


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 19-15

TO: President Rick Zirk
Board of Trustees

FROM: Ray Keller, Village Administrator 

DATE: March 6, 2015

RE: Village Board Committee of the Whole Meeting – March 10, 2015

The following summary discusses the agenda items for the Committee of the Whole meeting scheduled for March 10, 2015:

1. CALL TO ORDER

2. ROLL CALL / ESTABLISH QUORUM

3. ITEMS FOR DISCUSSION

A. Minutes from the March 3, 2015 Village Board Meeting

Please review the enclosed minutes from the Village Board meeting on March 3. Staff recommend approval. Unless directed otherwise, this item will be added to the Consent Agenda for the March 17 meeting.

B. Ordinance 06-2015, an Ordinance providing for issuance of not to exceed \$19,000,000 Village of Gilberts, Kane County, Illinois Special Service Area Number Nine Special Tax Refunding Bonds, Series 2015 (Big Timber Project), and providing for the levy of a direct annual tax on taxable property in such special service area for the payment of principal and interest on such bonds

The Village had previously retained Bernardi Securities to explore refunding the SSA #9 bonds to take advantage of lower interest rates, which could lower homeowners' property tax bills by \$30 to \$65 annually, or \$390-\$825 over the life of the bond. The final savings will be determined at the bond closing and will be primarily affected by the size of the homeowner's lot and the final interest rate of the new bonds. Representatives from Bernardi Securities, David Taussig & Associates, and Laura Bilas of Foley & Lardner, the Village's bond counsel, drafted the ordinance and are assembling the accompanying documents to establish the parameters for the new bond issue.

Mr. Bob Vail from Bernardi Securities will attend the meeting to provide an update on the latest bonding terms and will answer questions about the refunding process. With the Board's direction, Staff will work with bond counsel to finalize the ordinance and accompanying documents for approval at an upcoming meeting.

**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**

C. Resolution 13-2015, a Resolution authorizing the approval of the CY-2015 Recreational Programming Agreement with the Golden Corridor Family YMCA

Approval of the resolution would continue the Village's partnership with the Golden Corridor (formerly Elgin Area YMCA and Prairie Family YMCA) for annual sports and recreation programming for calendar year 2015. The YMCA will continue to offer youth baseball, soccer, flag football and day camp at Memorial and Waitcus Parks as they have for the past eight years. The YMCA will continue to line and weed the baseball fields for games during their regular seasons, as well as prepare the soccer fields for games and practices.

Staff recommend approval. Unless otherwise directed, this item will be added to the Consent Agenda for the March 17 meeting. Please contact Village Clerk Debra Meadows with any questions. Ms. Jennifer Alberts of the Golden Corridor YMCA will be at the meeting to answer any questions about this year's YMCA programs.

D. Resolution 14-2015, a Resolution authorizing the approval of the CY-2015 Recreational Programming Agreement with the Gilberts Pirates 10U Travel Baseball Team

Approval of the resolution approves an agreement with the Pirates 10U Travel Baseball Team, which will reserve the Memorial Park baseball field for their practices and games for the dates through July 9, as listed in the attached schedule. Some of their practices may be moved to Town Center Park, depending on possible schedule conflicts with other scheduled events at Memorial Park. As in past years, the Village will provide infield sand and regular mowing/maintenance, with the Pirates Team lining the fields and maintaining the base paths during their season.

Staff recommend approval. Unless otherwise directed, this item will be added to the Consent Agenda for the March 17 meeting. Please contact Village Clerk Debra Meadows with any questions. Mr. Joe Maskivish from the Gilberts Pirates will be at the meeting to answer any questions about this year's program.

E. Building Permit Fee Schedule Review

The Board had asked to review the Village's building inspection fee schedule, a copy of which is provided. A copy of ordinance 30-2011, which implemented the Board's previous fee schedule adjustments, is also provided for the Board's reference.

The 2011 amendments focused on streamlining the "miscellaneous" building permits such as swimming pools, fences, decks, water heater replacements and basement remodeling. The resulting structure reduced the total fees to be paid for inclusive miscellaneous permits (e.g. one inclusive permit for a swimming pool and related inspections instead of separate "ala carte" fees for pool, electrical, plumbing, etc.). The Village's previous "ala carte" approach to individual fees was replaced by the flat fee for each type of permit, as it is currently set in the Village Code. The reinspection bond for miscellaneous permits, which is returned upon completion of the project, was also reduced from \$193.00 to \$164.00.

Staff request the Board's direction on any specific changes that are to be made to the fee schedule. With the Board's direction, Staff will prepare an ordinance implementing the changes for consideration at an upcoming meeting. Please contact Chief Building Inspector John Swedberg with any questions or requests for supplemental information that may be needed at the meeting.

F. FY 2016 Budget Overview

At the meeting, Staff will provide an overview of the FY 2016 general fund budget and request feedback on initial revenue and expenditure assumptions. Please contact me or Finance Director Marlene Blocker with any questions or requests to be included in the draft budget discussion.

4. STAFF REPORTS

Staff will provide updates on current activities at the meeting.

5. BOARD OF TRUSTEES REPORTS

6. PRESIDENT'S REPORT

7. EXECUTIVE SESSION

Staff request an executive session to discuss collective bargaining matters. Please contact me about any other executive session topics.

8. ADJOURNMENT

VILLAGE OF GILBERTS
Committee of the Whole
MEETING AGENDA
87 GALLIGAN ROAD,
GILBERTS, ILLINOIS 60136
March 10, 2015
AGENDA
7:00 P.M.

ORDER OF BUSINESS

1. CALL TO ORDER / PLEDGE OF ALLEGIANCE

2. ROLL CALL / ESTABLISH QUORUM

3. ITEMS FOR DISCUSSION

- A. Minutes from the March 3, 2015 Village Board Meeting
- B. Ordinance 06-2015, an Ordinance providing for issuance of not to exceed \$19,000,000 Village of Gilberts, Kane County, Illinois Special Service Area Number Nine Special Tax Refunding Bonds, Series 2015 (Big Timber Project), and providing for the levy of a direct annual tax on taxable property in such special service area for the payment of principal and interest on such bonds
- C. Resolution 13-2015, a Resolution authorizing the approval of the CY-2015 Recreational Programming Agreement with the Golden Corridor Family YMCA
- D. Resolution 14-2015, a Resolution authorizing the approval of the CY-2015 Recreational Programming Agreement with the Gilberts Pirates 10U Travel Baseball Team
- E. Building Permit Fee Schedule Review
- F. FY 2016 Budget Overview

4. STAFF REPORTS

5. BOARD OF TRUSTEES REPORTS

6. PRESIDENT'S REPORT

7. PUBLIC COMMENT

8. EXECUTIVE SESSION

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

9. ADJOURNMENT

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

Village of Gilberts
87 Galligan Road
Gilberts, IL. 60136
Village Board
Meeting Minutes
March 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 Corbett, Mierisch, Farrell, Hacker and President Zirk. 2-absent: Trustees LeClerc and Trustee Zambetti. Trustee Zambetti arrived at 7:02 p.m. Others present: Administrator Keller, Assistant Administrator Beith, Chief of Police Rossi, and Village Clerk Meadows. For members of the audience please see the attached sign-in sheet.

Recognition

Shop with a Cop Award

Chief Rossi recognized Trustee Corbett, Rob Lange owner of Cruisin Rt. 72, Mr. Jim Hill, Mobil Mart owner and the Eagles Club for their generosity and outstanding dedication to the Dundee Township Shop with a Cop program.

Chief Rossi thanked them for their commitment and dedication to the Shop with a Cop program. He noted that their continued support allows the Police Department to continue to build positive relationships between the police officers and families in the community. During the holiday season the Shop with a Cop program provides the families with an opportunity to have breakfast and to go holiday shopping with the officers. Shop with a Cop sponsors the breakfast and provides the funds to purchase gifts and without their generosity this program would not be possible.

Chief Rossi presented each individual with an appreciation plaque which read, "In appreciation for outstanding dedication and generosity to the people in your community". The Board Members thanked all the award recipients for their community service.

Public Comment

President Zirk asked if there was anyone in the audience that wished to address the Board Members. Mr. Tom Trier owner of Pub 72 approached the podium. Mr. Trier reported that he will be hosting a special event on June 5th-6th to celebrate their first year anniversary. He asked if the Board Members would consider allowing him to deviate from the Noise Ordinance and have outdoor activities until 11:00 p.m. Trustee Mierisch inquired if the adjacent neighborhoods have been notified of this request and had no objections. Mr. Trier reported that Mr. Coleman owner of the two properties adjacent to the liquor establishment had spoken to both of the renters, and the renters expressed no objections to the celebration or the extended hours.

There were no other comments offered from any member of the audience.

Consent Agenda

- A. A Motion to approve Minutes from the February 24, 2015 Village Board Meeting**
- B. A Motion to approve Bills & Salaries dated March 3, 2015 as follows: General Fund \$33,302.61, Performance Bonds and Escrows \$529.00, Water Fund \$13,896.95**
- C. A Motion to approve Ordinance 05-2015, an Ordinance establishing a Water System Connection Incentive Program for the Central Area TIF**
- D. A Motion to approve the updated salary structure and job description for Utilities Technicians positions**

President Zirk asked the Board Members if there were any items they wished to remove from the Consent Agenda. There were no comments from any of the Board Members. **A Motion was made by Trustee Zambetti and seconded by Trustee Corbett to approve the consent agenda items A-D as presented.** Roll call: Vote: 5-ayes: Trustees Corbett, Mierisch, Zambetti, Farrell, and Hacker. 0-nays, 0-abstained. Motion carried.

Items for Approval

A Motion to approve Resolution 12-2015, a Resolution urging the Governor and General Assembly to protect the full funding of Local Government Distributive Fund Revenues

President Zirk reported that he had directed Clerk Meadows to add this item to the agenda. He inquired if the Board Members were comfortable with the language in the Resolution. The Board Members provided no comments on Resolution 12-2015. **A Motion was made by Trustee Zambetti and seconded by Trustee Farrell to approve Resolution 12-2015, a Resolution urging the Governor and General Assembly to protect the full funding of Local Government Distributive Fund Revenues.** Roll call: Vote: 5-ayes: Trustees Mierisch, Zambetti, Farrell, Hacker and Corbett. 0-nays, 0-abstained. Motion carried.

Items for Discussion

Fiber project referendum question

Administrator Keller introduced Faith Behr. He reported that Ms. Behr is a communication specialist and has been contracted to assist Staff in drafting the educational referendum message and communication materials.

Consultant Behr provided those in attendance with a brief overview of her previous professional experience. She reported that for over twenty years she has been providing organizations and non-profits with consultant services; prior to that she was a journalist covering municipal meetings.

Consultant Behr discussed the focus group meeting and phone interviews she recently conducted. The goal of the focus group meeting and phone survey was to understand what select residents knew about the referendum, what their concerns were and how best to inform the community of the fiber optics project.

Consultant Behr provided the Board Members with a synopsis of the project timeline. She discussed the educational materials and dates in which the materials will be rolled out.

Administrator Keller provided the Board Members with a draft educational flyer. There was some discussion on the flyer. Trustee Hacker inquired if the question noted on the flyer was the question that would appear on the ballot. He expressed concern that the question did not explicitly state that voting yes on this question would increase residents' property taxes for twenty years. Trustee Hacker stated he was very uncomfortable with the wording of the referendum question. He noted that most communities when drafting referendum questions specifically stated that voting yes to the public question is a vote to increase property taxes. Consultant Behr stated that the educational material will clearly inform voters that voting yes on the referendum question will result in a property tax increase.

President Zirk commented on the fact that the fiber optic conversation has been ongoing for over two years. Now an opportunity arose with the development of the Conservancy. The developer of the Conservancy is extending a fiber-optic line through Gilberts to provide his development with high-speed broadband services. The developer is making the investment to make his subdivision unique. This "backbone" fiber optic network is being installed by the developer at no cost to the Village. The Board Members believed the voters should have the opportunity to vote on acquiring fiber-optics. President Zirk continued on to say that the fiber-optic network would provide open access to any service provider. The open access should produce competition and competitive pricing.

Trustee Mierisch noted that although AT&T does not offer U-verse service to all of the community the fiber has been installed.

There was some discussion on the service providers that have expressed an interest in leasing the fiber optic lines and the cost associated with their services. Staff reported that they are still working with service providers on the details. Trustee Hacker believes at this time asking the voters the question is premature. A lengthy discussion ensued with respect to crafting the educational message. The Board Members directed Staff to place the educational information on Facebook and to also have a dedicated website that is linked to the Village's website. Staff will work with Consultant Behr on drafting all the educational materials. Once completed Staff will forward a copy of the materials to the Board Members for review.

Staff Reports

Administrator Keller commented on a Legislative meeting that took place on Monday. Several Senators and Representatives along with City Managers were in attendance. The focus of the meeting was to discuss the Governor's budget proposal and its impacts on local government. The proposed 50% reduction in LGDF revenues constitutes approximately 22% of the Village of Gilberts annual General Fund revenue. The proposed reduction would result in the loss of \$340,510.00, which is roughly the size of the entire Public Works budget. Administrator Keller reported that he will continue to monitor the discussion regarding the LGDF revenues.

Chief Rossi reported that the Tyrrell Bridge temporary signals had recently malfunctioned. However, they have been repaired and are operating properly. The Police Department will continue to monitor the signals. He went on to report that he had recently met with Sheriff Kramer during the meeting. Sheriff Kramer agreed to assist directing traffic on Tyrrell Bridge when needed.

Village Clerk Meadows on behalf of the Community Days Committee thanked Trustee Hacker for his donation to Community Days.

Board of Trustees Reports

Trustee Zambetti inquired on the status of Ryland Homes with respect to the final build-out of the Town Center Development. Administrator Keller reported that the Village will be hosting a neighborhood meeting to discuss the residents' expectations with regards to the open and unfinished lots. Trustee Mierisch reminded everyone if a new builder were to finish the development there are no guarantees the housing product would be similar to the current housing products.

Trustee Hacker inquired if Staff knew who was going to be the fiber-optic provider. Administrator Keller stated that IFiber is one of the interested providers. The Board Members asked Staff several other questions with respect to the fiber project. The Board Members noted that the voters will be asking similar questions and Staff should be prepared to provide the answers. Administrator Keller noted that this is an infrastructure project similar to road and water/sewer line construction projects. Some of the service related questions at this time are difficult to define.

President's Report

President Zirk inquired on when a certain settlement agreement could be released to the public. Administrator Keller stated he would check with Attorney Tappendorf.

Village Board
Meeting Minutes
March 3, 2015
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Adjournment

There being no further public business to discuss, a Motion was made by Trustee Hacker and seconded by Trustee Zambetti to adjourn from the public meeting at 8:15 p.m. Roll call: Vote: 5-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
March 3, 2015
7:00 p.m.
Sign-in-Sheet

Name

Contact Information (Optional)

Elissa Kojzarek

VILLAGE OF GILBERTS

KANE COUNTY

STATE OF ILLINOIS

ORDINANCE NUMBER 06-2015

**AN ORDINANCE PROVIDING FOR ISSUANCE OF NOT TO EXCEED
\$19,000,000 VILLAGE OF GILBERTS, KANE COUNTY,
ILLINOIS SPECIAL SERVICE AREA NUMBER NINE
SPECIAL TAX REFUNDING BONDS, SERIES 2015 (BIG TIMBER PROJECT),
AND PROVIDING FOR THE LEVY OF A DIRECT
ANNUAL TAX ON TAXABLE PROPERTY IN SUCH
SPECIAL SERVICE AREA FOR THE PAYMENT OF
PRINCIPAL OF AND INTEREST ON SUCH BONDS**

ADOPTED BY THE

PRESIDENT AND BOARD OF TRUSTEES

OF THE

VILLAGE OF GILBERTS

KANE COUNTY

STATE OF ILLINOIS

The 17th of March, 2015

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Gilberts, Kane County, Illinois this ____ day of March, 2015.

ORDINANCE NO. 06-2015

**AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED
\$19,000,000 VILLAGE OF GILBERTS,
KANE COUNTY, ILLINOIS
SPECIAL SERVICE AREA NUMBER NINE
SPECIAL TAX REFUNDING BONDS, SERIES 2015,
AND PROVIDING FOR THE LEVY OF A DIRECT
ANNUAL TAX ON TAXABLE PROPERTY IN SUCH
SPECIAL SERVICE AREA FOR THE PAYMENT OF
PRINCIPAL OF AND INTEREST ON SUCH BONDS**

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, KANE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. Findings and Declarations. It is found and declared by the President and Board of Trustees of the Village of Gilberts, Kane County, Illinois (the "Village") as follows:

a. The Village has previously established Special Service Area Number Nine described more fully in Exhibit A, attached to this Ordinance and incorporated herein (the "Special Service Area") pursuant to Ordinance Number 01-10 adopted on March 20, 2001 (the "Establishing Ordinance"), the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq., as amended (the "Special Service Area Act") and the provisions of Section 7 of Article VII of the 1970 Constitution of the State of Illinois, and has otherwise complied with all other conditions precedent required by the Special Service Area Act.

b. It was deemed necessary and in the best interests of the Village to provide special services benefiting the Special Service Area consisting of sewer treatment plant, sewer collection and transmission facilities and mains, water wells, water treatment facilities, water storage and distribution facilities and mains, road improvements, site acquisition, engineering, surveying and professional fees and costs, and other eligible costs to serve the Special Service Area (the "Special Services").

c. The Village has previously issued \$27,525,000 in aggregate principal amount of its Special Service Area Number Nine, Special Tax Refunding Bonds, Series 2005 (Big Timber Project) (the "Prior Bonds"), of which \$18,090,000 in principal amount remains outstanding, the proceeds of which were used to advance refund \$26,100,000 original principal amount of the Village's Special Service Area Number Nine Special Tax Bonds, Series 2001 (Big Timber Project) (the "Series 2001 Bonds"). The Series 2001 Bonds have been paid in full. The Series 2001 Bonds were issued to pay and provide funds for a portion of the costs of the Special Services.

d. In order to achieve debt service savings, it is in the best interests of the Village to current refund all of the Prior Bonds.

e. The Village does not have sufficient funds on hand or available from other sources with which to pay the costs associated with the refunding of the Prior Bonds.

f. It is necessary and in the best interests of the Village to issue an aggregate principal amount not to exceed \$19,000,000 of its Special Service Area Number Nine Special Tax Refunding Bonds, Series 2015 (Big Timber Project) (the “Bonds”), as provided in this Ordinance, to pay or provide funds to current refund all of the Prior Bonds.

g. The Village expects that aggregate payments of principal of and interest on the Bonds will be less than aggregate payments of principal of and interest on the outstanding Prior Bonds.

h. After adoption of Ordinance Number 00-20 on June 13, 2000, which proposed the consideration of establishing the Special Service Area and the issuance of the Series 2001 Bonds in an aggregate principal amount not to exceed \$28,000,000 (the “Proposing Ordinance”), due publication of notice as required by the Special Service Area Act including, without limitation, notice of the issuance of the Series 2001 Bonds in an aggregate principal amount not to exceed \$28,000,000, public hearings to consider the establishment of the Special Service Area, the issuance of the Series 2001 Bonds for the purpose of paying the costs of the Special Services and the manner in which the Series 2001 Bonds were proposed to be retired and the proposed tax levy, were held on July 5, 2000 and on March 20, 2001 at 7:00 p.m., no objection petition was filed with respect to the establishment of the Special Service Area or the issuance of the Series 2001 Bonds within the period of time allowed pursuant to the Special Service Area Act, and waivers of the right to file any such objection petition were executed by all electors and all owners of property within the Special Service Area at the time of the issuance of the Series 2001 Bonds.

Section 2. Issuance of Bonds.

a. The Village shall borrow the sum of not to exceed \$19,000,000 by issuing the Bonds as provided in this Ordinance. The Bonds which shall be designated “Village of Gilberts, Kane County, Illinois Special Service Area Number Nine Special Tax Refunding Bonds, Series 2015 (Big Timber Project),” shall be issued for the purpose of refunding all of the Prior Bonds. The Bonds shall be issued pursuant to the powers of the Village pursuant to Section 7 of Article VII of the 1970 Constitution of the State of Illinois; the Special Service Area Act; and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq.

b. The Village President is hereby authorized and directed to establish the final terms of the Bonds as set forth in the Village’s Bond Order to be executed by the Village President (the “Bond Order”), but only within the parameters or on such terms as set forth in Section 4 of this Ordinance and in furtherance of such duty is hereby authorized and directed to execute the Bond Order on behalf of the Village. The Bonds shall be issued in such principal amounts, shall mature on such dates and bear interest at such rates and be subject to redemption as set forth in the Bond Order.

Section 3. Approval of Documents. There have been submitted to the President and Board of Trustees forms of the following documents relating to the issuance of the Bonds:

a. a form of Trust Indenture (the "Indenture") between the Village and Amalgamated Bank of Chicago, as trustee (the "Trustee"), to be dated on or prior to the date of issuance of the Bonds, which form of Indenture is attached as Exhibit B to this Ordinance;

b. a form of Bond Purchase Agreement (the "Bond Purchase Agreement") between the Village and Bernardi Securities, Inc., as Underwriter (the "Underwriter"), to be dated as of the date the offer of the Underwriter to purchase the Bonds is accepted by the Village, which form of Bond Purchase Agreement is attached as Exhibit C to this Ordinance and is incorporated herein;

c. a form of Preliminary Official Statement (the "Preliminary Official Statement") to be used by the Underwriter in its initial offering of the Bonds, which form of Preliminary Official Statement is attached as Exhibit D to this Ordinance;

d. a form of a Consulting Agreement to be entered into by and between the Village and David Taussig & Associates, Inc. (the "Consulting Agreement") providing for the administrative services to the Special Service Area which agreement is attached as Exhibit E to this Ordinance;

e. a form of continuing disclosure undertaking to be entered into by the Village (the "CDU") to effect compliance with Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, which agreement is attached as Exhibit F to this Ordinance; and

f. [a form of escrow agreement (the "Escrow Agreement") to be entered into between the Village and Amalgamated Bank of Chicago, as Escrow Agent for the Prior Bonds providing for the defeasance of all of the Prior Bonds, which agreement is attached as Exhibit G to this Ordinance.]

Such documents are approved as to form and substance and the Village President and the Village Clerk of the Village are authorized and directed to execute and deliver and/or authorize the use of such documents on behalf of the Village in substantially the forms submitted with such additions, deletions and completions of the same as the Village President and the Village Clerk deem appropriate; and when each such document is executed, attested, sealed and delivered on behalf of the Village, as provided herein, each such document will be binding on the Village; from and after the execution and delivery of each such document, the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such additional documents as may be necessary to carry out, comply with and perform the provisions of each such document as executed; and each such document shall constitute, and hereby is made, a part of this Ordinance, and a copy of each such document shall be placed in the official records of the Village, and shall be available for public inspection at the office of the Village Clerk. Any of the Village President, Village Administrator, Village Treasurer or Village Clerk (the "Authorized Officers") is authorized and directed, subject to the terms of the Bond Purchase Agreement as executed, to execute a final Official Statement in substantially the form of the Preliminary Official Statement with such changes, additions or deletions as they deem appropriate to reflect the final terms of the Bonds, the Indenture and other

matters. The Village hereby ratifies, confirms and approves the use and distribution by the Underwriter of the Preliminary Official Statement prior to the availability of the final Official Statement. The Village President and the Village Clerk are authorized to obtain a Bond Insurance Policy insuring the payment of principal of and interest on the Bonds when due (the "Policy") from a bond insurer (a "Bond Insurer") if the Village President determines such Policy to be beneficial in connection with the sale of the Bonds. The Village President and Village Clerk are hereby authorized on behalf of the Village, to make such customary covenants and agreements with the Bond Insurer as are not inconsistent with the terms of this Ordinance and as may be required by the Bond Insurer to issue its Policy.

Section 4. Bond Terms; Bond Order. The Bonds shall be issued as provided in the Indenture and shall be issued in the aggregate principal amount not to exceed \$19,000,000, shall be dated, shall mature, shall bear interest at the rates (not to exceed six and one-half percent (6.50%) per annum), and shall be subject to redemption at the times and prices, all as set forth in the Bond Order and the Indenture, and shall be sold to the Underwriter at an aggregate purchase price of not less than 97.0% of the principal amount of the Bonds exclusive of original issue discount or original issue premium, all as set forth in the Bond Order and the Bond Purchase Agreement. The Bond Order shall specify the principal amount of the Bonds, the date of the Bonds, the interest rate on the Bonds, the redemption provisions of the Bonds, the purchase price of the Bonds, the identity of any Bond Insurer, if any, and the final form of any commitment to provide the bond insurance Policy and may include such other terms as are deemed necessary to provide for the sale of the Bonds which are not inconsistent with this Ordinance. The execution and delivery of the Indenture and the Bond Order by the Village President and the Village Clerk shall evidence their approval of the terms of the Bonds.

Section 5. Execution and Delivery of Bonds. The Village President and the Village Clerk are authorized and directed to execute and deliver the Bonds and, together with other Authorized Officers, to take all necessary action with respect to the issuance, sale and delivery of the Bonds, all in accordance with the terms and procedures specified in this Ordinance and the Indenture. The Bonds shall be delivered to the Trustee who is directed to authenticate the Bonds and deliver the Bonds to the Underwriter upon receipt of the purchase price for the Bonds.

The Bonds shall be in substantially the form set forth in the Indenture. Each Bond shall be executed by the manual or facsimile signature of the Village President and the manual or facsimile signature of the Village Clerk and shall have the corporate seal of the Village affixed to it (or a facsimile of that seal printed on it). The Village President and the Village Clerk (if they have not already done so) are authorized and directed to file with the Illinois Secretary of State their manual signatures certified by them pursuant to the Uniform Facsimile Signatures of Public Officials Act, as amended, which shall authorize the use of their facsimile signatures to execute the Bonds. Each Bond so executed shall be as effective as if manually executed. In case any officer of the Village whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before authentication and delivery of any of the Bonds, that signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

No Bond shall be valid for any purpose unless and until a certificate of authentication on that Bond substantially in the form set forth in the bond form in the Indenture shall have been

duly executed by the Trustee. Execution of that certificate upon any Bond shall be conclusive evidence that the Bond has been authenticated and delivered under this Ordinance.

Section 6. Bonds are Limited Obligations; Levy of Special Taxes; Pledge. The Bonds shall constitute limited obligations of the Village, payable from the Special Taxes (as defined below) to be levied on all taxable real property within the Special Service Area as provided below. The Bonds shall not constitute the general obligations of the Village and neither the full faith and credit nor the unlimited taxing power of the Village shall be pledged as security for payment of the Bonds.

There are hereby levied Special Taxes upon all taxable real property within the Special Service Area in accordance with the Special Tax Report (as defined below) sufficient to pay and discharge the principal of and interest on the Bonds at maturity or mandatory sinking fund redemption dates and to pay interest on the Bonds for each year at the interest rates set forth in Section 2.4 of the Indenture and to pay for the Administrative Expenses (as defined in the Indenture) of the Village and Kane County, if any, for each year and to fund and replenish the Reserve Fund created and established pursuant to the Indenture to an amount equal to the Reserve Requirement (as defined in the Indenture) [and to fund and replenish the Special Reserve Fund created and established pursuant to the Indenture to an amount equal to the Special Reserve Fund Requirement] including specifically the following amounts for the following years (the "Special Taxes"):

<u>Year of Levy</u>	<u>An Amount Sufficient to Produce the Sum of:</u>
2015	\$ 2,711,831.36
2016	2,752,510.34
2017	2,793,793.45
2018	2,835,695.44
2019	2,878,238.66
2020	2,921,410.00
2021	2,965,229.72
2022	3,009,707.06
2023	3,054,858.86
2024	3,100,678.34
2025	3,147,184.12
2026	3,194,395.50
2027	3,242,311.66
2028	3,290,942.66

Pursuant to the Special Tax Roll established by the Special Tax Roll and Report dated February 27, 2001 prepared for the Special Service Area (the "Special Tax Report"), the Special Taxes shall be divided among all taxable real property within the Special Service Area in accordance with the terms of the Establishing Ordinance and the Special Tax Report. It shall be the duty of the Village and the Village hereby covenants, annually on or before the last Tuesday of December for each of the years 2015 through 2028 to calculate or cause the Consultant appointed pursuant to the Indenture to calculate the projected Special Tax Requirement (as

defined in the Indenture); to adopt an ordinance approving the amount of the Special Tax Requirement; and shall by ordinance direct the County Clerk of Kane County to extend the Special Taxes for collection on the tax books against all of the taxable real property within the Special Service Area in accordance with the Special Tax Report and in connection with other taxes levied in each of such years for general Village purposes. The Special Taxes shall be computed, extended and collected in accordance with the Special Tax Report and the Special Tax Roll, and divided among the taxable real property within the Special Service Area in accordance with the terms of the Establishing Ordinance and the Special Tax Report. The Special Taxes levied by this Ordinance shall be abated each year to the extent the taxes levied pursuant to this Ordinance exceed the Special Tax Requirement as calculated by the Village pursuant to the Establishing Ordinance and the Special Tax Report. On or before the last Tuesday of January for each of the years 2016 through 2029 the Village shall notify the Trustee and the Bond Insurer, if any, of the amount of the Special Tax Requirement and the amount of the Special Taxes to be abated. The Village shall take all actions which shall be necessary to provide for the levy, extension, collection and application of the taxes levied by this Ordinance, including enforcement, of such taxes by institution of foreclosure procedures as provided by law.

The Special Taxes levied as provided above shall be deposited in the Bond and Interest Fund created pursuant to the Indenture and are appropriated to and are irrevocably pledged to and shall be used only for the purposes set forth in the Indenture.

Section 7. Special Covenants. The Village covenants with the holders of the Bonds from time to time outstanding and the Bond Insurer, if any, that it (i) will take all actions which are necessary to be taken (and avoid any actions which it is necessary to avoid being taken) so that interest on the Bonds and the Prior Bonds will not be or become included in gross income for federal income tax purposes under existing law, including without limitation the Internal Revenue Code of 1986, as amended (the “Code”); (ii) will take all actions reasonably within its power to take which are necessary to be taken (and avoid taking any actions which are reasonably within its power to avoid taking and which are necessary to avoid) so that the interest on the Bonds and the Prior Bonds will not be or become included in gross income for federal income tax purposes under the federal income tax laws as in effect from time to time; and (iii) will take no action or permit any action in the investment of the proceeds of the Bonds or the Prior Bonds, amounts held under the Indenture or any other funds of the Village which would result in making interest on the Bonds or the Prior Bonds subject to federal income taxes by reason of causing the Bonds or the Prior Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code, or direct or permit any action inconsistent with the regulations under the Code as promulgated and as amended from time to time and as applicable to the Bonds or the Prior Bonds. The Village President, Village Clerk, Village Treasurer and other Authorized Officers of the Village are authorized and directed to take all such actions as are necessary in order to carry out the issuance and delivery of the Bonds including, without limitation, to make any representations and certifications they deem proper pertaining to the use of the proceeds of the Bonds and other moneys held under the Indenture in order to establish that the Bonds and the Prior Bonds shall not constitute arbitrage bonds as so defined.

The Village further covenants with the holders of the Bonds from time to time outstanding and the Bond Insurer, if any, that:

a. it will take all actions, if any, which shall be necessary in order further to provide for the levy, extension, collection and application of the Special Taxes imposed by or pursuant to this Ordinance or the Establishing Ordinance, including enforcement of the Special Taxes by institution of foreclosure procedures as provided by law;

b. it will not take any action which would reduce the size of the Special Service Area or adversely affect the levy, extension, collection and application of the Special Taxes, except to abate the Special Taxes to the extent permitted by the Special Tax Report and as provided in this Ordinance and to release parcels subject to the Special Taxes to the extent a prepayment of the Special Taxes for such parcel has been prepaid; and

c. it will comply with all present and future laws concerning the levy, extension and collection of the Special Taxes; in each case so that the Village shall be able to pay the principal of and interest on the Bonds as they come due and replenish the Reserve Fund to the Reserve Requirement and it will take all actions necessary to assure the timely collection of the Special Taxes, including without limitation, the enforcement of any delinquent Special Taxes by the commencement and maintenance of an action to foreclose the lien of any delinquent Special Taxes within twelve months of the date of failure to pay the Special Taxes from the date they are due, and in the manner provided by law.

Promptly following the date of issuance of the Bonds, the Village shall file an abatement ordinance abating the Special Taxes levied for the Prior Bonds pursuant to the bond ordinance for the Prior Bonds (the "Prior Bond Ordinance") for levy years 2015 through 2028.

Section 8. Additional Authority. The Village President, the Village Clerk, the Village Treasurer and the other Authorized Officers of the Village are authorized to execute and deliver on behalf of the Village such other documents, agreements and certificates and to do such other things consistent with the terms of this Ordinance as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this Ordinance, including without limitation to make any representations and certifications they deem proper pertaining to the use of the proceeds of the Bonds in order to establish that the Bonds and the Prior Bonds shall not constitute arbitrage bonds as defined in Section 7 above.

Section 9. Transfer of Funds; Defeasance of Prior Bonds. Amounts on deposit in the funds and accounts created for the Prior Bonds may be transferred [to the Escrow Account created pursuant to the Escrow Agreement] and applied to refund the Prior Bonds or with respect to the Bond and Interest Fund or Reserve Fund, may be transferred to the Bond and Interest Fund or the Reserve Fund created for the Bonds to the extent not needed to [fund the Escrow Account or to] pay the Prior Bonds all as provided in the Bond Order.

The Prior Bonds shall be called for redemption on the date specified in the Bond Order at a price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date. Such redemption shall be conducted in accordance with the provisions of the Trust Indenture of the Village pursuant to which the Prior Bonds were authorized (the "Prior Indenture").

Section 10. Filing of Ordinance. The Village Clerk is directed to file a certified copy of this Ordinance, and an accurate map of the Special Service Area, with the County Clerk of Kane County.

Section 11. Severability. If any section, paragraph, clause or provision of this Ordinance (including any section, paragraph, clause or provision of any exhibit to this Ordinance) shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other sections, paragraphs, clauses or provisions of this Ordinance (or of any of the exhibits to this Ordinance).

Section 12. Repealer; Effect of Ordinance. All ordinances, resolutions and orders or parts of ordinances, resolutions and orders in conflict with this Ordinance are repealed to the extent of such conflict. The Village Clerk shall cause this Ordinance to be published in pamphlet form. This Ordinance shall be effective upon its passage and publication as provided by law.

PASSED BY THE BOARD OF TRUSTEES of the Village of Gilberts, Illinois at a regular meeting thereof held on the ____ 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

Published: _____

EXHIBIT A

Special Service Area No. Nine

Legal Description

PARCEL 1:

THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 26 AND THE SOUTHWEST QUARTER OF SECTION 25 (EXCEPT THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY AND THE RIGHT OF WAY OF THE ELGIN AND THE BELVIDERE ELECTRIC COMPANY AS PER DOCUMENT 751880) AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 36 LYING NORTH OF THE CENTERLINE OF BIG TIMBER ROAD AS PER DOCUMENT NUMBER 376207 (EXCEPT THAT PARCEL OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 36, THENCE NORTH ALONG THE EAST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 127.71 TO THE CENTERLINE OF THE RIGHT OF WAY OF THE BIG TIMBER ROAD, THENCE WESTERLY ALONG SAID CENTERLINE A DISTANCE OF 271.24 FEET TO A POINT OF CURVATURE, THENCE WESTERLY ALONG SAID CENTERLINE BEING A CURVED LINE CONVEX TO THE NORTH AND HAVING A RADIUS OF 49,110.70 FEET, AN ARC LENGTH OF 915.13 TO THE POINT OF BEGINNING, THENCE NORTHEASTERLY ALONG A LINE FORMED BY AN ANGLE OF 90 DEGREES, 53 MINUTES, 54 SECONDS TO THE LEFT WITH THE LAST DESCRIBED COURSE A DISTANCE OF 399.81 FEET, THENCE NORTHWESTERLY ALONG A LINE FORMED BY AN ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS TO THE LAST DESCRIBED COURSE A DISTANCE OF 272.25 FEET, THENCE SOUTHWESTERLY ALONG A LINE FORMED BY AN ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS TO THE LAST DESCRIBED COURSE A DISTANCE OF 398.83 FEET TO A POINT AT THE INTERSECTION WITH SAID CENTERLINE OF BIG TIMBER ROAD, THENCE EASTERLY ALONG SAID CENTERLINE BEING A CURVED LINE CONVEX TO THE NORTH AND HAVING A RADIUS OF 49,110.70 FEET, AN ARC LENGTH OF 272.25 FEET TO THE POINT OF BEGINNING), ALL IN SECTION 36, TOWNSHIP 42 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN IN RUTLAND TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 1 ROD OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF THE FORMER RIGHT

OF WAY OF THE ELGIN, BELVIDERE AND ROCKFORD RAILWAY COMPANY, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER 1082.85 FEET; THENCE WEST ALONG A LINE FORMING AN ANGLE OF 88 DEGREES, 48 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 31.87 FEET (THIS POINT HEREINAFTER REFERRED TO AS POINT "A"); THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 04 DEGREES, 05 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE 860.80 FEET TO THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY FOR THE POINT OF BEGINNING; THENCE EASTERLY ALONG THE LAST DESCRIBED COURSE 860.80 FEET TO SAID POINT "A"; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 04 DEGREES, 05 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 31.87 FEET TO THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH ALONG SAID EAST LINE 33.01 FEET TO A POINT 1531 FEET NORTH OF THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SOUTHEAST QUARTER; THENCE WEST ALONG A LINE FORMING AN ANGLE OF 88 DEGREES 48 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE 30 FEET; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 4 DEGREES 07 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE 816.40 FEET TO A LINE DRAWN PARALLEL WITH AND 30 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES THERETO, SAID EASTERLY RAILWAY RIGHT OF WAY LINE; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, WHICH FORMS AN ANGLE OF 110 DEGREES, 28 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE 120.0 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 30 FEET TO SAID EASTERLY RAILWAY RIGHT OF WAY LINE; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING; IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF SAID SOUTHEAST QUARTER, THENCE WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION 484.7 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 84 DEGREES, 31 MINUTES, 00 SECONDS TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE 207.4 FEET; THENCE EASTERLY ALONG A LINE FORMING AN

ANGLE OF 94 DEGREES 52 MINUTES, 00 SECONDS TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE 504 FEET TO THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH ALONG SAID EAST LINE 870.9 FEET; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 88 DEGREES, 48 MINUTES, 00 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE 31.87 FEET; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 04 DEGREES, 05 MINUTES, 00 SECONDS TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE 860.8 FEET TO THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, BEING ALONG A LINE FORMING AN ANGLE OF 69 DEGREES, 36 MINUTES, 40 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH ALONG SAID WEST LINE TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE EAST ALONG SAID NORTH LINE 851.3 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART FALLING IN THE NORTH 16.5 FEET OF SAID SOUTHEAST QUARTER); IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 6:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY AND EASTERLY OF A LINE DRAWN PARALLEL WITH AND 50 FEET WESTERLY OF, MEASURED AT RIGHT ANGLES THERETO, SAID WESTERLY RIGHT OF WAY LINE, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: THE SOUTHERLY RIGHT OF WAY OF BIG TIMBER ROAD IN SAID SECTION 36.

PARCEL 8:

THAT PART OF THE EAST 1/2 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36 WHICH IS 1128 FEET EAST OF THE CENTER OF SAID SECTION; THENCE EAST ALONG SAID SOUTH LINE TO THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE CENTER LINE OF BIG TIMBER. ROAD; THENCE EASTERLY ALONG SAID CENTER LINE TO THE EAST LINE OF SAID SECTION; THENCE NORTH ALONG SAID EAST LINE TO A POINT 684.95 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 91 DEGREES 02 MINUTES TO THE LEFT WITH THE

PROLONGATION OF THE LAST DESCRIBED COURSE, 1173.71 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE 183.79 FEET TO AN ANGLE IN SAID LINE; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, WHICH FORMS AN ANGLE OF 54 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 570 FEET TO THE NORTH LINE OF SAID SECTION; THENCE WEST ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTHEAST 1/4 TO THE CENTER LINE OF BIG TIMBER ROAD; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE SOUTH LINE OF SAID NORTHEAST 1/4; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CENTER LINE 866 FEET; THENCE NORTHERLY 340 FEET TO THE POINT OF BEGINNING (EXCEPT THE 100 FEET RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY); IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 9:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF BIG TIMBER ROAD WITH THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE 866 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CENTER LINE TO THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY; THENCE NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE WEST ALONG SAID NORTH LINE TO A POINT 1128 FEET EAST OF, AS MEASURED ALONG SAID NORTH LINE, THE CENTER OF SAID SECTION; THENCE SOUTH TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 10

THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS, LYING NORTH OF A TRACT OF LAND DEDICATED AS A PUBLIC HIGHWAY KNOWN AS BIG TIMBER ROAD, WHICH SAID CENTER LINE IS DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST ALONG THE NORTH LINE OF SECTION 35 FOR A DISTANCE OF 195.3 FEET MORE OR LESS TO A POINT ON THE CENTER LINE OF THE DEDICATED ROAD; THENCE SOUTHEASTERLY ON A LINE FORMING AN ANGLE OF 41 DEGREES 19 1/2 MINUTES TO THE LEFT WITH THE NORTH LINE OF SECTION 35 FOR A DISTANCE OF 1078.44 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 1736.48 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 368.86 FEET MORE OR LESS, TO A POINT ON THE WEST LINE OF GRANTOR'S

PROPERTY FOR A PLACE OF BEGINNING; THENCE SOUTHEASTERLY ON A CONTINUATION OF THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 1736.48 FEET FOR A DISTANCE OF 232.15 FEET; THENCE SOUTHEASTERLY ON A LINE TANGENT TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 1149.35 FEET MORE OR LESS TO A POINT ON THE WESTERLY BOUNDARY LINE EXTENDED, OF THE PRESENT NORTH AND SOUTH HIGHWAY, DEDICATED FOR PUBLIC HIGHWAY, WHICH ON JANUARY 12, 1934 WAS DEDICATED IN WRITING BY THE AFORESAID ELGIN CITY BANKING COMPANY TO THE PEOPLE OF THE STATE OF ILLINOIS AND AFTERWARDS RECORDED IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS, AS DOCUMENT 376211, (EXCEPTING THEREFROM THAT PART OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID NORTHEAST 1/4 WITH THE CENTER LINE OF BIG TIMBER ROAD; THENCE NORTHWESTERLY ALONG SAID CENTER LINE 300.0 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING NORTHWESTERLY ALONG SAID CENTER LINE 158.0 FEET; THENCE NORTHEASTERLY, AT RIGHT ANGLES TO SAID CENTER LINE, 400.0 FEET; THENCE SOUTHEASTERLY, PARALLEL WITH SAID CENTER LINE, 158.0 FEET; THENCE SOUTHWESTERLY 400.0 FEET TO THE PLACE OF BEGINNING), IN RUTLAND TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL 11:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID NORTHEAST QUARTER WITH THE CENTER LINE OF BIG TIMBER ROAD; THENCE NORTHWESTERLY ALONG SAID CENTER LINE, 300.0 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING NORTHWESTERLY ALONG SAID CENTER LINE, 150.0 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO SAID CENTERLINE, 400.0 FEET; THENCE SOUTHEASTERLY PARALLEL WITH SAID CENTER LINE, 150.0 FEET; THENCE SOUTHWESTERLY 400.0 FEET TO THE PLACE OF BEGINNING, IN RUTLAND TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL 12:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID NORTHEAST QUARTER WITH THE CENTER LINE OF BIG TIMBER ROAD; THENCE NORTHWESTERLY ALONG SAID CENTER LINE 450 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTHWESTERLY ALONG SAID CENTER LINE 8 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO SAID CENTER LINE 400 FEET; THENCE SOUTHEASTERLY, PARALLEL TO SAID CENTER LINE 8 FEET; THENCE SOUTHWESTERLY 400 FEET TO THE PLACE OF BEGINNING, IN RUTLAND TOWNSHIP, KANE COUNTY, ILLINOIS.

EXHIBIT B

Form of Trust Indenture

EXHIBIT C

Bond Purchase Agreement

EXHIBIT D

Preliminary Official Statement

EXHIBIT E

Consulting Agreement

EXHIBIT F

Continuing Disclosure Undertaking

EXHIBIT G
Escrow Agreement

RESOLUTION

VILLAGE OF GILBERTS

Authorizing the Approval of the CY 2015 Recreational Programming Agreement with the Golden Corridor Family YMCA

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 an agreement between the Village of Gilberts and the Golden Corridor Family YMCA to provide a wide range of recreational programs and services for the community.

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: _____

**VILLAGE OF GILBERTS AND GOLDEN CORRIDOR FAMILY YMCA
CY 2015 RECREATIONAL PROGRAMMING AGREEMENT**

AGREEMENT made this 20th day of November, 2014, by and between the Village of Gilberts, an Illinois municipal corporation (hereinafter referred to as "the Village"), and the Golden Corridor Family YMCA, an Illinois non-profit corporation (hereinafter referred to as "the YMCA").

RECITAL

WHEREAS, the YMCA, a 501(c)(3) not-for-profit community service organization, offers a wide range of recreational programs and services for the communities it serves; and,

WHEREAS, the Village benefits from the programming efforts of the YMCA through the Taylor Family Branch YMCA; and,

WHEREAS, the Village and the YMCA agreed on a program of recreational activities that was successfully provided by the YMCA in calendar years 2008, 2009, 2010, 2011, 2012, 2013 and, 2014; and,

WHEREAS, the Village and the YMCA have agreed on continuing a program of recreational activities to be provided by the YMCA in calendar year 2015; and,

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE. For calendar year 2015, the Village and the YMCA agree to provide Recreational programs offered to the citizens of Gilberts by the YMCA on behalf of the Village.

II. SCOPE OF SERVICES. The YMCA shall implement the following program of activities

A. Youth Baseball

1. The YMCA will organize and implement a youth baseball program for children ages 4 and up, based on the need for each level and provided there are enough participants to provide a quality program.
2. The spring youth baseball program will start on 13 April, 2015 and run through 6 June, 2015.

5. The baseball fields at Waitcus and Memorial Parks shall be reserved for the YMCA baseball games on every Saturday from 8:00 am to 2:00 pm, from 13 April, 2015 through 6 June, 2015.

The baseball fields at Memorial Park and/or Waitcus Park will be reserved for practice sessions for additional hours/days as mutually agreed upon by the YMCA and the Village. Baseball practice times will be scheduled after all organizations have set game times with the Village. To the best of its ability, the Village agrees to provide adequate practice times for YMCA programs.

B. Youth Summer & Fall Soccer

1. The YMCA shall organize and implement a youth soccer program for children ages 4 and up based on the need for each level and provided there are enough participants to provide a quality program.

2. The summer program will start on June 15, 2015 and will run through August 22, 2015. The fall program will start on Aug 31, 2015 and run through October 17, 2015. The three soccer fields at Town Center Park will be reserved for practice sessions for additional hours/days as mutually agreed upon by the YMCA and the Village.

C. Youth Flag Football

1. The YMCA shall organize and implement a youth flag football program for children ages 6 and up based on the need for each level and provided there are enough participants to provide a quality program.

2. The fall program will start on Aug 31, 2015 and run through October 17, 2015. A field at Town Center Park will be reserved for practice and game sessions for additional hours/days as mutually agreed upon by the YMCA and Village.

D. Day Camp

1. The YMCA shall provide a summer day camp for children ages five through twelve. The day camp program will provide daily outdoor education and activities at Memorial Park, Burnidge Forest Preserve, Tyler Creek Forest Preserve, and the Taylor Family Branch YMCA, and offsite field trips as scheduled by the YMCA. The YMCA will use Memorial Park as the designated pick-up and drop-off location for program participants.

2. The program will begin 26 May 2015 and will conclude on 12 August, 2015 and will be held Monday through Friday of each week.

3. The Day Camp program will be conducted in accordance with the American Camp Association requirements.

4. The YMCA will be responsible for coordinating with the Rutland-Dundee Fire Protection District for required emergency services.

III. MAINTENANCE AND FACILITIES

A. Village Responsibilities. The Village agrees to provide the following services to support the programs provided by the YMCA:

1. The Village shall provide brown dirt or turfus and a rake for the YMCA's use on the Memorial Park baseball diamond. If the baseball diamond is in need of more brown dirt or turfus throughout the season, the YMCA will contact the Village to request more to keep the baseball diamond in an appropriate playable condition.
2. Prior to the regular baseball season starting, the Village shall provide and maintain one porta-potty at Waitcus Park, two porta-potties at Town Center Park, and two porta-potties or similar temporary restroom accommodations at Memorial Park.
3. The Village shall provide the YMCA with information for the Village's designated non-emergency contact.
4. The Village shall be responsible for grass mowing and regular garbage collection at Memorial, Town Center and Waitcus Parks. The grass will be properly maintained prior to game times. The Village will provide garbage receptacles through its contracted waste hauler.
5. The Village shall be responsible for filling any pot holes and rolling the soccer field and baseball fields at Memorial/Town Center Parks to create a safe playing surface prior to the beginning of the soccer playing season.
6. The Village shall be responsible for promptly removing graffiti, broken glass, or other hazards resulting from vandalism and/or misuse of the Village property.
7. The Village shall provide the YMCA a copy of the appropriate water quality tests for the water fountain at Memorial Park to demonstrate compliance with all applicable state regulations.
8. The Village agrees to assist with the installation of new soccer goal posts, if requested by the YMCA. The Village shall work with the YMCA to ensure that all goals are properly anchored to avoid risk of injury.

B. The YMCA agrees to the following conditions of the use of Village facilities for YMCA programs and activities:

1. The YMCA shall be responsible for lining the fields for the baseball, and soccer programs that they run. The YMCA may coordinate with other programs to stripe and/or prepare Village parks for game or program use.
2. The YMCA shall be responsible for clearing the baselines and spreading dirt and/ or turfus provided by the Village for the baseball diamond at Memorial

Park during their baseball seasons. The YMCA shall also be responsible for raking the field prior to its use for games.

3. The YMCA shall be responsible for all equipment they deem necessary.
4. The YMCA shall be permitted to keep a metal storage chest at Memorial Park. The chest must be secured with a lock and is to be removed at the end of the program year, unless otherwise agreed to by the Village. The YMCA shall provide a copy of the key, combination, etc. for the lock to the Village's Public Works Department.
5. The YMCA agrees to restore at the end of a day all Village parks and facilities used for YMCA activities to the same condition as found at the beginning of the day, as reasonably determined by the Village Public Works Supervisor.
6. The YMCA shall include a disclaimer statement in its promotional materials advising the public that a program may be cancelled, restructured or combined with another YMCA program if there is an insufficient number of participants in a program. If a program is cancelled due to inadequate number of participants, the YMCA agrees to refund the participants' fees or offer participation in a similar program elsewhere in the Greater Elgin area, if available.
7. The YMCA shall be responsible for conducting background checks on all coaches and adult volunteers prior to their participation in or assistance with any youth program.

IV. REIMBURSEMENT. The Village shall not be responsible for reimbursing or compensating the YMCA for the provision of the programs identified in this agreement, nor shall the Village be entitled to any funds collected by the YMCA from the registration of program participants or other program-related revenues.

V. OTHER TERMS AND CONDITIONS

A. TERM OF AGREEMENT. This Agreement shall be in effect from

B. INSURANCE. The YMCA shall carry a general liability insurance policy for an amount no less than \$1,000,000.00 and an umbrella policy for an amount no less than \$5,000,000.00. The YMCA shall add the Village as an additional insured party on any policy for the use of Village property and/or facilities for YMCA activities and provide a copy of said policy or policies to the Village Clerk prior to the commencement of any activities on Village property by the YMCA

C. INDEMNIFICATION. The YMCA hereby shall indemnify and hold harmless the Village, its officers, representatives, employees, and facilities from and against any and all claims resulting from the use of Village property and/or facilities for YMCA programs and activities.

D. FAILURE TO PERFORM. This Agreement may be declared null and void by either the YMCA or the Village should either the Village or the YMCA fails to meet any of the terms and conditions noted herein, within thirty (30) days of written notification of same by one to the other provided however, in the event of an extraordinary event or emergency the 30 day written notice period shall be reduced to forty-eight hours written notification, and during which time the other has not complied with this Agreement's provisions and conditions.

E. EQUAL OPPORTUNITY. The YMCA shall not discriminate in its employment, operating or business practices on the basis of race, creed, color, sex, military service status, age, national origin, matriculation or disability.

F. DRUG FREE WORKPLACE. The YMCA shall operate under the terms and conditions of the YMCA's Drug and Alcohol policy, attached to this agreement as Exhibit "A" and as updated from time to time.

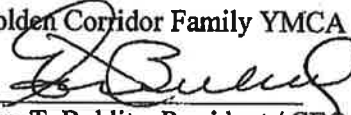
G. AMENDMENT. This Agreement may be amended during the term of this Agreement. By mutual written consent of the Village and the Prairie Valley Family YMCA.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date so shown at the beginning.

Village of Gilberts

Rick Zirk, Village President

Debra Meadows, Village Clerk

Golden Corridor Family YMCA


Gary T. Bublitz, President / CEO

RESOLUTION

VILLAGE OF GILBERTS

A Resolution approving an CY 2015 Recreational Programming Agreement with the Gilberts Pirates 10U Travel Baseball Team

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 an CY Recreational Programming Agreement with the Gilberts Pirates 10U Travel Baseball Team 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

Published: _____

**VILLAGE OF GILBERTS AND GILBERTS PIRATES 9U
TRAVEL BASEBALL TEAM
CY 2015 RECREATIONAL PROGRAMMING AGREEMENT**

AGREEMENT made this Feb day of 23rd, 2015, by and between the Village of Gilberts, an Illinois municipal corporation (hereinafter referred to as "the Village") and Gilberts Pirates ~~9U~~ Travel Baseball Team the (hereinafter referred to as "Gilberts Pirates Team"). 100

RECITAL

WHEREAS, Gilberts Pirates ~~9U~~ Travel Baseball Team provides a youth baseball program for the communities it serves: and, 100

WHEREAS, the Village and Gilberts Pirates Team agreed on a program of recreational activities;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE. For calendar year 2015, the Village and Gilberts Pirates Team agree to provide support of a youth baseball program offered by Pirates Baseball Team.

II. SCOPE OF SERVICES. Gilberts Pirates Team shall implement the following program of activities:

A. Youth Baseball

1. Gilberts Pirates Team will organize and implement youth baseball practices and games.
2. The Gilberts Memorial Park (Tyrrell Road) baseball field shall be reserved for Gilberts Pirates Team practice sessions and games as noted on their schedule **See Attached.**

Space at Memorial Park shall be reserved for practice sessions and games for additional hours/days as mutually agreed upon by the Village and

Gilberts Pirates Team to the best of its ability, the Village agrees to provide adequate practice and game times for Gilberts Pirates Team.

III. MAINTENANCE AND FACILITIES

Village Responsibilities. The Village agrees to provide the following services to support the programs provided by Gilberts Pirates Team:

1. Prior to the baseball season starting, the Village shall provide and maintain two porta-potties or similar temporary restroom accommodations at Memorial Park.
2. The Village shall provide Gilberts Pirates Team with information for the Village's designated non-emergency contact as follows: Chief Building Inspector, John Swedberg may be reached Monday-Friday from the hours of 8:30 am – 3:30 pm at [847-428-4167](tel:847-428-4167) after normal business hour you may contact Trustee Dan Corbett at [847-361-8991](tel:847-361-8991).
3. The Village shall be responsible for grass mowing and regular garbage collection at Memorial and Waitcus Parks. The grass will be properly maintained prior to practice times. The Village will provide garbage receptacles through its contracted waste hauler and arrange for regular garbage pick-up.
4. The Village shall be responsible for promptly removing graffiti, broken glass, or other hazards resulting from vandalism and/or misuse of the Village property.
5. The Village shall provide in-field sand for Gilberts Pirates Team use on the Memorial Park baseball diamond. If the baseball diamond is in need of more in-field sand throughout the season, Gilberts Pirates Team will contact the Village to request more to keep the baseball diamond in an appropriate playable condition.
6. The Village shall provide Gilberts Pirates Team a copy of the appropriate water quality test for the water fountain at Memorial Park to demonstrate compliance with all applicable state regulations.

Gilberts Pirates Team agrees to the following conditions for the use of Village facilities for Gilberts Pirates Team activities:

1. Gilberts Pirates Team shall be responsible for lining the fields for the baseball program they run. Gilberts Pirates Team may coordinate with other programs to prepare Village parks for practice or program use.



2. Gilberts Pirates Team shall be responsible for clearing the baselines and spreading in-field sand after every use. The sand will be provided by the Village for the baseball diamond at Memorial Park during their baseball season. Gilberts Pirates Team shall also be responsible for raking the in-field after every use, with a rake provided by Gilberts Pirates Team.
3. Gilberts Pirates Team agrees to restore at the end of the day all Village parks and facilities used for Gilberts Pirates Team activities to the same condition as found at the beginning of the day, which includes picking up debris (water bottles, paper, ect.) as reasonably determined by the Village Public Works Supervisor.
4. Gilberts Pirates Team shall be responsible for conducting background checks on all coaches and adult volunteers prior to their participation in or assistance with any youth program.

IV. REIMBURSEMENT. The Village shall not be responsible for reimbursing or compensating Gilberts Pirates Team for the provision of the programs identified in this Agreement, nor shall the Village be entitled to any funds collected by Gilberts Pirates Team from the registration of program participants or other program-related revenues.

V. OTHER TERMS AND CONDITIONS

A. TERM OF AGREEMENT. This Agreement shall be in effect from

April 1st, 2015 to the YMCA needs the fields 2015.

- **INSURANCE.** Gilberts Pirates Team shall carry a general liability insurance policy for an amount no less than \$1,000,000.00 and an umbrella policy for an amount no less than \$5,000,000.00. Gilberts Pirates Team shall add the Village as an additional insured party on any policy for the use of Village property and/or facilities for Gilberts Pirates Team activities and provide a copy of said policy or policies to the Village Clerk prior to the commencement of any activities on Village property by Gilberts Pirates Team.
- **INDEMNIFICATION.** Gilberts Pirates Team hereby shall indemnify and hold harmless the Village, its officers, representatives, employees, and facilities from and against any and all claims resulting from the use of Village property and/or facilities for Gilberts Pirates Team programs and activities.

D. FAILURE TO PERFORM. This Agreement may be declared null and void by either Gilberts Pirates Team or the Village should either the Village or Gilberts Pirates Team fail to meet any of the terms and conditions noted herein, within thirty (30) days of written notification of same by one to the other provided however, in the event of an extraordinary event or emergency the 30 day written notice period shall

be reduced to forty-eight hours written notification, and during which time the other has not complied with this Agreement's provisions and conditions.

- **EQUAL OPPORTUNITY.** Gilberts Pirates Team shall not discriminate in its employment, operating or business practices on the basis of race, creed, color, sex, military service status, age, national origin, matriculation or disability.

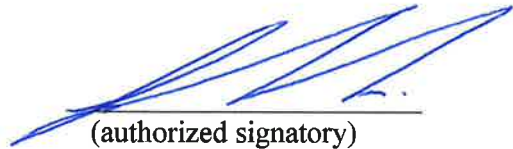
F. AMENDMENT. This Agreement may be amended during the term of this Agreement by mutual written consent of the Village and Gilberts Pirates Team.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date so shown at the beginning.

Village of Gilberts

Gilberts Pirates Team
Baseball Team

Rick Zirk, Village President


(authorized signatory)



Away



Gilberts Pirates 10U

April 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3 Practice 4:30-6:30 Good Friday	4
5 Easter	6 Pro Player Canes Exhibition Game 5:30	7 Practice Memorial Park 5:30-7:30	8 Practice Memorial Park 5:30-7:30	9	10 @ Barrington Broncos 6:00	11
12 Practice Memorial Park 2:00-4:00	13 Crystal Lake Slam 5:30	14	15	16	17 Practice Memorial Park 4:30-6:30	18
19 Practice Memorial Park 2:00-4:00	20	21 Huntley Blue National 5:30	22	23 Practice Town Center Park 5:30-7:30	24 Huntley Spring Bash	25 Huntley Spring Bash
26 Huntley Spring Bash	27	28 Crystal Lake Bulldogs 5:30	29	30		



Away



Gilberts Pirates 10U

May 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 Practice Memorial Park 4:30-6:30	2
3	4 Practice Town Center Park 5:30-7:30	5 Huntley Blue American 5:30	6	7 @ Lake Zurich Cougars 5:45	8 Practice Memorial Park 4:30-6:30	9
10 MOTHERS DAY	11	12 @ Carey Trojans 5:45	13	14 Practice Town Center Park 5:30-7:30	15 Early Bird Classic St. Charles	16 Early Bird Classic St. Charles
17 Early Bird Classic St. Charles	18 Crystal Lake Slam 5:45	19 Algonquin Storm 5:30	20	21 Practice Town Center Park 5:30-7:30	22 Germantown	23 Germantown
24 Germantown	25 MEMORIAL DAY	26 Woodstock Avalanche 5:30	27	28 Huntley Red Raiders 5:30	29 Practice Memorial Park 4:30-6:30	30
31 Huntley Red Raiders 4:30						



Away



Gilberts Pirates 10U

June 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 @ Crystal Lake Bulldogs 5:45	2	3 @Woodstock Avalanche 5:45	4	5 Mchenry Cobras 6:00	6
7	8	9 Practice Memorial park 5:30-7:30	10 @ Algonquin Storm 5:30	11	12 Practice Memorial Park 4:30-6:30	13 Coach Matsie Memorial Rockford
14 Coach Matsie Memorial Rockford	15	16 Huntley Blue American 5:30	17	18	19 Practice Memorial Park 4:30-6:30	20
21 Practice Memorial Park 2:00-4:00	22 Pro Player Canes 5:30	23 Lake In The Hills Thunder 5:30	24	25 Practice Memorial Park 5:30-7:30	26 Elgin Super Regionals	27 Elgin Super Regionals
28 Elgin Super Regionals	29 MCBL Tournament	30 MCBL Tournament				

Home

Away



Gilberts Pirates 10U July 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 MCBL Tournament	2 MCBL Tournament	3 4 th of July Weekend	4 4 th of July Weekend
5 4 th of July Weekend	6	7 Practice Memorial park 5:30-7:30	8	9 Practice Memorial Park 5:30-7:30	10 Black & Gold World Series Hoffman Estates	11 Black & Gold World Series Hoffman Estates
12 Black & Gold World Series Hoffman Estates	13 NIBC Tournament	14 NIBC Tournament	15 NIBC Tournament	16 NIBC Tournament	17 NIBC Tournament	18 NIBC Tournament
19 NIBC Tournament	21	22	23	24	25	26
	28	29	30	31		

Gilberts Pirates

CERTIFICATE OF INSURANCE

Issue Date: 1/15/2015

Producer:

EPIC Brokers
License No. OB29370
P.O.Box 13847
Sacramento CA 95853
888-880-3602

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Insured:

United States Specialty Sports Association
611 Line Drive
Kissimmee, FL 34744
800-741-3014

INSURERS AFFORDING COVERAGE

INSURER A: National Casualty Company
INSURER B: National Casualty Company
INSURER C:
Insured D:
Insured E:

Coverages:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

INSR LTR	Type of Insurance	ADDL INSD	SUBR WVD	Policy Number	Policy Effective Date	Policy Expiration Date	Limits
A	General Liability Commercial General Liability Occurrence Basis	Y	N	KRO0000004917100	1/1/2015	1/1/2016	Each Occurrence \$2,000,000 Damage to Rented Premises (ea occ) \$300,000 Med Exp (any one person) \$ Excluded General Aggregate \$ None Personal and Adv Injury \$2,000,000 Products - Comp/OP Agg \$2,000,000 Participant Legal Liability \$2,000,000
B	Excess Liability	Y	N	XKO0000004925200	1/1/2015	1/1/2016	Each Occurrence \$1,000,000 Aggregate \$1,000,000

Description of operations / vehicles / exclusions added by endorsements / special provisions:

Coverage includes amateur play and practice in the insured sport for : **Gilberts Pirates [2015-91536028576]**

Certificate holder shall be an additional insured but only with respect to liability caused by the negligent acts or omissions of the named insured and only with respect to losses resulting from the team / league listed and occurring between the coverage effective date listed below and the policy expiration date.

Certificate Holder:

Coverage Effective Date: 1/15/2015 4:01:00 PM

Village of Gilberts

87 Galligan Road
Gilberts IL 60136

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Certificate # USSSA-244575-156128

Authorized Representatives:

Scott Furbush

**AN ORDINANCE AMENDING THE VILLAGE OF GILBERTS' CODE TITLE 2
"FINANCE AND TAXATION" CHAPTER 4 "FEE SCHEDULE" SECTION 2
"BUILDING AND MISCELLANEOUS CONSTRUCTION"**

WHEREAS, from time to time the Village Board of Trustees of the Village of Gilberts reviews its Ordinances to determine if they are up to date to meet the changing conditions in the Village; and

WHEREAS, the Village Board of Trustees of the Village have determined that it is in the best interest of the welfare and safety of its citizens to amend the Village Code Title 2, Chapter 4, Section 2 "Building and Miscellaneous Construction", as set forth in this Ordinance; and

WHEREAS, the President and Board of Trustees have determined that this Ordinance would serve and be in the best interest of the Village of Gilberts; and

THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, ILLINOIS, as follows:

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Ordinance as though set forth in this Section 1.

Section 2. Amendment. Title 2 entitled "Finance and Taxation" Chapter 4 entitled "Fee Schedule" Section 2 "Building and Miscellaneous Construction", is hereby amended to hereafter to read as follows (additions are identified as underlined and deletions are identified by strikethroughs):

Section 3. 2-4-2-3 Slab on Grade Fees: Slab on grade permits are required for the installation of the following: new or replacement sidewalks, new or replacement driveways, driveway expansions, new or replacement patios and any other new, hard surfaced areas. Where no review or inspection by the village engineer is required, the permit fee is ~~one hundred nineteen dollars (\$119.00)~~ One Hundred Six Dollars (\$106.00) which includes village plan review of any approved surface (includes Concrete, Asphalt or Brick Paver) and two (2) inspections. Bonds are required as otherwise provided in this code.

Section 4. 2-4-2 E. Swimming Pools

<u>Basic fee</u>	\$46.00
Fence, electrical and plumbing inspection fees as required in this chapter	
each	\$27.00
<u>In-ground Swimming Pools or Pools w/walls <4' in height w/Safety Barrier:</u>	
<u>Basic fee</u>	<u>\$193.00</u>

Includes: Pool, Equipment, Grounding, Barrier, Concrete Deck and Five Inspections

Does not include: Check Valve Inspection when required

Above-ground Swimming Pools w/walls or walls with top barrier > 4' in height:

Basic fee \$135.00

Includes: Pool, Equipment, Grounding and Three Inspections

Does not include: Check Valve Inspection when required

Section 5. **2-4-2 F. Reroofing**

Residential:

Basic Fee \$46.00

Inspections as required by the building department,
each \$27.00

Basic Fee \$106.00

Includes Permit and two Inspections

Commercial and Industrial:

Basic Fee \$46.00

Plus rate per 100 square feet roof area \$4.00

Inspections as required by the building department,
each \$27.00

Section 6. **2-4-4-G. Residing**

Basic fee \$18.00

Inspection as required by the building department,
each \$27.00

Basic fee \$106.00

Includes Permit and two Inspections

Section 7. **2-4-2 I. Fences:**

Residential:

Basic Fee \$46.00

Inspection as required by the building department,
each (minimum 1 required) \$27.00

Basic fee \$106.00

Any Approved Type

Includes permit and two inspections

Commercial and industrial:

Basic fee-rate per 100 linear feet or
portion thereof \$21.00

Minimum fee \$51.00

Inspections as required by the building department,

Each (minimum 1 required) \$27.00

Note: A plat of survey is required before a building permit can be issued. See swimming pool fencing if applicable.

Section 8. **2-4-2-K Decks**

~~Basic fee~~ \$46.00

~~Inspection as required by the building
Department, \$27.00 each
(minimum 2 required)~~ \$54.00

Basic fee \$106.00

Wood or Composite or Combination:

Includes Permit and Two Inspections

Section 9. **2-4-2 L Warm Air and Wet Heating Fees**

1. Residential and commercial:

~~Basic fee~~ \$51.00

~~Plus:~~

~~Gas opening (each)~~ \$9.00

~~Replacement or conversion~~ \$10.00

~~New installation:~~

~~Input fees (per heating unit):~~

~~0 through 75,000 BTUs~~ \$10.00

~~75,001 through 150,000 BTUs~~ \$12.00

~~150,001 through 250,000 BTUs~~ \$18.00

~~250,001 through 350,000 BTUs~~ \$24.00

~~350,001 through 500,000 BTUs~~ \$30.00

~~Over 500,000 over 100,000 BTUs~~ \$12.00

~~Or fraction~~

~~Plan review as reasonably outlined and charged by the building consultant~~

Basic fee \$77.00

Includes Permit and One Inspection

2. When an outside consultant is used for plan review and inspections, there will be a ten percent (10%) administrative fee added to all permits.

Section 10. **2-4-2-2 C Water Heater Replacement**

~~Basic Fee~~ \$51.00

~~Inspection, each~~ \$27.00

Basic fee \$77.00

Includes Permit and One Inspection

Section 11. 2-4-7 Accessory Buildings, Outbuildings and Storage Sheds:

The following fees shall accompany a building permit application for storage shed, accessory building or outbuilding:

Basic fee \$46.00 plus \$27.00 each inspection
Basic fee \$77.00
Includes Permit and One Inspection

Section 12. 2-4-9 Remodeling and Additions Inspections

Remodeling and Additions Other than Basements

Basic fee \$46.00

For improvements with a valuation of \$0.00 to \$1,000.00 add \$0.00

Plus rate per each additional \$1,000.00 of valuation or portion thereof \$18.00

Inspections as may be required by the building department, each \$27.00

Basement Remodeling Only

Basic fee \$0.20 per square foot

Includes Permit and Village Inspections

Does not include outside Agency Plumbing Inspection \$50.00 per

Section 13. Severability. In the event a court of competent jurisdiction finds this Ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this Ordinance and the application thereof to the greatest extent permitted by law.

Section 14. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Gilberts prior to the effective date of this Ordinance.


Section 15. Effective Date. This Ordinance shall be in full force and effect from and after its approval in the manner provided by law.

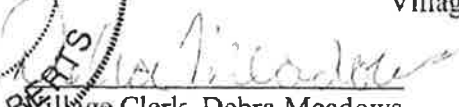
PASSED BY ROLL CALL VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this 1 day of Nov, 2011.

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



day of Nov., 2011


Village President Rick Zirk

ATTEST: 
Village Clerk, Debra Meadows

Published: November 2, 2011

2-4-2: BUILDING AND MISCELLANEOUS CONSTRUCTION:

A. Single-Family And Duplex Dwellings:

1. Permit And Inspection Fees:

Building permit application deposit	\$304 .00
Basic fee	\$51.00 plus \$17.00 per 100 square feet of gross floor area or portion thereof
Reinspection fees not included in permit	\$ 61 .00 each
Plan review	304 .00

(2006 Code § 14.1.1; amd. 2010 Code)

2. Performance Bond:

a. Amount: A refundable surety bond is to be posted in the form of cash in the amount of five percent (5%) of the estimated cost of labor and materials of the project, to ensure that the permit holder will comply with all obligations under this code and any applicable village ordinances or adopted regulations. The required bond amount shall not exceed one thousand dollars (\$1,000.00).

b. Applicability: For any project in which the cost of labor or materials does not exceed three thousand dollars (\$3,000.00), the performance bond may be waived in accordance with subsection 9-3-1B of this code. (2006 Code § 14.1.1)

3. Slab On Grade Fees: Slab on grade permits are required for the installation of the following: new or replacement sidewalks, new or replacement driveways, driveway expansions, new or replacement patios and any other new, hard surfaced areas. Where no review or inspection by the village engineer is required, the permit fee is one hundred six dollars (\$106.00) which includes village plan review of any approved surface (includes concrete, asphalt or brick paver) and two (2) inspections. Bonds are required as otherwise provided in this code. (Ord. 30-2011, 11-1-2011)

4. Additional Engineering Fees: Additional engineering fees for plan review and inspection by the village engineer are required for all new driveways which require the street to be cut, new culverts installed or culverts to be replaced and for any other slab on grade when it is determined by the village building official that the new slabs on grade may interfere with the lot drainage or drainage from other lots. (2006 Code § 14.1.1)

5. Outside Consultants:

- a. When an outside consultant is used, there will be a one hundred twenty two dollar (\$122.00) per house clerical administrative fee added. (2006 Code § 14.1.1; amd. 2010 Code)
- b. When an outside consultant is used for plan review or inspections, there will be a ten percent (10%) administrative fee added to all permits. (2006 Code § 14.1.1)

B. Commercial, Industrial And Multiple Dwelling Buildings:

1. Permit And Inspection Fees:

Nonrefundable building permit application deposit	\$2,431 .00
Nonrefundable retail store build out application deposit	500 .00
Basic fee	51 .00
<input type="checkbox"/> Plus rate per 100 square feet of gross floor area or portion thereof	21 .00
Inspections (each) per square foot when an outside inspection agency is used	0 .37
Reinspection fees not included in permit, each	61 .00
Plan review	304 .00

(2006 Code § 14.1.2; amd. 2010 Code)

2. Performance Bond: Same requirements as described in subsection A2 of this section.

3. Plan Review Fees:

a. Established: Plan reviews are outlined in the building consultants' fee schedule, subsection A5 of this section.

b. Notes:

(1) A site plan review is required before a building permit can be issued.

(2) When an outside consultant is used for plan review or inspections, there will be a ten percent (10%) administrative fee added to all permits. (2006 Code § 14.1.2)

C. Garages:

Basic fee	\$46 .00
<input type="checkbox"/> Plus rate per 100 square feet of gross floor area or portion thereof	13 .00
Inspections (minimum of 2 required), \$27.00 each	54 .00
Reinspection fees not included in permit, each	61 .00
Additional inspection required if closed wall construction	27 .00

Note: A plat of survey is required before a building permit can be issued.

(2006 Code § 14.1.3; amd. 2010 Code)

D. Demolition:

Under 100 square feet of gross floor area (GFA)	\$ 64 .00
100 square feet but under 500 square feet GFA	67 .00
500 square feet but under 1,000 square feet GFA	78 .00
Over 1,000 square feet GFA	100 .00

(2006 Code § 14.1.4; amd. 2010 Code)

E. Swimming Pools:

Inground swimming pools or pools with walls <4 feet in height with safety barrier:	
<input type="checkbox"/> Basic fee	193 .00
<input type="checkbox"/> Includes: pool, equipment, grounding, barrier, concrete deck and 5 inspections	
<input type="checkbox"/> Does not include: check valve inspection when required	
Aboveground swimming pools with walls or walls with top barrier >4 feet in height:	
<input type="checkbox"/> Basic fee	135 .00
<input type="checkbox"/> Includes: pool, equipment, grounding and 3 inspections	

<input type="checkbox"/>	Does not include: check valve inspection when required	
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F. Reroofing:

<input type="checkbox"/>	Basic fee	106 .00
<input type="checkbox"/>	Includes permit and 2 inspections	
<input type="checkbox"/>	Commercial and industrial:	
<input type="checkbox"/>	Basic fee	46 .00
<input type="checkbox"/>	Plus rate per 100 square feet roof area	4 .00
<input type="checkbox"/>	Inspections as required by the building department, each	27 .00

G. Re-Siding:

<input type="checkbox"/>	Basic fee	106 .00
<input type="checkbox"/>	Includes permit and 2 inspections	

(Ord. 30-2011, 11-1-2011)

H. Cutting Of Curb And/Or Setting Of Culvert:

<input type="checkbox"/>	Basic fee	486 .00
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(2006 Code § 14.1.8; amd. 2010 Code)

I. Fences:

<input type="checkbox"/>	Basic fee	106 .00
<input type="checkbox"/>	Any approved type	
<input type="checkbox"/>		

<input type="checkbox"/>	Includes permit and 2 inspections	
	Commercial and industrial:	
<input type="checkbox"/>	Basic fee - rate per 100 linear feet or portion thereof	21 .00
<input type="checkbox"/>	Minimum fee	51 .00
<input type="checkbox"/>	Inspections as required by the building department, each (minimum 1 required)	27 .00

Note: A plat of survey is required before a building permit can be issued. See swimming pool fencing if applicable.

(Ord. 30-2011, 11-1-2011)

J. Signs And Billboards:

Basic fee	\$ 46 .00
<input type="checkbox"/> Plus per square foot of sign area (minimum \$15.00)	2 .00
Plus electrical fees if applicable; inspections, each	27 .00
Petition of appeal to sign variation committee	61 .00
Petition of variance to sign variation committee	122 .00

(2006 Code § 14.1.10; amd. 2010 Code)

K. Decks:

Basic fee	106 .00
<input type="checkbox"/> Wood or composite or combination	
<input type="checkbox"/> Includes permit and 2 inspections	

L. Warm Air And Wet Heating Fees:



Basic fee	77 .00
Includes permit and 1 inspection	

1. When an outside consultant is used for plan review and inspections, there will be a ten percent (10%) administrative fee added to all permits. (Ord. 30-2011, 11-1-2011)

M. Temporary Occupancy Permit Fee: Five hundred dollars (\$500.00). (2006 Code § 5.2.40)

N. Cash Performance Bond:

Labor and materials >\$3,000.00 _ 5.0% of estimated cost	Not to exceed \$1,000.00
Labor and materials <\$3,000.00 _ 5.0% of estimated cost	May be waived by the village

(2006 Code § 14.1.16)

O. Driveway Culverts:

1. A fee of four hundred eighty six dollars (\$486.00). (2006 Code § 14.1.17; amd. 2010 Code)
2. When an outside consultant is used for plan review or inspections, there will be a ten percent (10%) administrative fee added to all permits. (2006 Code § 14.1.17)

P. Administration: In addition to all other fees and charges, there shall be added thereto the following:

1. Time extension of all permits: Twenty four dollars (\$24.00).
2. Reinspection fees not included in permit fee: Sixty one dollars (\$61.00) each.
3. Reinspection cash bond for building permits with construction costs estimated at three thousand dollars (\$3,000.00) or less: One hundred sixty four dollars (\$164.00). (2006 Code § 14.1.12; amd. 2010 Code)
4. All plan review fees are as reasonably outlined and charged by the building consultant.

5. Penalties at one hundred percent (100%) of the permit fee shall be added if work is started without a permit.
6. The fee shall be abated for anyone over sixty five (65) years of age doing repairs, remodeling and additions, except inspection fees.
7. The processing period after submitting drawings and application for new construction:
 - a. Single-family resident: Not to exceed two (2) weeks.
 - b. Industrial/commercial: Not to exceed four (4) weeks.
8. No fee shall be refunded where the permit has lapsed. Where a permit is revoked at the request of the applicant prior to lapsing due to time limits and no work has been done under the permit, all but the basic fees may be refundable.
9. Where unusual plan review is required and deemed necessary by the building department, such plan review will be performed and billed at the stated hourly rate. (2006 Code § 14.1.12)
10. No church, charitable, eleemosynary or other not for profit organization shall be required to pay the scheduled construction, moving, reconstruction or demolition permit fees provided in this chapter, but will pay twenty seven dollars (\$27.00) for each required inspection. (2006 Code § 14.1.12; amd. 2010 Code)
11. Site plan review is required for commercial and industrial districts before any permits can be issued.
12. When an outside consultant is used for plan review or inspections, there will be a ten percent (10%) administrative fee added to all permits. (2006 Code § 14.1.12)

2-4-2-1: ELECTRICAL FEES:

- A. Generally: No permit or fee shall be required for work less than one hundred fifty dollars (\$150.00), total, parts and mechanic cost; expressly provided, however, that this provision shall not be applicable to the electrical installation of signs or temporary electrical service.

Basic fee	\$51 .00
Plus:	
1 circuit	9 .00
2 through 10 circuits (each)	6 .00

11 through 20 circuits (each)	4 .00
Over 20 circuits (each)	3 .00

B. Revision (Residential):

Basic fee	\$51 .00
Plus:	
1 meter	28 .00
2 meters	34 .00
Each additional meter over 2	26 .00
Inspections, each	27 .00

C. Fixture And Outlets:

Basic fee (1 through 100)	\$24 .00
Each additional 50 fixtures and outlets or fraction thereof	12 .00
Inspections, each	27 .00

D. Electric Heat:

Basic fee	\$51 .00
Plus:	
1 through 4 units	36 .00
Over 4 units (each additional unit)	12 .00
Inspections, each	27 .00

E. Electric Other Than Residential:

Basic fee required on all permits (new or revision)		\$ 51 .00
Plus:		
<input type="checkbox"/>	400 amps or less	85 .00
<input type="checkbox"/>	401 through 600 amps	96 .00
<input type="checkbox"/>	601 through 800 amps	108 .00
<input type="checkbox"/>	801 through 1,000 amps	122 .00
<input type="checkbox"/>	Over 1,000 amps	191 .00
Plus: Wiring and circuiting (as in subsection F of this section)		24 .00
Plan review as reasonably outlined and charged by the building consultant		

F. Wiring And Circuiting Other Than Services Or Motors:

Basic fee		\$51 .00
Plus:		
<input type="checkbox"/>	1,000 square feet or less	73 .00
<input type="checkbox"/>	Each additional 1,000 square feet or fraction thereof	36 .00
Inspections, each		27 .00

G. Motors And Generators:

Basic fee		\$51 .00
Plus:		
<input type="checkbox"/>	10 hp or less	24 .00
<input type="checkbox"/>	Each additional hp over 10	2 .00
Inspections, each		27 .00

H. Electric Signs:

Basic fee	\$51 .00
Plus:	
<input type="checkbox"/> Small, using 2 circuits or less	24 .00
<input type="checkbox"/> Large, using 3 circuits or more	43 .00
Inspections, each	27 .00

I. Temporary Electric Service:

Basic fee	\$51 .00
Plus inspection	27 .00

J. Elevator (Electrical Hookup):

Basic fee	\$51 .00
Plus total hp fee as provided in subsection G of this section	
Inspections, each	27 .00

K. Miscellaneous Lighting (Parking Lots, Security, Passageways, Etc.):

Basic fee	\$51 .00
Plus:	
<input type="checkbox"/> 1,500 watts or less per unit or cluster	12 .00
<input type="checkbox"/> Over 1,500 watts per unit or cluster	15 .00
Inspections, each	27 .00

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- L. Temporary Installations: Inspections of temporary installations, underground or overhead wires and apparatus, change over, and all other inspections not specifically provided for herein shall be charged at the following rates:

Basic fee	\$18 .00
Plus per hour or fraction thereof inspections, each	27 .00

- M. Administration:

All permit extensions of time	\$24 .00
Reinspection fees not included in permit fee	55 .00

(2006 Code § 14.1.13; amd. 2010 Code)

Penalties of one hundred percent (100%) of the permit fee shall be added if work is started without a permit.

Plan review as reasonably outlined and charged by the building consultant.

- N. Outside Consultants: When an outside consultant is used for plan review or inspections, there will be a ten percent (10%) administrative fee added to all permits.

- O. Refunds: No fee shall be refunded where the permit has lapsed as specified elsewhere. Where permit is revoked at the request of the applicant prior to lapsing due to time limits, and no work has been done under the permit, all but the basic fee may be refundable.
(2006 Code § 14.1.13)

2-4-2-2: PLUMBING FEES:

The following fees shall be paid in addition to the fees set forth in this section 2-4-2:

A. New Construction:

Basic fee	\$51 .00
Plus:	
<input type="checkbox"/> Per fixture opening	9 .00
<input type="checkbox"/> Per gas opening	9 .00
<input type="checkbox"/> Per water heater	10 .00
<input type="checkbox"/> Under slab inspection (prior to pouring)	10 .00
<input type="checkbox"/> Rough inspection	27 .00
<input type="checkbox"/> Final inspection	27 .00
<input type="checkbox"/> Plan review, per hour	18 .00

B. Fixture Replacement:

Basic fee	51 .00
Plus per fixture	9 .00
Inspections, each	27 .00

(2006 Code § 14.1.14; amd. 2010 Code)

C. Water Heater Replacement:

Basic fee	77 .00
<input type="checkbox"/> Includes permit and 1 inspection	

(Ord. 30-2011, 11-1-2011)

D. Piping Alterations:

Basic fee	51 .00
Plus:	
<input type="checkbox"/> Per fixture opening	9 .00
<input type="checkbox"/> Per gas opening	9 .00
<input type="checkbox"/> Per water heater	10 .00
<input type="checkbox"/> Under slab inspection (prior to pouring)	10 .00
Plan review as reasonably outlined and charged by the building consultant	

E. Private Sewer System (A Sanitary Sewer Not Owned By The Village):

Basic fee	\$51 .00
Plus inspection per dwelling unit	30 .00
Excavation, pipe, bedding and backfill per 100 linear feet	15 .00
Connection of service pipes to main sewer, per connection	30 .00

F. Private Water Supply System:

Basic fee	\$51 .00
Plus inspection per 100 depth linear feet or portion thereof	15 .00

G. Private Stormwater System:

Basic fee, per dwelling unit	\$51 .00
Plus inspection per 100 linear feet or portion thereof	15 .00

H. Lawn Sprinkler System:

Basic fee	\$51 .00
Plus inspections, each	27 .00

I. Fire Control Sprinkler System:

Basic fee	\$51 .00
Plus:	
<input type="checkbox"/> 0 through 100 heads (each)	1 .00
<input type="checkbox"/> 101 through 300 heads (each)	1 .00
<input type="checkbox"/> Over 300 heads, per 100 or fraction thereof	1 .00
Standpipes, per floor	40 .00
Inspections, each	27 .00
Plan review as reasonably outlined and charged by the building consultant	

J. Administration:

All permit extensions	\$24 .00
Reinspection fees not included in permit fee	55 .00

(2006 Code § 14.1.14; amd. 2010 Code)

Plan review as reasonably outlined and charged by the building consultant.

Penalties of one hundred percent (100%) of the permit fee shall be added if work is started without a permit.

K. Outside Consultants: When an outside consultant is used for plan review or inspections, there will be a ten percent (10%) administrative fee added to all permits.

- L. Refunds: No fee shall be refunded where the permit has lapsed as specified elsewhere. Where the permit is revoked at the request of the applicant prior to lapsing due to time limits, and no work has been done under the permit, all but the basic fee may be refundable. (2006 Code § 14.1.14)

2-4-9: REMODELING AND ADDITIONS INSPECTIONS:

Remodeling and additions other than basements:			
	Basic fee		\$46 .00
	For improvements with a valuation of \$0.00 to \$1,000.00, add		0 .00
	Plus rate per each additional \$1,000.00 of valuation or portion thereof		18 .00
	Inspections as may be required by the building department, each		27 .00
Basement remodeling only:			
	Basic fee		\$0.20 per square foot
	Includes permit and village inspections		
	Does not include outside agency plumbing inspection, each		\$50 .00

(Ord. 30-2011, 11-1-2011)