal Dealer  
[www.CurrieFleet.com](http://www.CurrieFleet.com)

GOOD THRU: November 08, 2014



**2015 Ford Utility Police Interceptor AWD**  
**Contract # 122**  
**\$24,800.00**

3.7 TI-VCT V6 FFV  
6-Speed Automatic  
Rear recovery hooks  
Independent front/rear suspension  
Engine Oil Cooler  
18.6 gallon fuel tank  
Engine Hour Meter  
220 Amp Generator  
78 Amp Hour Battery  
Lower black body side cladding  
Dual Exhaust  
Black spoiler  
Electric Power Assist Steering  
Acoustic laminated windshield  
18" Tires and Wheels  
Fixed glass lift gate  
Full Size Spare  
AM/FM/CD  
Roll curtain airbag  
Safety Canopy W/Roll Over  
Sensor  
Anti-Lock Brakes With Advanced  
Trac and traction control  
Bi functional projector headlamps  
LED tail lamps  
2<sup>nd</sup>/3<sup>rd</sup> Row Privacy Glass  
My Ford police cluster

All-Wheel Drive  
Manual folding power mirror  
Fold flat 60/40 rear vinyl bench  
Single zone manual Climate  
Control  
Power Windows  
Power Locks  
Cruise Control/Tilt Wheel  
Calibrated Speedometer  
Column Shift  
Work Task Light red/white  
Simple fleet key  
Power Adjustable Pedals  
Two-Way Radio Pre-Wire  
Particulate air filter  
Power Pig tail  
Delivery Within 30 Miles

**Standard Warranty:**

Basic: 3 Years/ 36,000 Miles  
Drivetrain: 5 Years/100,000 Miles  
Corrosion: 5 Years/ Unlimited  
Miles  
Emissions: 8 Years/80,000 Miles  
Roadside Assistance:  
5Years/60,000 Mile

**Optional Equipment:**

<input type="checkbox"/>	3.5L V-6 Ecoboost	\$3,120.00
<input checked="" type="checkbox"/>	Spot Light Drivers Side Incandescent	\$215.00
<input type="checkbox"/>	Daytime Running Lights	\$38.00
<input type="checkbox"/>	Spot Light Drivers Side LED Bulb	\$395.00
<input type="checkbox"/>	Dual Spot Lights Incandescent	\$298.00
<input type="checkbox"/>	Dual Spot Lights LED Bulb	\$527.00
<input type="checkbox"/>	Code3 Light Bar – loose shipped <b>*New Pricing</b>	\$1,349.00
<input type="checkbox"/>	Whelen Light Bar – loose shipped	\$1,475.00
<input type="checkbox"/>	Control Box For Lights – loose shipped	\$175.00
<input type="checkbox"/>	Two Tone Vinyl Package	\$794.00
<input type="checkbox"/>	4-Doors/Roof Accent Paint	\$1,795.00
<input type="checkbox"/>	Vinyl Word Wrap “Police”	\$726.00
<input type="checkbox"/>	16” Push Bumpers	\$665.00
<input type="checkbox"/>	18” Full Wheel Face Covers	\$51.00
<input type="checkbox"/>	Pre-wiring grill lamp, siren, speaker	\$50.00
<input type="checkbox"/>	100 Watt siren/speaker	\$300.00
<input checked="" type="checkbox"/>	Keyed Alike <span style="margin-left: 100px;">1284</span>	\$44.00
<input type="checkbox"/>	Ballistic drivers door panel	\$1,448.00
<input type="checkbox"/>	Ballistic front door panels	\$2,794.00
<input type="checkbox"/>	Rear view camera	\$503.00
<input type="checkbox"/>	Sync & Reverse sensing	\$529.00
<input type="checkbox"/>	Lockable gas cap	\$20.00
<input type="checkbox"/>	Blind spot monitoring-requires Sync	\$490.00
<input type="checkbox"/>	Remote keyless entry n/a with keyed alike	\$255.00
<input type="checkbox"/>	Reverse sensing	\$254.00
<input checked="" type="checkbox"/>	Engine block heater	\$35.00
<input type="checkbox"/>	1 <sup>st</sup> /2 <sup>nd</sup> row carpet	\$107.00
<input checked="" type="checkbox"/>	Rear handles & locks inoperable	\$35.00
<input checked="" type="checkbox"/>	Rear window switches delete	\$35.00
<input type="checkbox"/>	Hidden door lock plunger	\$119.00
<input type="checkbox"/>	Remappable (4) switches	\$155.00
<input type="checkbox"/>	Rear console plate	\$35.00
<input type="checkbox"/>	Auxiliary A/C	\$568.00
<input type="checkbox"/>	Radio suppression straps	\$135.00
<input checked="" type="checkbox"/>	Dark car feature (courtesy lights inop)	\$50.00
<input checked="" type="checkbox"/>	Over-ride switch	\$285.00
<input checked="" type="checkbox"/>	All weather mats	\$100.00
<input type="checkbox"/>	Prisoner partition – loose shipped	\$705.00
<input type="checkbox"/>	Prisoner rear seat/barrier – loose shipped	\$1,250.00
<input type="checkbox"/>	Rustproof & Undercoat	\$395.00
<input type="checkbox"/>	Remote start	\$450.00
<input type="checkbox"/>	Scotch guard	\$125.00
<input type="checkbox"/>	Roof rack side rails	\$100.00
<input type="checkbox"/>	Hidden door lock plunger w/inop handles	\$279.00
<input checked="" type="checkbox"/>	Dome lamp red/white cargo area	\$43.00

<input type="checkbox"/>	CD-Rom service manual	\$295.00
<input type="checkbox"/>	Delivery over 30 miles	\$125.00
<input checked="" type="checkbox"/>	License and Title fees MP plates	\$220.00

### Optional Packages:

<input type="checkbox"/>	<b>Police Wire Harness Connector Kit – Front</b> For connectivity to Ford PI Package solutions includes: <ul style="list-style-type: none"> <li>• (2) Male 4-pin connectors for siren</li> <li>• (5) Female 4-pin connectors for lighting/siren/speaker</li> <li>• (1) 4-pin IP connector for speakers</li> <li>• (1) 4-pin IP connector for siren controller connectivity</li> <li>• (1) 8-pin sealed connector</li> <li>• (1) 14-pin IP connector</li> </ul>	\$125.00
<input type="checkbox"/>	<b>Police Wire Harness connector Kit – Rear</b> For connectivity to Ford PI Package solutions includes: <ul style="list-style-type: none"> <li>• (1) 2-pin connector for rear lighting</li> <li>• (1) 2-pin connector</li> <li>• (6) Female 4-pin connectors</li> <li>• (6) Male 4-pin connectors</li> <li>• (1) 10-pin connector</li> </ul>	\$150.00
<input type="checkbox"/>	<b>Police Interior Upgrade Package-65U</b> Note: See upfitters guide for further info Includes: Cloth rear seats, Floor mats front & rear, 1 <sup>st</sup> row and 2 <sup>nd</sup> row carpet floor covering, Full floor console with unique police finish panels (not available with 67G 67H 67U)	\$390.00
<input type="checkbox"/>	<b>Front Headlamp Lighting Solution-66A</b> Includes: Two front integrated LED lights for Wig-Wag simulation-does not include controller-requires grill lamp wiring	\$877.00
<input checked="" type="checkbox"/>	<b>Front Headlamp Housing Only-86P</b> Pre-drilled side marker holes (does not include lights)	\$120.00
<input type="checkbox"/>	<b>Tail Lamp Lighting Solution-66B</b> Includes two rear integrated LED lights (in tail lamps does not include controller)	\$392.00
<input type="checkbox"/>	<b>Rear Lighting Solution-66C</b> Includes two backlit flashing LED lights (mounted to inside lift gate glass), two lift gate flashing LED lights (not available with Police Interceptor package 67H)	\$437.00
<input type="checkbox"/>	<b>Ultimate Wiring Package</b> -not available with Interior Upgrade Package Includes the following: <ul style="list-style-type: none"> <li>• Rear console mounting plate (85R)-contours through 2<sup>nd</sup> row; channel for wiring</li> <li>• Pre-wiring for grille LED lights, siren and speaker (60A)</li> <li>• Wiring harness I/P to rear (overlay)</li> <li>• (2) light cables-supports up to (6) LED lights (engine compartment/grille)</li> <li>• (2) 50-amp battery and ground circuits in RH rear-quarter</li> </ul>	\$540.00

	<ul style="list-style-type: none"> <li>• (1) 10-amp siren/speaker circuit engine cargo area</li> <li>• Rear hatch/cargo area wiring-supports up to (6) rear LED lights</li> </ul> <p>Recommend police wire harness connector kits 47C &amp; 21P</p>	
<input type="checkbox"/>	<p><b>Cargo Wiring Upfit Package</b>-not available with Interior Upgrade Package</p> <ul style="list-style-type: none"> <li>• Rear Console Mounting Plate</li> <li>• Wiring overlay harness w/lighting &amp; siren interface connections</li> <li>• Vehicle engine harness: 2-light connectors, 2-grill light connectors, 2-50 amp battery ground circuits in power junction box, 2-10 amp siren/speaker circuit</li> <li>• Whelen lighting PCC8R control head</li> <li>• Whelen PCC8R Light Relay Center</li> <li>• Whelen specific cable connects PCC8R to control head</li> <li>• Pre-wiring for grill lights siren and speaker</li> </ul> <p>(not available with 65U 67H and 67U)</p>	\$1,139.00
<input type="checkbox"/>	<p><b>Ready for the Road Package</b>-not available with Interior Upgrade Package</p> <p><b>All-in Complete Package-Includes Police Interceptor Packages 66A 66B 66C plus</b></p> <ul style="list-style-type: none"> <li>• Whelen Cencom light controller</li> <li>• Whelen Cencom relay center/siren amp with traffic advisor</li> <li>• Light controller/relay Cencom wiring</li> <li>• Grille LED Lights</li> <li>• 100 Watt Siren/Speaker</li> <li>• (9) I/O digital Serial Cable (console to cargo)</li> </ul>	\$3,102.00
	<ul style="list-style-type: none"> <li>• Hidden door lock plunger &amp; rear door handles inoperable</li> <li>• Rear console mounting plate</li> </ul> <p>(not available with 66A 66B 66C 67G 67U)</p>	

### Optional Maintenance & Warranty Coverage:

<input type="checkbox"/>	ESP Extended Warranty Extra Care 5-Year 60,000 miles *NEW PRICING	\$1,035.00
<input type="checkbox"/>	ESP Extended Warranty Base Care 5-year 100,000 miles	\$1,710.00
<input type="checkbox"/>	ESP Limited Maintenance Plan 75,000 miles, 5000 mile interval	\$754.00
<input type="checkbox"/>	ESP Limited Maintenance Plan 100,000 miles, 5000 mile interval	\$882.00
<input type="checkbox"/>	ESP Limited Maintenance Plan 125,000 miles, 5000 mile interval	\$1,163.00
	ESP Limited Maintenance Plan	

6/1/2021 12:12

<input type="checkbox"/>	150,000 miles, 5000 mile interval	\$1,269.00
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### Options – Exterior

<input type="checkbox"/>	Dark Blue	
<input type="checkbox"/>	Lt. Blue Metallic	
<input type="checkbox"/>	Kodiak Brown	
<input type="checkbox"/>	Light Grey	
<input type="checkbox"/>	Ingot Silver	
<input checked="" type="checkbox"/>	Black	
<input type="checkbox"/>	Oxford White	
<input type="checkbox"/>	Med. Titanium	
<input type="checkbox"/>	Royal Blue	
<input type="checkbox"/>	Sterling Grey	
<input type="checkbox"/>	Special Paint	\$873.00

### Options – Interior

<input checked="" type="checkbox"/>	Charcoal Black w/vinyl rear	
<input type="checkbox"/>	Charcoal Black w/cloth rear	\$55.00

RESOLUTION

VILLAGE OF GILBERTS

**A Resolution authorizing the purchase agreement between the Village of Gilberts and Bob Ridings Fleet Sales for one F350 Public Works Truck**

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 authorizes the Village President and Village Clerk to execute a purchase agreement between the Village of Gilberts and Bob Ridings Fleet Sales Springfield, Illinois and such documents as are necessary and convenient to effectuate the purchase of one F350 Public Works Truck in the amount not to exceed \$38,539.00 as attached hereto and made part hereof as Exhibit A as approved.

**Section 2:**

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

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by a roll call vote as follows:

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015

\_\_\_\_\_  
Village President, Rick Zirk

(SEAL)

ATTEST:

\_\_\_\_\_  
Village Clerk, Debra Meadows

Published:

\_\_\_\_\_

**Bob Ridings Fleet Sales**  
**Todd Crews, Fleet Sales Mgr.**  
**931 Springfield Rd**  
**Taylorville IL 62568**

Ph. 217-824-2207

Email [toddffleet@aol.com](mailto:toddffleet@aol.com)

Fax 217-824-4252

Wednesday, February 18, 2015

JOHN SWEDBERG  
VILLAGE OF GILBERTS  
73 INDUSTRIAL DR  
GILBERTS, IL 60136

Dear John:

Thank you for your inquiry about our Fleet Sales Program, note this proposal is in association with our State of Illinois Purchase Contract # 4017340. We are pleased you are again considering us for your new truck and we can order it as follows. Delivery is estimated in 90-120 days after your order, note THIS PROPOSAL LETTER IS NOT AN ORDER, you must issue a purchase order to confirm, **ORDER ASAP, ORDERS ARE DUE BY 2-26-15, call if any questions or changes, thanks,**

<b>1</b>	<b>2015 Ford F350 Regular Cab 4x4 Pickup w/8ft LONG Bed</b>	
	Includes All Standard Pkg Equipment	SINGLE Rear Wheels
	Air Conditioning, Tilt Wheel, AM/FM Stereo	
	HD Trailer Pkg w/Hitch & Wiring	\$21,825.00
	USE 6.7 Litre Turbo Diesel V8	\$6500.00
	USE CLOTH Seat	\$100.00
ADD	Cruise Control	\$195.00
	Power Windows/Locks/Mirrors	\$835.00
	Auxil Springs & Stabilizer Bar	\$150.00
	Electric Shift on the Fly 4x4	\$175.00
	3.55 Electronic Locking Axle	\$330.00
	LT275/18 All Terrain Tires	\$520.00
	Snowplow Prep Pkg	\$75.00
	4x4 Skid Plate	\$90.00
	Engine Block Heater	\$65.00
	Daytime Running Lamps	\$40.00
	Roof Clearance Lights	\$55.00
	Factory Backup Alarm	\$120.00
	Built in Factory Trailer Brake	\$195.00
	Factory Running Boards	\$300.00
	HD Rubber Floor Mats	\$65.00
	Factory Spray in Bedliner	\$475.00
	Undercoat	\$249.00
	WESTERN 8ft ProPlow Snowplow	\$5375.00
	22" Amber Strobe Light	\$650.00
	Pickup in Taylorville	
	New Municipal Lic & Title	\$155.00
	Bright Red Ext, Steel Gray CLOTH 40/20/40 Split Seat, Full Vinyl Floor Covering	
	<b>YOUR COST, P/O # Pending</b>	<b>\$38,539.00</b>

Please contact me with any questions and thanks for your business!

Sincerely,

Todd Crews  
Fleet Sales Manager

RESOLUTION

VILLAGE OF GILBERTS

A Resolution ratifying an Electric Service Agreement between the Village of Gilberts and Dynergy Energy Services

WHEREAS the Village of Gilberts ("Village") had selected the Northern Illinois Municipal Electric Cooperative (NIMEC) to serve as the Village's broker relative to the acquisition of electrical energy for municipal uses in accordance with approved Resolution 02-2012; and,

WHEREAS NIMEC has solicited electricity bids on the Village's behalf, yielding a proposal for electricity for municipal uses by Dynergy Energy Services with a two-year term that was approved by the Village Administrator as set forth by Resolution 02-2012.

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 and ratifies the execution of an electric service agreement with Dynergy Energy Services as attached hereto and made part hereof as Exhibit A as approved.

Section 2:

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

Passed this \_\_\_\_ day of \_\_\_\_\_, 2015 by a roll call vote as follows:

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015

\_\_\_\_\_  
Village President, Rick Zirk

(SEAL)

ATTEST:

\_\_\_\_\_  
Village Clerk, Debra Meadows

Published: \_\_\_\_\_

## ELECTRIC SERVICE AGREEMENT

### EXHIBIT A – Fixed, Indexed or Combined Pricing Issued: FEBRUARY 17, 2015

This offer is presented to Village of Gilberts ("Customer") by Dynegy Energy Services, LLC ("Supplier") and represents a price for Customer's full requirement retail power ("Retail Power") needs at the service location(s) listed on the attached Account Information Sheet (each service location referred to an "Account" herein). Upon acceptance, this offer will become Exhibit A of Supplier's Electric Service Agreement Terms and Conditions ("Agreement"), a copy of which is attached. By signing this Exhibit A, Customer is authorizing Supplier to enroll each Account with the Delivery Service Provider ("DSP") noted in Table 1 which will allow Supplier to provide Retail Power to each Account.

**THIS EXECUTABLE OFFER EXPIRES AT MIDNIGHT ON FEBRUARY 17, 2015!**

**TABLE 1**

<b>Delivery Term Begins:</b>	<b>May 2015</b>		
<b>Delivery Term Ends:</b>	<i>Customer Initial in one box below to elect Term and associated Price:</i>		
	<b>May 2016</b>	<b>May 2017</b>	<b>PJK</b>
<b>Percent Product Quantity (%)</b>	100%	100%	
<b>Percent Energy Price</b>	3.752¢/kWh	3.784¢/kWh	
<b>Index Energy Price Adder</b>	N/A	N/A	
<b>Distribution Losses</b>	0.253¢/kWh	0.255¢/kWh	
<b>Transmission Charge</b>	0.349¢/kWh	0.356¢/kWh	
<b>Ancillary Services</b>	Included in Transmission Charge	Included in Transmission Charge	
<b>Capacity Charge</b>	0.835¢/kWh	0.646¢/kWh	
<b>Mandatory Renewable Charge (RPS)</b>	0.156¢/kWh	0.166¢/kWh	

5.2074/kWh

<b>Voluntary Renewable Charge (REC)</b>	<i>Customer initial to elect additional renewable energy: _____ If blank, N/A.</i>	
<b>Additional Voluntary Charge</b>	N/A	N/A
<b>Voluntary Renewable Quantity (%)</b>	N/A	N/A

<b>Delivery Service Provider:</b>	ComEd ("DSP" or "Utility")
<b>Regional Transmission Organization:</b>	PJM ("RTO")
<b>Agent/Broker/Consultant (If blank, N/A):</b>	NIMEC (NMEC)

**Percentage Energy and Index Energy:** The Percent Energy Price in Table 1 shall apply to the Percent Product Quantity elected at the time of execution ("Percentage Energy"). Such Percentage Energy represents a percentage of Customer's full requirements energy in any and all hours of operation. Index Energy, if any, is the quantity of metered usage during any hour of delivery that exceeds the Percentage Energy ("Index Energy") and is calculated by applying the sum of the Percentage Energy to the total kWh in any hour, and subtracting that amount from Customer's total hourly-metered energy quantity. The hourly price for Index Energy (the "Index Energy Price") will equal the sum of the RTO Day Ahead Locational Marginal Price for the Utility zone ("DA LMP") and the Index Energy Price Adder indicated in Table 1. If during the Term of this Agreement the DA LMP ceases to exist then its replacement index shall be used for the remaining Term of the Agreement. On an hourly basis all Percentage Energy kWh deliveries will be metered before any Index Energy kWh deliveries.

The Percentage Energy Price and the Index Energy Price include charges for energy, scheduling and load forecasting associated with the delivery of Percentage Energy and Index Energy. The Percentage Energy Price and Index Energy Price do not include distribution energy losses, transmission, or capacity nor do they apply to any charges assessed by DSP, all of which are the responsibility of Customer, including, but not limited to the following: charges for services under DSP's applicable delivery service tariffs and riders, facilities charges, taxes (either billed by DSP or customer self-assessed) and other DSP charges, including but not limited to fuel, environmental, or decommissioning charges, as may be applicable from time to time.

**Distribution Losses:** Charges for distribution energy losses will appear as a separate line item on Customer's monthly invoice and will be based upon the Percent Product Quantity elected on the Issue Date of this Exhibit A.

*If a quantity of 100% is elected*, the cents/kilowatt-hour charge noted in Table 1 will apply to all metered kWh throughout the Term.

*If a quantity other than 100% is elected*, the charge will equal the product of the DA LMP (defined above) and the distribution energy loss factor as determined by DSP. The resulting cents/kilowatt-hour charge will be applied to all metered kWh, regardless of how the energy is priced, throughout the Term.

**Transmission:** Customer acknowledges that Supplier will incur RTO transmission charges on Customer's behalf to deliver Retail Power to the Delivery Point. Charges for transmission are based upon the RTO's Open Access Transmission Tariff ("OATT") and business practices for the DSP zone. Charges will appear as a separate line item on Customer's monthly invoice and shall be billed as follows.

*If the Transmission Charge in Table 1 is a fixed number*, then the cents/kilowatt-hour charge noted in Table 1 will apply to all metered kWh throughout the Term. If the RTO business practices and policies or other applicable transmission tariffs or business practices and policies are amended or otherwise implemented during the Term of this Agreement, notwithstanding the terms and conditions of Section 7 of the Agreement, Supplier will change the Transmission Charge accordingly. Supplier shall be permitted to retroactively charge Customer the amended Transmission Charge.

*If the Transmission Charge in Table 1 is noted as Pass-Through*, then the monthly charge will be dependent upon 1) the current rate charged by RTO at time Retail Power is delivered, 2) Customer's peak demand (or peak load) as determined by RTO, and 3) depending upon the RTO, the number of days in the billing period or the number of months per year. Supplier will be invoiced directly by the RTO for service and Customer agrees to pay to Supplier the Transmission Charge.

**Ancillary Services:** Customer acknowledges that Supplier (as the RTO Market Participant) will incur market related charges regarding ancillary services as set forth in the applicable RTO OATT and for other RTO costs not otherwise included in any of the defined cost components in this Agreement ("Ancillary Services"). The cents/kilowatt-hour charge noted in Table 1 will appear as a separate line item on Customer's monthly invoice. If the applicable RTO business practices and policies or other applicable transmission tariffs or business practices and policies are amended or otherwise implemented during the Term of this Agreement, notwithstanding the terms and conditions of Section 7 of the Agreement, Supplier will change the Ancillary Services Charge accordingly. Supplier shall be permitted to retroactively charge Customer the amended Ancillary Services Charge.

**Capacity Charge:** Supplier will secure capacity relative to the supply of all Retail Power during the Term of this Agreement in accordance with the RTO business practices, policies, rules, regulations, or tariffs. Charges for capacity will appear as a separate line item on Customer's monthly invoice and shall be billed as follows.

*If the Capacity Charge in Table 1 is a fixed number*, then the cents/kilowatt-hour charge noted in Table 1 will apply to all metered kWh throughout the Term.

*If the Capacity Charge in Table 1 is noted as Pass-Through*, then the monthly charge will be dependent upon 1) Customer's then current capacity obligation, or Capacity Peak Load Contribution ("PLC") as determined by DSP including any applicable Utility zoning factors, 2) the Final Zonal Capacity Prices (the "Current Capacity Rate") as determined by RTO, and 3) the number of days in the billing period.

**Mandatory Renewable Portfolio Charge ("RPS"):** The Illinois Public Utilities Act requires that all Illinois Alternative Retail Electric Suppliers ("ARES") have renewable energy sources as a percentage of their supply portfolio. The RPS Charge identified in Table 1 represents Supplier's charge for compliance with such Act. If during the Term of this Agreement any rule, regulation, tariff, ordinance, statute, or law affecting the Supplier's obligation pertaining to renewable energy resources are amended or otherwise implemented by the applicable regulatory agency, and Supplier can verify to Customer that the change has a material effect on Supplier's costs of procuring renewable energy, then notwithstanding the terms and conditions of Section 7 of the Agreement, Supplier will change the RPS Charge and add or reduce such charges incurred on Customer's behalf to comply with the change in effect during the corresponding period, as applicable.

**Additional Voluntary Renewable Energy Charge:** *If selected in Table 1*, Customer's monthly invoice shall include a line item equal to the cents/kilowatt-hour charge noted in Table 1 for all metered kWh throughout the Term. Retail Power shall be associated with the generation of electricity from a renewable energy resource such that the percentage required, when added to Customer's obligation under the RPS of this Agreement, shall equal the Voluntary Renewable Quantity (%) selected in Table 1. The renewable energy resource shall be selected by Supplier from any of the sources listed and provided for in 20 ILCS 687/6-3(f), as may be amended from time to time. In relation thereto, Supplier shall retire a sufficient number of Renewable Energy Certificates that will correspond to the Total Renewable Energy Commitment, as a portion of the Retail Power delivered in a given billing cycle. "Renewable Energy Certificate" or "REC" means a

certificate, credit, allowance, green tag, or other transferable indicia howsoever entitled, created by a program or certification authority recognized by the RTO or the applicable agency of the State in which the Account is located, indicating generation of a particular quantity of energy, or product associated with the generation of a specified quantity of energy from a renewable energy source. A REC may include some or all additional environmental attributes associated with the generation of electricity, and those environmental attributes may, but need not be, verified or certified by the same or different verification authorities or certification authorities recognized by the RTO or applicable state agency that originally recognized the REC. The Parties agree and understand a REC is separate from the Retail Power being delivered but, nonetheless, constitutes value associated with the provision of Retail Power. At the request of Customer, Supplier will provide related information pertaining to the REC, including the identity of the renewable energy resource, the date of creation and retirement of the REC, and the identity of the renewable energy facility. The delivery of additional voluntary renewable energy shall begin in the first billing cycle that follows the execution of this Agreement.

**Percent Product Quantity:** *If a quantity other than 100% is elected in Table 1*, then upon Customer's request, Supplier will provide Customer with a written price quote for Customer's uncommitted/remaining load. Such requests shall be made in 25% increments of Customer's annual load profile, up to the full uncommitted portion of Customer's annual load, not to exceed 100%. If Customer wishes to accept a quote, then Supplier will issue a Confirmation Letter setting forth the price, duration and the portion of Customer's hourly load (excluding the initial volume or load set forth in the Agreement) to which the Confirmation Letter will be applicable. Customer may elect to accept any such Confirmation Letter prior to midnight on the day it is issued by signing and returning said written confirmation. Upon written acceptance by Customer and Supplier, the Confirmation Letter will then be incorporated as part of this Agreement. In the event Customer fails to confirm 100 percent of load elections prior to the first delivery of retail power under this Agreement, any uncommitted load shall be priced as Index Energy, as described above. Customer's resultant Percentage Energy Price for the Term shall then be calculated as the weighted average of all Percentage Energy Prices confirmed prior to delivery and billed as first through the meter. Then subsequent intra-term elections shall be billed as second through the meter. SUPPLIER DOES NOT GUARANTEE THE RESULTANT WEIGHTED AVERAGE PERCENTAGE ENERGY PRICE WILL BE EQUAL TO OR LESS THAN THE ENERGY PRICE FOR 100% OF THE LOAD THAT SUPPLIER MAY HAVE OFFERED TO THE CUSTOMER AT THE TIME OF EXECUTION OF THIS AGREEMENT. CUSTOMER AGREES AND ACKNOWLEDGES THE VOLATILITY IN THE RETAIL POWER MARKET AND ACCEPTS THE RISK OF THE HIGHER RESULTANT WEIGHTED AVERAGE POWER PRICE.

**Conditional Contingency:** This offer is contingent on acceptance by the DSP of Supplier's DASR(s) for all listed accounts.

**IN WITNESS WHEREOF**, subject to any of the foregoing execution conditions, the Parties have executed and delivered this Agreement on the date last signed by the Parties.

<b>DYNEGY ENERGY SERVICES, LLC</b> ("Supplier")	<b>VILLAGE OF GILBERTS</b> ("Customer") By: <u>Ray Keller</u> Name: <u>Ray Keller</u> Title: <u>Village Administrator</u> Date: <u>2/18/15</u> Signatory certifies authorization from Customer has been granted to enter in to this Agreement.
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**CUSTOMER BILLING OPTIONS and CONTACT INFORMATION**

FEIN or DUNS#: 181573338

- ☒ Check here if Customer is a local government entity, as defined by 50 ILCS 505 / Local Government Prompt Payment Act.
- ☐ Check here to receive combined billing of Supplier and DSP charges, subject to Section 11.
- ☐ Check here to receive one master invoice that includes detailed usage by Account. If blank, individual invoices for each Account will be issued.
- ☐ Check here if you want invoices mailed to the Service Location, Attn: Accounts Payable. Otherwise, please complete Invoice information below.

**Invoices**

Attn: Ray Keller Marlene Blocker  
Street: 87 Galigan Rd. 13 Industrial Drive  
City, ST ZIP: Gilberts, IL 60136  
E-mail: rkeller@villageofgilberts.com  
Phone: mblocker

**Notices (if different from Invoices)**

Attn:  
Street:  
City, ST ZIP:  
E-mail:  
Phone:

847-428-4167

Upon signature and completion above, please return all pages of this Agreement  
by E-mail to your Sales Representative and RetailContractAdmin-Confirms@dynegy.com.

**ELECTRIC SERVICE AGREEMENT**  
**ACCOUNT INFORMATION SHEET FOR**  
**VILLAGE OF GILBERTS**  
**AS OF FEBRUARY 17, 2015**

Utility/DSP: ComEd
Account Number(s)
<b>0102152027</b> <b>0174022023</b>

**ELECTRIC SERVICE AGREEMENT  
GENERAL TERMS AND CONDITIONS**

This Electric Service Agreement ("Agreement") is between Supplier and Customer and is dated and effective as of the date the Exhibit A is signed by Customer. To the extent there is a conflict in the terms, interpretation or understanding of this Agreement and Exhibit A, the terms of Exhibit A shall supersede the terms of this Agreement.

**1. ELECTRIC ENERGY SERVICES**

Supplier shall supply and deliver to Customer and Customer shall exclusively purchase and receive from Supplier all Retail Power, as defined in Exhibit A, pursuant to the terms and conditions which are described in the attached Exhibit A and incorporated herein for all purposes. The Retail Power will be delivered to the interconnection between the transmission system of the applicable transmission provider and the Delivery Services Provider's ("DSP") distribution system ("Delivery Point"). The DSP will be responsible for delivery of Retail Power to Customer's meter from the Delivery Point. The delivery of Retail Power over the DSP's distribution system is subject to the terms and conditions of the DSP's tariff relating to delivery and metering. Customer shall provide written notice as soon as practicable of any changes to Customer's Account and meter numbers and/or billing locations associated with Customer's delivery services. Customer is solely responsible for payments of all charges related to the delivery of the Retail Power from the DSP whether billed to Supplier or Customer, and agrees to hold harmless and indemnify Supplier from any liability, demand or payment for same. Customer represents and warrants it is eligible to receive electric energy services from Supplier and that it has given all required notices to the supplier currently serving Customer, if applicable. Customer authorizes Supplier to receive current and historical energy billing and usage data from DSP and such authorization shall remain in effect during the entire Term if this Agreement unless Customer provides notice to Supplier that rescinds such authorization. Supplier reserves the right to cancel this Agreement in the event that Customer rescinds such authorization.

**2. TERM OF AGREEMENT**

Retail Power delivery will begin for each Account with the first available meter reading date of the month noted under Delivery Term Begins in Table 1 or as soon as possible thereafter, and ends with the regularly scheduled meter reading date for the month noted under Delivery Term Ends in Table 1, unless the Parties mutually agree to extend the term of this Agreement in writing ("Term"). Regularly scheduled meter reading dates are defined by the DSP Bill Group. If it is not possible to begin deliveries on the regularly scheduled meter reading date due to the DSP switching rules, Customer may request that Supplier perform an off-cycle switch, in which case Customer will receive an off-cycle switching charge from the DSP.

**3. TAXES**

Except for taxes on the gross income and property of Supplier, all federal, state, and municipal or other governmental subdivision taxes, assessments, fees, use taxes, sales taxes or excise taxes, or similar taxes or fees incurred by reason of Retail Power services performed under this Agreement are the sole responsibility of Customer, and Customer agrees to hold harmless and indemnify Supplier from any liability, demand or payment for same. It is understood that Supplier is responsible for all taxes applicable prior to Supplier's delivery to the Delivery Point, and Supplier agrees to hold harmless and indemnify Customer from any liability, demand or payment for same.

**4. CONFIDENTIALITY**

Customer and Customer's agents and Supplier and/or Supplier's agents shall treat as confidential all terms and conditions of this Agreement, including all information and documentation exchanged by the Parties during the negotiations of this Agreement. Neither Party will disclose terms and conditions of this Agreement to any other party, except as required by law. Notwithstanding the foregoing, Supplier and/or Supplier's agents and Customer and/or Customer's agents shall be allowed to acknowledge that an Agreement for Retail Power services does exist between the Parties. At Supplier's discretion, third-party agents of Customer may be asked to execute a confidentiality agreement.

**5. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY**

Supplier warrants title to all Retail Power delivered hereunder, and sells such Retail Power to Customer free from liens and adverse claims, to the Delivery Point. **THIS IS SUPPLIER'S ONLY WARRANTY CONCERNING THE RETAIL POWER SERVICES PROVIDED HEREUNDER, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. DSP WILL PROVIDE DELIVERY SERVICES UNDER THIS AGREEMENT; THEREFORE SUPPLIER IS NOT LIABLE FOR ANY DAMAGES RESULTING FROM FAILURE BY DSP OR RTO. SUPPLIER DOES NOT GUARANTEE UNINTERRUPTED SERVICE AND SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CUSTOMER BY REASON OF ANY FAILURE, ALTERATION OR INTERRUPTION OF SERVICE. NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT,**

**UNDER ANY INDEMNITY PROVISION OR OTHERWISE, INCURRED BY THE OTHER PARTY.**

**6. FORCE MAJEURE**

If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to, acts of God; fire; flood; earthquake; war; riots; strikes, walkouts, lockouts and other labor disputes that affect Customer or Supplier. Force Majeure shall not be based on 1) Customer's inability to economically use the Retail Power purchased hereunder; or 2) Supplier's ability to sell the Retail Power at a price greater than the price under this Agreement.

**7. CHANGES IN LAW OR REGULATION**

In the event that any change in or enactment of any rule, regulation, DSP's operating procedure, tariff, applicable transmission tariff, ordinance, statute, or law affecting the sale or transmission, distribution, or purchase or other obligation pertaining to renewable energy resources of any kind or nature, of Retail Power to Customer (including but not limited to any administrative ruling, interpretation, or judicial decision) alters to the detriment or benefit of Supplier its ability to deliver Retail Power at the pricing set forth in this Agreement, as determined in its sole discretion and judgment, Supplier shall, except in the instances where the change or enactment relates to the pricing or charges associated with the Transmission Charge, Ancillary Services Charge or RPS Charge as provided for in Exhibit A, whereby those terms are controlling, 1) provide written notice to Customer of the change; 2) identify the change in pricing necessary to accommodate the impact of the change, and 3) state the date upon which such new pricing shall be effective, which date shall not be less than thirty (30) days from the date of the written notice and shall coincide with the next Monthly Billing Cycle invoice that follows the thirty (30) day period.

**8. ASSIGNMENT/CUSTOMER NAME CHANGE**

This Agreement shall be binding on each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, 1) Supplier may assign its rights and obligations under this Agreement to an affiliate without consent of the Customer, or 2) the assigning party ("Assignor") shall be released from all liability under this Agreement if assignee agrees in writing to be bound by the terms and conditions and assumes the liability of Assignor under this Agreement. If Customer undergoes a change of legal name during the Term, Customer is responsible for notifying the DSP and Supplier of such change in Customer's legal name (such new name, the "New Name") as soon as practicable. Customer further agrees to take any and all steps as may be required by the DSP to continue as Supplier's customer or to re-enroll with Supplier.

**9. WAIVER**

Except as otherwise set forth in this Agreement, failure or delay on the part of either Party to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

**10. CREDIT**

Should Customer's creditworthiness or financial condition deteriorate following the date of this Agreement, Supplier may request adequate financial security from Customer in a form acceptable to Supplier as determined in a commercially reasonable manner. The failure of Customer to provide adequate financial security to Supplier within ten (10) Business Days of a written request by Supplier shall be considered an Event of Default under Section 12. For purposes of this Section, creditworthiness or financial condition shall be determined by Supplier in a commercially reasonable manner, based upon but not limited to, reasonable concern over Customer's payment pattern, discovery of negative or derogatory public information, and/or based upon a review of Customer's most recently audited annual financial statements (which, if available, shall be supplied by Customer upon the reasonable request of Supplier). In addition, for certain larger customers with peak load in excess of approximately five mega-watts (5) MW, the determination of creditworthiness or financial condition may include consideration of the market exposure assumed by Supplier relevant to the liquidation value of this Agreement under Section 12.

**11. PAYMENTS/INVOICES**

Supplier will issue an invoice via mail or e-mail based on actual usage data provided by the DSP as soon as practicable after the end of each Monthly Billing Cycle in which

service was provided. Each invoice will include Supplier charges set forth in this Agreement and payments shall be received by Supplier within sixty (60) Calendar Days following the issue date of each invoice, the "Due Date". Alternatively and upon mutual agreement of the Parties and approval by DSP, Supplier may issue an invoice that includes both Supplier charges set forth in this Agreement and the DSP's delivery service charges, in which case the Due Date shall also be sixty (60) days. All payments shall be made via an electronic method or check, to the account specified on each invoice.

Should the DSP fail to provide the customer's usage information to Supplier within five (5) Business Days after the published meter read date, Supplier reserves the right to provide the Customer with an estimated bill, to be trued up in an invoice that follows receipt of the actual bill. Amounts not paid on or before the Due Date shall be deemed delinquent and a late payment charge equivalent to one and one-half percent (1.5%) will be assessed each month on the unpaid balance ("Interest Rate"). If Customer in good faith, disputes the correctness of any invoice rendered under this Agreement then Customer shall 1) provide written explanation of the basis of the dispute to Supplier no later than the Due Date and 2) pay the undisputed portion of the amount invoiced no later than the Due Date. If the disputed amount is determined to have been due by Supplier, it shall be paid to Supplier within five (5) Business Days of such determination, along with interest at the Interest Rate from and including the date such amount was due, but excluding the date paid. For purposes of this Agreement, Business Day shall mean any day except a Saturday, Sunday, or a Federal Reserve Bank holiday and Calendar Day shall mean every day including Saturday, Sunday and Federal Reserve Bank holidays. *If Customer elects a Percent Product Quantity other than 100%*, then all meters associated with the Account(s) must be hourly interval data recording meters. The monthly invoice will be a summary invoice for the aggregated hourly interval load of all meters on the Account(s). In addition to the aggregated summary invoice, individual Account usage detail will be included and an interval file in Comma Separated Values ("CSV") format will likewise be made available. The pricing option will not include charges by Account.

If, however, Customer is a local government entity as defined by 50 ILCS 505/ Local Government Prompt Payment Act (the "Act"), then in such event the Act shall control with regard to the calculation of payment due dates and late payment charges. All other provisions in this Section remain the same and are in effect.

## 12. EVENTS OF DEFAULT

**Definition:** An "Event of Default" shall mean, with respect to a Defaulting Party, the occurrence of any of the following: (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days (as such term is defined in Section 11 above) after written notice of such failure; (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated; (c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party's obligations to deliver or receive where such Party has made payments due for such failure to deliver or receive,) if such failure is not remedied within five (5) Business Days (as such term is defined in Section 11 above) after written notice; (d) such Party 1) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, 2) makes an assignment or any general arrangement for the benefit of creditors, 3) otherwise becomes bankrupt or insolvent (however evidenced), or 4) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets as part of bankruptcy proceeding or reorganization for the benefit of creditors; (e) the failure of Customer to satisfy the creditworthiness/collateral requirements under Section 10 of this Agreement; or (f) a Party consolidates or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement, or the resulting, surviving or transferee entity does not satisfy the creditworthiness/collateral requirement set forth in Section 10 of this Agreement.

**Suspension and Early Termination:** If an Event of Default occurs, the non-defaulting Party ("the Non-Defaulting Party") may, at its option and in its sole discretion, 1) suspend its performance under this Agreement, or 2) terminate this Agreement, at which Early Termination, the Non-Defaulting Party shall have the right to liquidate this Agreement and to demand payment of, which the defaulting Party ("the Defaulting Party") shall pay upon invoice, a settlement amount which shall be equal to a) if Customer is the Defaulting Party, any unpaid invoices plus, the positive difference (if any) of the Energy Price minus the Market Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or b) if Supplier is the Defaulting Party, the net result of any unpaid invoices by Customer to Supplier and, the positive difference (if any) of the Market Price minus the Energy Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term. Any such calculation shall be discounted to present value, plus other costs, expenses and charges under this Agreement which the Non-Defaulting Party incurs as a result of

such Early Termination, in addition and without prejudice to any right of setoff, recoupment, combination of accounts, lien or other right to which the Non-Defaulting Party is otherwise entitled, whether by operation of law, equity, contract or otherwise as a result of the Event of Default and early termination of this Agreement, subject to any limitations on liability as set forth in Section 5 WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY. For the purposes of this section "Market Price" shall mean the amount, as determined by the Non-Defaulting Party, that a bona fide third party would pay for the subject kWh at the then current prevailing energy prices. The non-Defaulting Party may consider, among other things, quotations from the leading dealers in the wholesale energy industry, internally developed forward market prices and other bona fide third party offers as commercially available to the Non-Defaulting Party, which will be adjusted, as necessary, for the period and differences in transmission costs, volume, and other factors, as reasonably determined by the Non-Defaulting Party.

## 13. NOTICES

Except for Suspension or Early Termination Notices required under Section 12, all other notices to be provided under this Agreement may be sent by U.S. mail, E-mail, personal delivery, fax, or orally in the case of an emergency (with a written confirmation following any notice due to an emergency). In the case of U.S. mail, notices shall be deemed given five (5) days after deposit in the U.S. Mail; for all other methods, notices shall be deemed given and received when transmitted. However, all Suspension and Early Termination Notices must be given by certified mail return receipt requested or by overnight delivery and shall be effective only upon actual receipt of notice. Notices to Supplier should be sent to Attn: Contract Administration, 1500 Eastport Plaza Drive, Collinsville, IL 62234, fax: (888) 354-9837 or E-mail: RetailContractAdmin-Confirms@DYNEGY.com. Notices to Customer shall be sent to the representative and address identified on the attached Exhibit A.

## 14. FORWARD CONTRACT

The Parties agree this Agreement is construed and understood to be a "forward contract" as defined by the U.S. Bankruptcy Code.

## 15. GOVERNING LAW

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the State of Illinois, together with administrative and judicial decisions construing applicable provisions of the Illinois retail choice law, 220 ILCS 5/16-101 et al, and without regard to principles of conflicts of law.

## 16. RESOLUTION OF DISPUTES/ARBITRATION

If a question or controversy arises between the Parties concerning the observance or performance of any of the terms, provisions or conditions contained herein or the rights or obligations of either Party under this Agreement, such question or controversy shall in the first instance be the subject of a meeting between the Parties to negotiate a resolution of such dispute. Such meeting shall be held within fifteen (15) days of a request by either Party. If within fifteen (15) days after that meeting, the Parties have not negotiated a resolution or mutually extended the period of negotiation, the question or controversy shall be resolved by arbitration in accordance with arbitration procedures established from time to time by the American Arbitration Association ("AAA"). The panel of arbitrators to be provided shall be competent in their expertise and qualifications to understand and arbitrate the dispute. In addition to the arbitration procedures established by the AAA, arbitration shall be conducted pursuant to the Federal Rules of Evidence. The arbitrators may award only damages as allowed for by this Agreement, and attorney fees and other legal costs. Any decision and award of the majority of arbitrators shall be binding upon both Parties. Judgment upon the award rendered may be entered in any court of competent jurisdiction.

## 17. EXECUTION

Customer may provide Supplier with an executed facsimile copy of the Agreement, or other form of an electronic execution of the Agreement, and in such event the Agreement is binding on the Parties upon acceptance and execution by Supplier, and shall be deemed an original.

## 18. CHANGES IN CONSUMPTION

Customer will provide Supplier advanced notification of any planned shut-downs or known or anticipated changes to Customer's operations that will have an impact on Supplier's ability to accurately forecast Customer's load and/or notice of any Account closings that may occur or may be expected to occur during the Term. Supplier may incorporate a request that Customer provide a periodic production or load forecast to aid in forecasting Customer's load requirements as part of the terms of this Agreement.

## 19. CUSTOMER SERVICE

For questions about your invoice or Supplier service, please contact our Business Care Department by calling toll-free to the number listed on the invoice or by e-mail at [BusinessCare@Dynergy.com](mailto:BusinessCare@Dynergy.com). To report a service outage, please contact your DSP directly.

**RESOLUTION**

**VILLAGE OF GILBERTS**

**A Resolution waiving collection of the Hill-Newby Recapture Agreement and authorizing the nonresidential water connection program**

**WHEREAS,** The Village of Gilberts entered into an Agreement with Hill-Newby LLC on October 2<sup>nd</sup> 2007 for the recapture of eligible costs associated with the construction of a new public water main; and,

**WHEREAS,** The Village Board of Trustees authorized the repayment of the Hill-Newby Recapture Agreement with the approval of Resolution 15-2011 at a total cost of \$148,454 paid with \$100,000 in Central Area TIF funds and \$48,454 in water enterprise funds; and,

**WHEREAS,** The Village Board of Trustees now find it to be in the best economic interest of the Village to waive collection of the Hill-Newby Recapture Agreement from benefitting properties to encourage their connection to the Village's potable water system; and,

**WHEREAS,** pursuant to Village Code Section 2-4-5-1 "Water Fees and Deposit," the Village of Gilberts collects a water connection fee due at the time of connection to the Village's potable water system; and,

**WHEREAS,** The Village Board of Trustees now find it to be in the best economic interest of the Village to allow the water connection fee set forth in Village Code Section 2-4-5-1 to be paid over a period of time to not exceed three years from date of connection to the Village's potable water system;

**NOW, THEREFORE 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 waives repayment of the Hill-Newby Recapture Agreement payments owed by the benefitting properties to the Village of Gilberts.

**Section 2:**

The Village of Gilberts hereby authorizes and directs the Treasurer/Finance Director to transfer \$48,454 in Central Area TIF funds, as they become available, into the water enterprise fund to refund the amount utilized to pay the Hill-Newby Recapture Agreement as approved by Resolution 15-2011.

**Section 3:**

The Village of Gilberts hereby authorizes the Village Administrator and the Treasurer/Finance Director to execute any such documents as are necessary and convenient to effectuate the payment of water connection (tap on) fees for nonresidential properties as required by Village Code Section 2-4-5-1 "Water Fees and Deposit" over a period of time not to exceed three (3) years from the date of connection to the Village's potable water system.

**Section 4:**

**Effective Date.** This Resolution shall be in full force and effect from and after its approval in the manner provided by 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 David LeClerc	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Louis Hacker	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
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: \_\_\_\_\_