

# *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 29-15**

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

**FROM:** Ray Keller, Village Administrator

**DATE:** April 9, 2015

**RE:** Village Board Committee of the Whole Meeting – April 14, 2015

---

The following summary discusses the agenda items for the Committee of the Whole meeting scheduled for April 14, 2015:

### **1. CALL TO ORDER**

### **2. ROLL CALL / ESTABLISH QUORUM**

### **3. ITEMS FOR DISCUSSION**

#### **A. Minutes from the April 7, 2015 Village Board Meeting**

Please review the enclosed minutes from the Village Board meeting on April 7. Staff recommend approval. Unless directed otherwise, this item will be added to the Consent Agenda for the April 21 meeting.

#### **B. Resolution 16-2015, a Resolution authorizing the approval of the CY-2015 Recreational Programming Agreement with the Tri-Cities Travel Baseball Team**

Approval of this resolution would allow the Tri-Cities Travel Baseball Team to use the new baseball diamond at Town Center Park for their practices on Monday, Wednesday and Friday afternoons from April 1, 2015 through October 15, 2015. This is a new group that has not previously entered into a programming agreement with the Village. Consistent with the Village's other field use agreements, the Village will provide basic field maintenance and provide infield sand and portable toilets. Tri-Cities would be responsible for lining the diamond, maintaining the infield during their season and providing general liability insurance that names the Village as an additional insured party.

A representative from Tri-Cities will be at the meeting to describe their program and answer questions. If so directed, Staff will add the resolution to the consent agenda for the April 21 board meeting. Please contact Village Clerk Debra Meadows with any questions.

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 17-2015, a Resolution authorizing the approval of the CY-2015 Recreational Programming Agreement with the Gilberts Grizzlies**

Approval of the resolution continues the Village's arrangement for football field use by the Gilberts Grizzlies for calendar year 2015. The Grizzlies may reserve the football/soccer field at Town Center Park for weekday practices. Staff recommend approval. Unless otherwise directed, this item will be added to the consent agenda for the April 21 meeting. Please contact Village Clerk Debra Meadows with any questions.

**D. Resolution 18-2015, a Resolution approving a Certificate Regarding O&M as required under the provision of the State of Illinois Revolving Loan Fund Regulations**

Approval of this resolution certifies to the State of Illinois that the Village will operate and maintain the barium/radium removal improvements at the water treatment plant in accordance with the IEPA's standards. This certification is required because the improvements are being financed through the IEPA's revolving loan fund. Staff recommend approval. Unless otherwise directed, this item will be added to the consent agenda for the April 21 meeting. Please contact me or Utilities Superintendent John Castillo with any questions.

**E. Resolution 19-2015, a Resolution exercising an option to renew for one-year, an Intergovernmental Agreement with the County of Kane for Animal Control Services**

Approval of this resolution triggers a one-year extension of the current agreement with Kane County for animal control services, which expires on July 1. The extension keeps in place the current fee structure, which is outlined in the attached Exhibit A. The Police Department is not a frequent user of the County's services, but the extension maintains the agreement should their services be needed in the future. Staff recommend approval. Unless otherwise directed, this item will be added to the consent agenda for the April 21 meeting. Please contact me or Police Chief Lou Rossi with any questions.

**F. Vacation of a portion of the Union Street Right of Way**

The Village has received a request from the owner of 130 Galligan Road to vacate some or all of the adjacent unused Union Street right of way. The adjacent property owner has requested that the unused right of way be vacated so that it can be used as an extension of his property.

The 65-foot wide right of way was platted for a public street to be located between 130 Galligan Road and 25 Willey Street, but the pavement ends near the north property line of St. Mary's Church and does not go through to Willey Street. Staff are not aware of any utilities present in the right of way, though there is a sidewalk along the east property line of 25 Willey that connects Willey Street to the St. Mary's Church property. If the right of way to be vacated, Staff request the Board's direction on whether to preserve the sidewalk with an easement or abandon the sidewalk to the adjacent property's ownership.

Staff request the Board's direction on whether to start the process to vacate the right of way. This process includes preparing a plat of vacation and confirming with utility companies that they do not have any objections. If the Board is not interested in vacating the right of way, an alternative may be to license the use of some or all of the right of way to the adjacent property owner. The Village has used this approach to allow the use

of public property by adjacent homeowners, while maintaining ownership should a future need for it arise.

Kane County records indicate that the other adjacent property at 25 Willey Street is owned by a loan servicing company in Florida. The ownership record does not include a contact person or telephone number. If the board is receptive to vacating the right of way, Staff will send a letter inquiring about the loan service company's interest in the property. If they are not interested, Staff can either proceed with vacating some or all the right of way to the benefit of the owner of 130 Galligan.

Please let me know if you have any questions or need additional information at the meeting.

**G. Gas Station Concept Plan – Prairie Business Park**

The Village has received a concept plan by the Glogovsky Oil Company for a gas station with a convenience store and car wash to be located along the Higgins Road (IL Route 72) frontage of the Prairie Business Park. The proposed gas station site would extend across sliver lots 1 through 21, located north of Trillium Drive and between Prairie Parkway and Tyrrell Road.

The planned unit development (PUD) ordinance for Prairie Business Park allows a "gas station with an attached car wash" by right on the commercial sliver lots north of Trillium Drive. Because the subject property is within a PUD, the final development plan would require a ministerial review by the Plan Commission and approval by the Village Board. There would be no public hearing and the approvals would focus only on whether the conditions of the PUD are satisfied.

The combination of the sliver lots would establish a single 3+ acre gas station site, which would qualify as a "truck stop" under the state's video gaming license regulations. The truck stop designation would allow the owner to apply for a video gaming license without needing a liquor license that accommodates "on premises consumption," as is otherwise required to get a video gaming license. The combination of the lots would also allow the car wash to be "attached" to the gas station site. The developer would then not need to apply for a separate special use permit for the "stand alone" car wash, as required by the PUD ordinance.

However, to accommodate the development of a single gas station site, the Village Board would need to vacate the Larkspur Drive right of way, located between sliver lots 11 and 14. This right of way was dedicated to the Village by the final plat for the Prairie Business Park subdivision. If the right of way is vacated, the applicant can proceed with final plan approval of the entire site, as the car wash would still be attached to the gas station site. The developer would also be able to pursue a video gaming license as a truck stop, as he would be developing single 3+ acre site.

If the right of way is not vacated, the applicant can proceed with the final plan approval for the gas station on lots 1 through 11 (east of Larkspur Drive), but would then have to apply for a special use permit to allow a "stand alone car wash" on Lots 14 through 21 (between Larkspur and Prairie Parkway). Because the developer would control two 1.5

acre sites instead of a single 3+ acre site, he would not be able to get a video gaming licenses as a “truck stop.”

The applicant is also asking the Village Board to create a new liquor license to allow package liquor sales at the convenience store. Presently, the Village does not have an available license and the Board would need to amend the Village Code to create one.

If the Board does not favor vacating the Larkspur right of way, the applicant may also ask that the newly-created license allow on premises consumption in some form. A license that allows on-premises consumption would allow him to apply for a video gaming license, as his 1.5-acre gas station site would not be eligible for a truck stop gaming license.

At the meeting, a representative from the developer’s project team will be available to further describe their plan and their intentions. Staff will request the Board’s direction on the right of way vacation request and the liquor license question, the answers to which will determine which steps will need to be taken to advance the development request toward approval.

A reduced version of the concept sketch is provided for the Board’s consideration. Due to the drawings’ size, larger versions will be exhibited at the meeting. Please contact me with any questions or request for additional information that may be needed at the meeting.

**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**

Please contact me about any current executive session topics.

**8. ADJOURNMENT**

**VILLAGE OF GILBERTS  
Committee of the Whole  
MEETING AGENDA**

**87 GALLIGAN ROAD,  
GILBERTS, ILLINOIS 60136**

**April 14, 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 April 7, 2015 Village Board Meeting
- B. Resolution 16-2015, a Resolution authorizing the approval of the CY-2015 Recreational Programming Agreement with the Tri-Cities Travel Baseball Team
- C. Resolution 17-2015, a Resolution authorizing the approval of the CY-2015 Recreational Programming Agreement with the Gilberts Grizzlies
- D. Resolution 18-2015, a Resolution approving a Certificate Regarding O&M as required under the provision of the State of Illinois Revolving Loan Fund Regulations
- E. Resolution 19-2015, a Resolution exercising an option to renew for one-year, an Intergovernmental Agreement with the County of Kane for Animal Control Services
- F. Vacation of a portion of the Union Street right of way
- G. Gas Station concept plan – Prairie Business Park

**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  
April 7, 2015**

**Call to Order/Pledge of Allegiance**

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

**Roll Call/Establish Quorum**

Village Clerk Meadows called the roll. Roll call: Members present: Trustees Corbett, Zambetti, Farrell, Hacker and President Zirk. 2-absent: Trustees LeClercq and Mierisch. Others present: Administrator Keller, Attorney Tappendorf, Bond Counsel Bilas, Assistant Administrator Beith, Finance Director Blocker and Village Clerk Meadows. For members of the audience please see the attached copy of the sign-in sheet.

**Public Comment**

President Zirk asked if anyone in the audience wished to address the Board Members. An Old Town resident, Mr. Mike Doherty approached the dais. Mr. Doherty expressed his concerns with the proposed Old Town roadway and drainage improvements. He questioned why the Village did not include curb and gutters in their scope of work. In addition, he inquired on the bid contract and asked how many bids were submitted. Administrator Keller reported that the Village had opted to implement a design/build approach as a cost savings measure.

Mr. Doherty suggested the Village consider delaying the road improvements until there were funds available to reconstruct the roads in a uniformed matter which would include curbs and gutters. He suggested the possibility of using TIF Funds. Administrator Keller noted that the TIF increment could take many years to accumulate an amount sufficient to complete the improvements.

There was some discussion of establishing an SSA to pay for the improvements. Mr. Doherty stated that he would be in favor of establishing an SSA and each of the Old Town residents pay for the road improvements over time. A lengthy discussion ensued with respect to alternative methods to pay for the road improvements including curb and gutters.

President Zirk commented on the fact that the Board Members were under the impression that the Old Town residents were concerned with the current conditions of the roads and wanted them repair.

However, if that is not the case the Board Members had no intention of providing the residents with costly improvements that they are not interested in receiving. The Board Members suggest Mr. Doherty circulate a petition and if 50% +1 of the residents in Old Town does not want the roadway improvements as noted in the scope of work the Board Members will cease proceeding with the roadway improvement project. Mr. Doherty agreed to circulate the petition.

President Zirk inquired if there was anyone else in attendance that wished to address the Board Members. Mr. & Mrs. William Pontious approached the dais. Mrs. Pontious expressed her concerns with the newly constructed Dunhill berm adjacent to the I-90 Tollway. Mrs. Pontious reported that the berm has not levitated the noise generated by the I-90 traffic. President Zirk reported that the Illinois Tollway Authority had completed a sound study and found that Dunhill did not meet the criteria for the construction of a sound barrier wall. The Village Staff and consultants had worked with the Tollway Authorities and convinced them to install the current berm. The Tollway's original plans had no noise buffers slated at all for the Dunhill Subdivision.

Mrs. Pontious continued to discuss in length her concerns with the noise being generated from the Tollway traffic. She suggested the Tollway conduct a post sound study. President Zirk noted that this is the first he had heard of her concern. Staff will research her concerns and report back in two weeks.

#### **Consent Agenda**

- A. A Motion to approve Minutes from the March 17, 2015 Village Board Meeting**
- B. A Motion to approve Minutes from the March 31, 2015 Special Village Board Meeting**
- C. A Motion to approve the March 2015 Treasurer's Report**
- D. A Motion to approve Bills & Salaries dated April 7, 2015 as follows: General Fund \$88,789.21, Performance Bonds and Escrows \$13,742.05, Water Fund \$65,309.11 and Payroll \$122,798.49**
- E. A Motion to approve Resolution 15-2015, a Resolution approving the Executive Session Meeting Minutes**

President Zirk asked if there were any items the Board Members wished to remove from the consent agenda for separate consideration. There were no comments from any of the Board Members.

**A Motion was made by Trustee Zambetti and seconded by Trustee Farrell to approve the consent agenda items A-E as presented.** Roll call: Vote: 4-ayes: Trustees Corbett, Zambetti, Farrell and Hacker. 0-abstained, 0-nays. Motion carried.

### Items for Approval

**A Motion to approve 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 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.**

President Zirk commented on the fact that final approval of Ordinance 06-2015 provides for the refinance of the SSA 9 bonds and will save tax payers a few dollars every year over the term of the bonds. He noted that the language in the Ordinance had been amended to address his concerns with the density calculations. Administrator Keller reported that both Bond Counsel Bilas and Vice President of Bernardi Securities, Mr. Bob Vail were in attendance if the Board Members had any questions.

Vice President Vail provided the Board Members with an overview of the current bond market trends. He noted that the average single family homeowner will save \$1,000 over the course of the bond terms and a duplex/townhome homeowner will save \$600 over the course of the bond terms.

Vice President Vail provided the Board Members with the timeline with respect to the issuance of the bonds. He anticipated the bond closing to take place in mid May.

There being no further discussion on Ordinance 06-2015, **a Motion was made by Trustee Zambetti and seconded by Trustee Hacker to approve 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.** Roll call: Vote: 4-ayes: Trustees Zambetti, Farrell, Hacker and Corbett. 0-nays, 0-abstained. Motion carried.

### Items for Discussion

#### **FY-2015 Year-End Budget Adjustments**

Administrator Keller reported that Finance Director Blocker had provided the Board Members with a memo noting the highlights of the FY-2015 budget adjustments. He asked if any of the Board Members had any questions on the FY-2015 budget adjustments. The Board Members had no comments on the proposed budget adjustments. Administrator Keller reported that Staff will draft an Ordinance to approve the budget adjustments and place the Ordinance on the next Village Board agenda.



### **FY-2016 Budget Overview**

Administrator Keller provided the Board Members with an overview of the final version of the FY-2016 Budget. He noted that the final budget reflected the salary adjustments with respect to the new Police contract and the insurance renewal premiums. There was some discussion regarding the percentage column.

Trustee Hacker questioned the professional expenses line item. Administrator Keller noted that the professional expenses included an update to the Personnel Manual, engineering for Mason Road and Old Town Roadways. In addition, the professional expenses also includes wages for a part-time GIS Intern.

Administrator Keller reported that the Annual Budget Public Hearing is scheduled to be held on April 21<sup>st</sup>. Staff will notice the public hearing accordingly.

### **Staff Reports**

Administrator Keller reported that the Plan Commission is scheduled to conduct a Public Hearing on April 22<sup>nd</sup> to consider the rezoning of Old Town and the rezoning of 214 Galligan Road.

Administrator Keller reported that the Board Members have asked Staff to review Trustee compensation.

Administrator Keller reported that he will be working with NIMEC to investigate if there is still merit in participating in an electric aggregation program.

Administrator Keller reported that at the next Committee of the Whole Meeting Glogovsky Oil Company will be presenting a concept plan for a gas station with a convenience store and car wash located along Higgins Road frontage of the Prairie Business Park. However, to accommodate the development the Village Board would need to consider vacating the Larkspur Drive right of way.

Administrator Keller reported that the owner of 130 Galligan Road has requested the Village Board consider vacating some or all of the adjacent unused Union Street right of way so it can be used as an extension of his property.

Attorney Tappendorf reported that the recent Copenhaver stop work order was in error. Mr. Copenhaver had mailed his payment to his attorney. However, his attorney was on spring break and did not receive the payment until after the due date. This matter has since been resolved.

Attorney Tappendorf asked the Board Members to consider entering into Executive Session to discuss current litigation with no business to follow.

Finance Director Blocker reported that the water bill reminders will be mailed tomorrow.

Assistant Administrator Beith reported that the Fiber Optics Referendum had failed by a vote of 555 opposed and 125 in favor of the question.

#### **Board of Trustees Reports**

Trustee Corbett asked if residents were allowed to have chickens. Administrator Keller replied that livestock and chickens are only allowed in the Agricultural zoning districts. In addition, the various residential CCR's prohibits livestock and chicken. Residents wishing to be allowed to have chickens would first need to have the HOA's amend the CCR's which does take 75% of the homeowners to approve the amendment.

Trustee Hacker asked Stormwater Consultant Kannigan about some trench work that was done on the West side of the Riemer property West of Tyrrell Road. Consultant Kannigan reported that the repairs have been made and the drain tile was in tack. The concern was with respect to some sloppy earthwork. This matter has since been resolved.

Trustee Farrell commented on the fact when drafting the scope of work for the Town Center Park improvements providing for a pavilion and shade by the splash park was over looked. She reported that Chief Building Inspector Swedberg has investigated the cost. The average cost for constructing a pavilion and planting shade trees range from \$30,000-\$40,000. Administrator Keller reported that Staff will apply for a Riverboat Grant to possibl fund the additional park improvement.

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

President Zirk provided no reports. However, he stated that at this time he would entertain a motion to enter into Executive Session to discuss current litigation with no business to follow. **A Motion was made by Trustee Farrell and seconded by Trustee Zambetti to enter into Executive Session 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 with no business to follow.**

The Board Members along with Administrator Keller, Attorney Tappendorf, Finance Director Blocker, Assistant Administrator Beith and Village Clerk Meadows went into Executive Session at 8:22 p.m. and returned to the public meeting at 8:32 p.m.

Village Board  
Meeting Minutes  
April 7, 2015  
Page 6

**Reconvene/Roll Call**

Village Clerk Meadows called the roll. Roll call: Members present: Trustees Corbett, Zambetti, Farrell, Hacker and President Zirk. Others present: Administrator Keller, Attorney Tappendorf, Finance Director Blocker, Assistant Administrator Beith, and Village Clerk Meadows.

**Adjournment**

There being no further public business to discuss, a Motion was made by Trustee Zambetti and seconded by Trustee Farrell to adjourn from the public meeting at 8:33 p.m. Roll call: Vote: 4-ayes: by unanimous voice vote. 0-nays, 0-abstained. Motion carried.

Respectfully submitted,

Debra Meadows

**Village of Gilberts**

**87 Galligan Road**

**Gilberts, Illinois 60136**

**Village Board Meeting**

**April 7, 2015**

**7:00 p.m.**

**Sign-in-Sheet**

**Name**

**Contact Information (Optional)**

MIKE DOHERTY

Brian Susan Pontious

T. WADA

Greg Kanyia.

**RESOLUTION**

**VILLAGE OF GILBERTS**

**Authorizing the Approval of the CY 2015 Recreational Programming Agreement with the Tri-Cities 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 agreement between the Village of Gilberts and the Tri-Cities to provide youth baseball program 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 Tri-Cities Travel TEAM  
CY 2015 RECREATIONAL PROGRAMMING AGREEMENT**

**AGREEMENT** made this 25th day of March, 2015, by and between the Village of Gilberts, an Illinois municipal corporation (hereinafter referred to as "the Village") and Tri-Cities Travel Baseball Team the (hereinafter referred to as "Tri-Cities Travel Team").

**RECITAL**

**WHEREAS**, Tri-Cities Travel Team provides a youth baseball program for the communities it serves: and,

**WHEREAS**, the Village and Tri-Cities Travel Team agreed on a program of recreational activities;

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**I. PURPOSE.** For calendar year 2015, the Village and Tri-Cities Travel Team agree to provide support of a youth baseball program offered by Tri-Cities Travel Team.

**II. SCOPE OF SERVICES.** Tri-Cities Travel Team shall implement the following program of activities:

**A. Youth Baseball**

1. Tri-Cities Travel will organize and implement youth baseball practices.
2. The Gilberts Town Center baseball field shall be reserved for Tri-Cities Travel baseball practice sessions every Monday, Wednesday, and Friday from 5 p.m. to 9 p.m. and every    from    p.m. to    p.m. from April 1st through Oct 15th

Space at Town Center Park shall be reserved for practice sessions for additional hours/days as mutually agreed upon by the Village and Tri-cities Travel to the best of its ability, the Village agrees to provide adequate practice times for Tri-Cities Travel Team.

**III. MAINTENANCE AND FACILITIES**

**A. Village Responsibilities.** The Village agrees to provide the following services to support the programs provided by Tri-Cities Travel:

1. Prior to the baseball season starting, the Village shall provide and maintain two porta-potties or similar temporary restroom accommodations at Town Center Park.
  2. The Village shall provide Tri-Cities Travel 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 after normal business hour you may contact Trustee Dan Corbett at 847-361-8991.
  3. The Village shall be responsible for grass mowing and regular garbage collection at Town Center Park. 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 Tri-cities Travel Team use on the Town Center Park baseball diamond. If the baseball diamond is in need of more in-field sand throughout the season, Tri-Cities Travel will contact the Village to request more to keep the baseball diamond in an appropriate playable condition.
  6. The Village shall provide Tri-Cities Travel a copy of the appropriate water quality test for the water fountain at Town Center Park to demonstrate compliance with all applicable state regulations.
- B. Tri-Cities Travel Team agrees to the following conditions for the use of Village facilities for Town Center activities:**
1. Tri-Cities Travel Team shall be responsible for lining the fields for the baseball program they run. Tri-Cities Travel Team may coordinate with other programs to prepare Village parks for practice or program use.
  2. Tri-Cities Travel 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 Town Center Park during their baseball season. Tri-Cities Travel Team shall also be responsible for raking the in-field after every use, with a rake provided by Tri-Cities Travel Team.
  3. Tri-Cities Travel Team agrees to restore at the end of the day all Village parks and facilities used for Tri-Cities Travel 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. Tri-Cities Travel 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 \_Tri-Cities Travel\_ for the provision of the programs identified in this Agreement, nor shall the Village be entitled to any funds collected by \_\_\_\_Tri-Cities Travel\_\_ 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 1,\_\_\_\_ 2015 to \_October 15,\_\_\_\_ 2015.

**C. INSURANCE.** \_Tri-Cities Travel\_\_ 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. \_\_\_\_Tri-Cities Travel\_\_\_\_ shall add the Village as an additional insured party on any policy for the use of Village property and/or facilities for \_Tri-Cities Travel\_\_ 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 \_Tri-Cities Travel\_\_ Team.

**D. INDEMNIFICATION.** \_Tri-Cities Travel\_\_\_\_ 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 \_Tri-Cities Travel\_\_ Team programs and activities.

**D. FAILURE TO PERFORM.** This Agreement may be declared null and void by either \_\_Tri-Cities Travel\_\_ Team or the Village should either the Village or \_Tri-Cities Travel\_\_ 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.

**E. EQUAL OPPORTUNITY.** Tri-Cities Travel\_\_ 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 \_Tri-Cities Travel\_\_.

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



Village of Gilberts

Tri-Cities Travel  
Baseball Team

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

Karen Schane  
(authorized signatory)

**Attached Practice Schedule Here**

**RESOLUTION****VILLAGE OF GILBERTS****Authorizing the Approval of the CY 2015 Recreational Programming Agreement with the Gilberts Grizzlies**

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 Gilberts Grizzlies to provide youth football and cheerleading programs 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 LeClercq	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Louis Hacker	_____	_____	_____	_____
Trustee Patricia Mierisch	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

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

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

(SEAL)

ATTEST:

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

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

**VILLAGE OF GILBERTS AND GILBERTS GRIZZLIES  
CY 2015 RECREATIONAL PROGRAMMING AGREEMENT**

**AGREEMENT** made this April day of ~~January~~ 2015, by and between the Village of Gilberts, an Illinois municipal corporation (hereinafter referred to as "the Village") and the Gilberts Grizzlies, an Illinois non-profit corporation (hereinafter referred to as "the Grizzlies").

**RECITAL**

**WHEREAS**, the Grizzlies, A 501(c)(3) not-for-profit community service organization, provides youth football and cheer leading programs for the communities it serves: and,

**WHEREAS**, the Village and the Grizzlies agreed on a program of recreational activities;

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

I. **PURPOSE.** For calendar year 2015, the Village and the Grizzlies agree to provide Support of a youth football program offered to the citizens of Gilberts by the Grizzlies.

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

**A. Youth Football**

1. The Grizzlies will organize and implement a youth football program for children ages 5 to 14, based on the need for each level and provided there are enough participants to provide a quality program.
2. The football program will start on JUNE 15, 2015 and run through DECEMBER 1, 2015.
3. Space at Memorial, and/or Waitcus or other Village Parks shall be reserved for practice sessions for additional hours/days as mutually agreed upon the Village and Grizzlies. To the best of its ability, the Village agrees to provide adequate practice times for Grizzlies teams.

**III. MAINTENANCE AND FACILITIES**

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

1. Prior to the football season starting, the Village shall provide and maintain two porta-potties or similar temporary restroom accommodations at Gilberts Elementary School.
2. The Village shall provide the Grizzlies with information for the Village's designated non-emergency contact.
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 game times. The Village will provide garbage receptacles through its contracted waste hauler.

4. The Village shall be responsible for filling any pot holes and rolling the football field at a field to be announced to create a safe playing surface prior to the beginning of the football playing season.
5. The Village shall be responsible for promptly removing graffiti, broken glass, or other hazards resulting for vandalism and/or misuse of the Village property.
6. The Village shall work with the Grizzlies to ensure that all goals are properly anchored to avoid risk of injury.

**B. The Grizzlies agree to the following conditions of the use of Village facilities for Grizzlies' activities:**

1. The Grizzlies shall be responsible for lining the fields for the football programs that they run. The Grizzlies may coordinate with other programs to stripe and/or prepare Village parks for game or program use.
2. The Grizzlies agree to restore at the end of the day all Village parks and Facilities used for Grizzlies activities to the same condition as found at the beginning of the day, as reasonable determined by the Village Public Works Supervisor.
3. The Grizzlies shall include a disclaimer statement in its promotional materials advising the public that a program may be cancelled, restructured or combined with another football program if there are an insufficient number of participants in a program. If a program is cancelled due to inadequate number of participants, the Grizzlies agree to refund the participants' fees or offer participation in a similar program elsewhere in the Greater Elgin area, if available.
4. The Grizzlies 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 Grizzlies for the provision of the programs identified in this agreement, nor shall the Village be entitled to any funds collected by the Grizzlies 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 JUNE 15, 2015 to December 1, 2015.

**B. INSURANCE.** The Grizzlies 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 Grizzlies shall add the Village as an additional insured party on any policy for the use of Village property and/or facilities for Grizzlies 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 Grizzlies.

**C. INDEMNIFICATION.** The Grizzlies 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 Grizzlies programs and activities.

**D. FAILURE TO PERFORM.** This Agreement may be declared null and void by either the Grizzlies or the Village should either the Village or the Grizzlies 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



**RESOLUTION NO. 18-2015**

**A Resolution approving a Certificate Regarding O & M as required under the provision of the State of Illinois Revolving Loan Fund Regulations**

**WHEREAS**, under the provisions of the State Revolving Loan Fund Regulations, it is required that the Village of Gilberts, the governing body, provide assurance of efficient operation and maintenance of the public water supply facilities proposed under project L174866.

**NOW, THEREFORE, BE IT RESOLVED BY** the Village of Gilberts, the governing body, hereby certifies that it has a properly certified operator and that the following training and documents have been provided for the operation and maintenance of the equipment and/or process units included in the project, and that applicable documents are available for Agency review;

1. Training pertaining to the proper operation and maintenance of the equipment and process units included in the project.
2. An operation and maintenance reference library which includes, but is not limited to, the following:
  - a. Manufacturer's literature, shop drawings and warranties, as well as a maintenance schedule for the equipment and process units included in the project;
  - b. The plans of record with valve indices for the equipment and process units included in the project.
3. Training pertaining to the general operation of public water facilities or distribution systems, consisting of an operator self-study course such as Water Treatment Plant Operations, Volumes I and II, or Small Water Operation and Maintenance, or Water Distribution System Operation and Maintenance, California State University, Sacramento.

**Section 1:** This resolution shall be in full force and in effect from and after its passage and approval pursuant to law.

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

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

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

(SEAL)

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

ATTEST:

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

**RESOLUTION****VILLAGE OF GILBERTS****Authorizing an intergovernmental agreement between the Village of Gilberts and Kane County for Animal Control Services**

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

**Section 1:**

The Village of Gilberts hereby authorizes the Village President and Village Clerk to execute an intergovernmental agreement between the Village of Gilberts and Kane County, Illinois for animal control services. The agreement is attached hereto and made part hereof as Exhibit A as approved.

**Section 2:**

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

Passed this \_\_\_\_ day of April, 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 Lou Hacker	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Patricia Mierisch	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

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

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

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk, Debra Meadows

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



## **AGREEMENT FOR ANIMAL CONTROL SERVICES**

**THIS INTERGOVERNMENTAL AGREEMENT** is made and entered into this 2<sup>nd</sup> day of July, 2013 by and between the **COUNTY OF KANE**, a body politic and corporate, and the **VILLAGE OF GILBERTS**, an Illinois municipal corporation.

WHEREAS, the County of Kane ("Kane County") is a body politic and corporate duly organized and existing under the Constitution and laws of the State of Illinois; and

WHEREAS, the Village of Gilberts ("Municipality") is an Illinois municipal corporation; and

WHEREAS, Kane County pursuant to the Animal Control Act, 510 ILCS 5/1 et seq. (the "Act") has certain rights, duties and obligations with respect to rabies control and registration of dogs and cats on a county-wide basis, and also has primary responsibility for animal control activities within unincorporated Kane County; and

WHEREAS, the Municipality has the right, but not the obligation to control animal activities in its corporate limits, and has historically taken the primary responsibility for animal control activities within its corporate limits and desires to contract with the County to discharge these responsibilities; and

WHEREAS, pursuant to Kane County Board Ordinance 07-254, passed July 10, 2007, Kane County is ready, willing and able to contract with the municipalities of Kane County to provide them with animal control services, including but not limited to pick-up of animals running at large, sick or injured dogs and small, wild mammals such as skunks, raccoons, and bats and providing housing and adoption services for animals in its custody to the best of its ability; and

WHEREAS, the parties have a mutual interest in long term planning for animal control services in Kane County and intend to participate in such planning activities to be convened by the Metro West Council of Government, but desire to enter into an agreement for services while such planning is ongoing; and

WHEREAS, pursuant to Article VII Section 10 of the Constitution of the State of Illinois and Section 3 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3 (2006), units of local government are authorized and empowered to enter into agreements to obtain and share services and to exercise jointly or transfer any powers or functions not prohibited by law; and

WHEREAS, the Chairman of the Kane County Board has heretofore been authorized pursuant to Resolution 06-330 to enter into an intergovernmental agreement with the Municipality as herein provided;

**NOW, THEREFORE the COUNTY OF KANE and the VILLAGE OF GILBERTS do hereby agree as follows:**

**Section 1. Incorporation of Recitals.** The facts and statements contained in the preamble to this Agreement are hereby incorporated herein as if fully set forth.

**Section 2. Pickup Service Provided.** The Kane County Animal Control Department will provide pickup service for stray dogs found within the limits of the Municipality, and for pickup of animals from locations where a forcible entry and detainer action results in an eviction conducted by the Kane County Sheriff, and shall transport them to the Facility or another County designated animal shelter for a service fee to be paid to the County as provided in Section 5-49(a) of the Kane County Code.

**Section 3. Complaint Calls – Response.** The Kane County Animal Control Department will respond to complaint calls, as provided in Section 5-49(a) of the Kane County Code, from the Municipality's police department (or appropriate Municipal officials if no police department exists), for barking dogs, dogs running at large and sick or injured wildlife outside of a building or structure within the limits of the Municipality and shall transport them to the Facility or another County designated animal shelter. The service fee to be paid to the County shall be that shown on Exhibit A. The County Board may pass a resolution which shall be binding on the Municipality upon 60 days notice to the Municipality, to increase said rates. Notwithstanding the above, all service fee increases are hereby

capped at a maximum increase of 25% of the Base Rate in the first 12 month period of the agreement. During each subsequent 12 month period, all service fees are likewise capped at a maximum increase of 25% of the Base Rate. "Base Rate" is the amount specified by category of service in Exhibit A.

**Section 4. Vicious or Dangerous Dogs.** The Kane County Animal Control Department shall cooperate with the police department of the Municipality in responding to complaints relating to vicious or dangerous dogs. All complaints and proceedings shall be handled as provided in Sections 15 and 15.2 of the Act.

**Section 5. Invoices for Services.** Kane County shall invoice the Municipality for services provided at the end of each month and the Municipality shall remit payment to Kane County in full within thirty (30) days. The County invoice shall, at a minimum, specify the dates of service, particulars regarding the animal serviced and the types of services rendered. The County shall retain the right to limit, suspend, or terminate services to the Municipality if it shall omit to pay any fees within sixty (60) days of receipt of the County's invoice therefore. All fees for services shall be deposited by the County as set forth in Resolution 06-330.

**Section 6. Termination of prior Agreements.** Upon the effective date of this Agreement, any and all prior agreements between Kane County and the Municipality are hereby terminated and abrogated.

**Section 7. Fees and Charges to Individual Owners.** Nothing in this Agreement shall be construed to limit the right of Kane County or the municipality to increase or impose any fees or charges to individual owners as permitted or provided by law.

**Section 8. Effective Date; Termination.** This Agreement shall commence upon the affixing of the last signature of any officer required to sign this Agreement, which date shall be deemed the "Effective Date." This Agreement shall remain in full force and in effect until July 1, 2014 with two one-year renewal options that shall be subject to the following condition: that the Municipality has been and is actively participating in animal control services and facility planning activities that are to be convened and coordinated by the

Metro West Council of Governments, ("Metro West") .The Municipality shall notify the county in writing, not less than 60 days prior to the expiration date, of its intent to exercise each renewal option.

**Section 9. Additional Agreement.** The Parties agree to meet to work towards a long term solution to the regional issues of animal control. To that end, the County will assist the Municipality cooperatively with Metro West to participate in developing a plan to meet specific anticipated demand for animal control services due to municipal growth. Failure by the Municipality to participate in good faith in said meetings shall be a breach of the terms of this agreement by the Municipality.

**Section 10, Service Provision Subject to Shelter Capacity.**

The County shall reserve 30% of the animal shelter capacity for the exclusive use of the county for provision of services to residents of unincorporated Kane County and for its use for provision of County-wide animal bite investigation services. If, at any time, in the opinion of the Kane County Animal Control Administrator, animals in the shelter from the Municipality and other municipal contract-holders constitute more than 60% but less than 70% of total shelter capacity, the Administrator shall notify the Municipality as provided for in Section 12 of this Agreement. If, at that time, in the opinion of the Kane County Animal Control Administrator, animals in the shelter from the Municipality and other municipal contract-holders has reached 70% of the total shelter capacity, the Administrator shall notify the Municipality that Animal Control services for new additional animals are being suspended and for what time period they shall be suspended to the Municipality and to all other municipal contract-holders. In the event of service suspension, the County shall work with the Municipality to identify and obtain animal control services from other service providers in the geographic area, but it shall be the sole responsibility of the Municipality to secure such services for its residents during the service suspension period, and the County shall have no obligation, responsibility or liability to the Municipality for animal control services except as provided by other applicable law. Animal Control services shall be reinstated when the Animal

Control Administrator determines that the unused shelter capacity has exceeded 30% for two consecutive weeks.

**Section 11. Indemnification.** The Municipality shall indemnify, defend and hold harmless Kane County and its officers, agents and employees of and from any and all claims, demands, suits at law or in equity, of any kind and manner, which in any way occur or arise in connection with Kane County's services or facilities provided pursuant to this Agreement, except as to claims of negligence, intentional, willful or wanton acts committed by the County and its officers agents and employees and/or to the extent prohibited by law or public policy. In the event of a claim being made by the County under this Section, the County shall be entitled to be defended by counsel of its own choosing, and the Municipality shall pay any reasonable attorneys' fees and expenses incurred by the County in connection therewith.

**Section 12 Notices.** Any notices permitted or required to be given under this Agreement shall be deemed given if sent by certified mail, return receipt requested, or by personal delivery to the person to who it is addressed, to the following:

If to Kane County:

County of Kane

Kane County Government Center

719 South Batavia Avenue - Building A - 2nd Floor

Geneva, IL 60134

Attention: County Board Chairman

With a copy to:

Animal Control Administrator

County of Kane

4060 Keslinger

Geneva, IL 60134

With a copy to:

States Attorney, Chief of the Civil Division

100 South Third Street, 4<sup>th</sup> Floor

Geneva, IL 50134

If to the Municipality:

Village of Gilberts

87 Galligan Road

Gilberts, IL 60136

Attention: Village Clerk

until notice of change of address is given in the manner provided. Notice by fax transmission or email communication shall not be sufficient unless required by an applicable statute.

**Section 13 Severability.** If any provision, clause or section of this Agreement shall be ruled or held invalid by any Court of competent jurisdiction, then and in such event such finding of invalidity shall not affect the remaining provisions of this Agreement which can be given effect without such invalid provisions and to that end to provisions of this Agreement are Severable.

**Section 14 Entire Agreement of the Parties.** This Agreement, and any ordinances or resolutions incorporated herein by reference or by operation of law constitutes the entire agreement of the parties and no modifications by course of conduct or oral agreement shall be valid unless reduced to writing and duly adopted by the Kane County Board and the Municipality.

**Section 15. Binding Effect; Successors' Assignment.** This Agreement shall be binding upon the respective parties hereto, and their lawful successors in interest, except that Kane County shall not assign performance of this Agreement to another unit of local government without the written consent of the Municipality.

**WHEREFORE**, the parties have caused this Agreement to be signed as of the date and year first above written.

**COUNTY OF KANE**

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

Christopher Lauzen

County Board Chairman

ATTEST: \_\_\_\_\_

John A. Cunningham

Kane County Clerk

**VILLAGE OF GILBERTS**

By:                     

Rick Zirk

President

ATTEST:                     

Debra Meadows

Village Clerk

**Exhibit A**  
**Kane County Fee Schedule for Municipalities**

<b>Service</b>	<b>Fee</b>
<b>Pick up per animal</b>	<b>\$25</b>
<b>Pick up charge group of small animals (excluding ferrets, rabbits, exotic birds and reptiles) evictions only</b>	<b>\$30</b>
<b>Boarding per animal / per day/ Maximum charge \$70</b>	<b>\$10</b>
<b>Vaccination for distemper per animal</b>	<b>\$30</b>
<b>Euthanasia per dog/cat animal under 30 pounds</b>	<b>\$50</b>
<b>Euthanasia per dog/cat animal over 30 pounds</b>	<b>\$75</b>
<b>Rabies Observation (includes euthanasia fee) under 30 pounds</b>	<b>\$150</b>
<b>Rabies Observation (includes euthanasia fee) over 30 pounds</b>	<b>\$175</b>
<b>Specimen pick up</b>	<b>\$30</b>
<b>Specimen prep</b>	<b>\$50</b>
<b>Eviction cost comprise of pick up charges and boarding.</b>	<b>\$100.00</b>



**Union Street Right of Way  
between 25 Willey Street and 130 Galligan Road**



# GLOGOVSKY OIL COMPANY C-STORE & CARWASH

SWC TYRELL RD & HIGGINS RD (IL ROUTE 72)  
GILBERTS, IL 60136  
PRELIMINARY ZONING SUBMITTAL 2015.04.07



## PROJECT DIRECTORY

**OWNER**  
GLOGOVSKY OIL COMPANY  
JEFF GLOGOVSKY  
2328 NORTH RANDALL RD  
ELGIN, IL 60120  
(847) 278-0310 GLOGOVSKYOIL@ATT.NET

**ARCHITECT OF RECORD**  
CORPORATE DESIGN AND DEVELOPMENT GROUP  
2075 PRATIUM AVENUE  
HOFFMAN ESTATES, IL 60112  
224-283-8900

**CIVIL ENGINEER**  
COMPANY NAME: TBD  
CONTACT PERSON:  
ADDRESS:  
TEL - EMAIL:

**LANDSCAPE ARCHITECT**  
BRUSSEAU DESIGN GROUP, LLC  
3075 PRATIUM AVENUE  
HOFFMAN ESTATES, IL 60112  
224-283-8470

**STRUCTURAL ENGINEER**  
COMPANY NAME: TBD  
CONTACT PERSON:  
ADDRESS:  
TEL - EMAIL:

**MECHANICAL, ELECTRICAL, AND PLUMBING ENGINEER**  
COMPANY NAME: TBD  
CONTACT PERSON:  
ADDRESS:  
TEL - EMAIL:

**CONTRACTOR**  
COMPANY NAME: TBD  
CONTACT PERSON:  
ADDRESS:  
TEL - EMAIL:

## DRAWING INDEX

GENERAL	COVER SHEET
1001	ARCHITECTURAL SITE PLAN
1002	EXISTING LOT ELEVATION
1003	EXISTING LOT ELEVATION
1004	EXISTING LOT ELEVATION
1005	EXISTING LOT ELEVATION
1006	EXISTING LOT ELEVATION
1007	EXISTING LOT ELEVATION
1008	EXISTING LOT ELEVATION
1009	EXISTING LOT ELEVATION
1010	EXISTING LOT ELEVATION
1011	EXISTING LOT ELEVATION
1012	EXISTING LOT ELEVATION
1013	EXISTING LOT ELEVATION
1014	EXISTING LOT ELEVATION
1015	EXISTING LOT ELEVATION
1016	EXISTING LOT ELEVATION
1017	EXISTING LOT ELEVATION
1018	EXISTING LOT ELEVATION
1019	EXISTING LOT ELEVATION
1020	EXISTING LOT ELEVATION
1021	EXISTING LOT ELEVATION
1022	EXISTING LOT ELEVATION
1023	EXISTING LOT ELEVATION
1024	EXISTING LOT ELEVATION
1025	EXISTING LOT ELEVATION
1026	EXISTING LOT ELEVATION
1027	EXISTING LOT ELEVATION
1028	EXISTING LOT ELEVATION
1029	EXISTING LOT ELEVATION
1030	EXISTING LOT ELEVATION
1031	EXISTING LOT ELEVATION
1032	EXISTING LOT ELEVATION
1033	EXISTING LOT ELEVATION
1034	EXISTING LOT ELEVATION
1035	EXISTING LOT ELEVATION
1036	EXISTING LOT ELEVATION
1037	EXISTING LOT ELEVATION
1038	EXISTING LOT ELEVATION
1039	EXISTING LOT ELEVATION
1040	EXISTING LOT ELEVATION
1041	EXISTING LOT ELEVATION
1042	EXISTING LOT ELEVATION
1043	EXISTING LOT ELEVATION
1044	EXISTING LOT ELEVATION
1045	EXISTING LOT ELEVATION
1046	EXISTING LOT ELEVATION
1047	EXISTING LOT ELEVATION
1048	EXISTING LOT ELEVATION
1049	EXISTING LOT ELEVATION
1050	EXISTING LOT ELEVATION
1051	EXISTING LOT ELEVATION
1052	EXISTING LOT ELEVATION
1053	EXISTING LOT ELEVATION
1054	EXISTING LOT ELEVATION
1055	EXISTING LOT ELEVATION
1056	EXISTING LOT ELEVATION
1057	EXISTING LOT ELEVATION
1058	EXISTING LOT ELEVATION
1059	EXISTING LOT ELEVATION
1060	EXISTING LOT ELEVATION
1061	EXISTING LOT ELEVATION
1062	EXISTING LOT ELEVATION
1063	EXISTING LOT ELEVATION
1064	EXISTING LOT ELEVATION
1065	EXISTING LOT ELEVATION
1066	EXISTING LOT ELEVATION
1067	EXISTING LOT ELEVATION
1068	EXISTING LOT ELEVATION
1069	EXISTING LOT ELEVATION
1070	EXISTING LOT ELEVATION
1071	EXISTING LOT ELEVATION
1072	EXISTING LOT ELEVATION
1073	EXISTING LOT ELEVATION
1074	EXISTING LOT ELEVATION
1075	EXISTING LOT ELEVATION
1076	EXISTING LOT ELEVATION
1077	EXISTING LOT ELEVATION
1078	EXISTING LOT ELEVATION
1079	EXISTING LOT ELEVATION
1080	EXISTING LOT ELEVATION
1081	EXISTING LOT ELEVATION
1082	EXISTING LOT ELEVATION
1083	EXISTING LOT ELEVATION
1084	EXISTING LOT ELEVATION
1085	EXISTING LOT ELEVATION
1086	EXISTING LOT ELEVATION
1087	EXISTING LOT ELEVATION
1088	EXISTING LOT ELEVATION
1089	EXISTING LOT ELEVATION
1090	EXISTING LOT ELEVATION
1091	EXISTING LOT ELEVATION
1092	EXISTING LOT ELEVATION
1093	EXISTING LOT ELEVATION
1094	EXISTING LOT ELEVATION
1095	EXISTING LOT ELEVATION
1096	EXISTING LOT ELEVATION
1097	EXISTING LOT ELEVATION
1098	EXISTING LOT ELEVATION
1099	EXISTING LOT ELEVATION
1100	EXISTING LOT ELEVATION

## SCOPE OF WORK

THIS IS A NEW SITE DEVELOPMENT WHICH INCLUDES (1) 4000 SQ. FT. C-STORE, (2) TURNED CARWASH, (3) AUTO CANOPY, (4) DISPENSING, (5) LAND USE CANOPY, (6) PARKING STALLS INCLUDING (2) ACCESSIBLE STALLS ON THE C-STORE SIDE, (7) VACUUM STALLS INCLUDING (2) ACCESSIBLE STALLS, (8) OVERSIZED VEHICLE PARKING STALLS, (9) 10 BAYS, AND OTHER TYPICAL SITE IMPROVEMENTS.

## GENERAL BUILDING INFORMATION

**BUILDING DATA**  
ZONING CLASSIFICATION: PUD PRATISE BUSINESS PARK  
OCCUPANCY: XXX  
CONSTRUCTION TYPE: XXX  
NUMBER OF STORES: 1  
BUILDING AREA: Total 9 590 SQ. FT.

**XXXXX ADOPTED CODES**  
CURRENT XXXX ZONING ORDINANCE

## MATERIAL AND SYMBOL LEGEND

<p>DEMOLITION KEY NOTE</p> <p>KEY NOTE</p> <p>DOOR TAG</p> <p>WALL TYPE TAG</p> <p>WINDOW TAG</p> <p>REVISION TAG</p> <p>ROUND OR DIAMETER</p> <p>CENTERLINE</p>	<p>SECTION CUT TAG</p> <p>SECTION KEY</p> <p>SHEET NUMBER</p> <p>ELEVATION TAG</p> <p>ELEVATION NUMBER</p> <p>SHEET NUMBER</p> <p>DETAIL TAG</p> <p>DETAIL NUMBER</p> <p>SHEET NUMBER</p>	<p>ELEVATION LEVEL LINE</p> <p>ROOFING</p> <p>COLUMN LINE GRIDS</p> <p>ROOM TAG</p> <p>ROOM NAME</p> <p>NORTH ARROW</p>
--	---	---

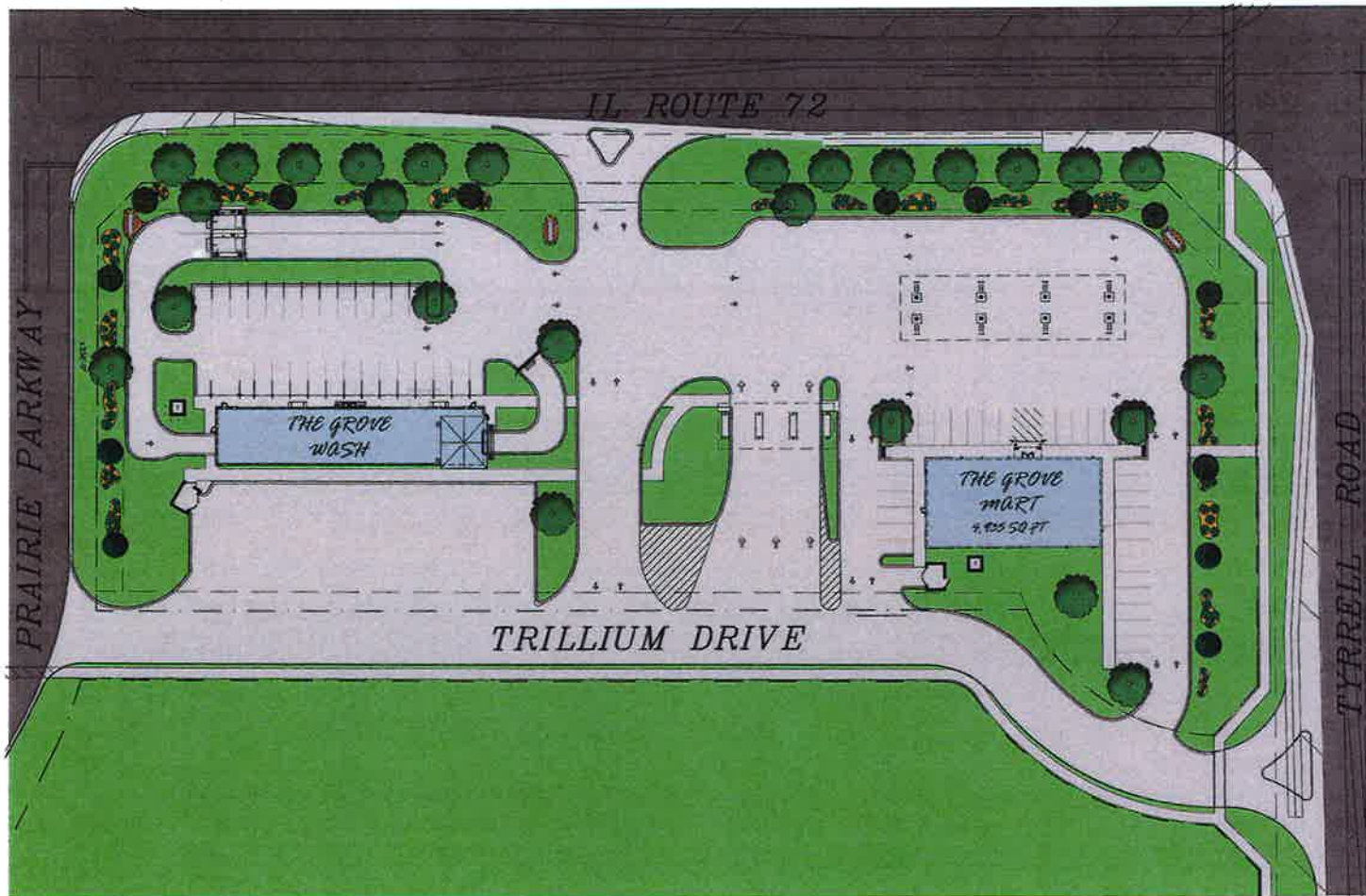
## LOCATION MAP



COVER  
SHEET

DATE: 12-15-2014  
SCALE: AS SHOWN  
BY: MT-KONE, P.P., J.S.  
CHECK: J.C.  
APP: J.S.  
SHEET: G001





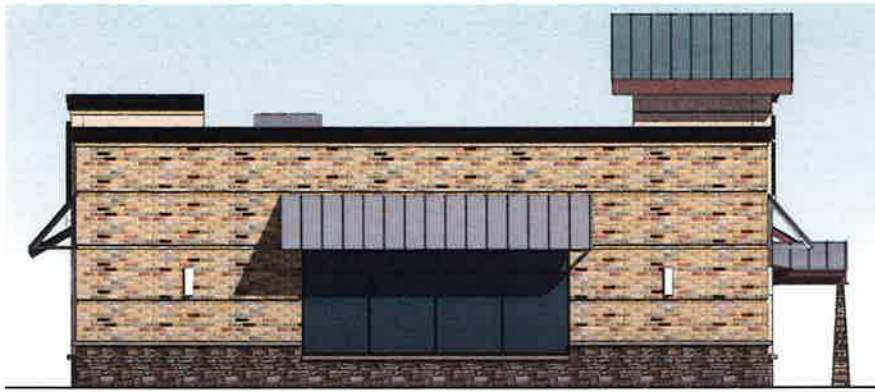
LS COLOR LANDSCAPE PLAN  
LS1-C SCALE: NOT TO SCALE

DATE	12-15-2014
REVISIONS	
NO.	
CORPORATE DESIGN + DEVELOPMENT GROUP, LLC	
1000 N. RIVER STREET, SUITE 200 CHICAGO, IL 60610 TEL: 312.555.1234 WWW.CDDGROUP.COM	
GLOGOVSKY OIL COMPANY	
C-STORE & CARWASH	
SWC TYRRELL & HIGGINS ROAD (72)	
GILBERTS, IL 60136	
COLOR LANDSCAPE PLAN	
LS1-C	

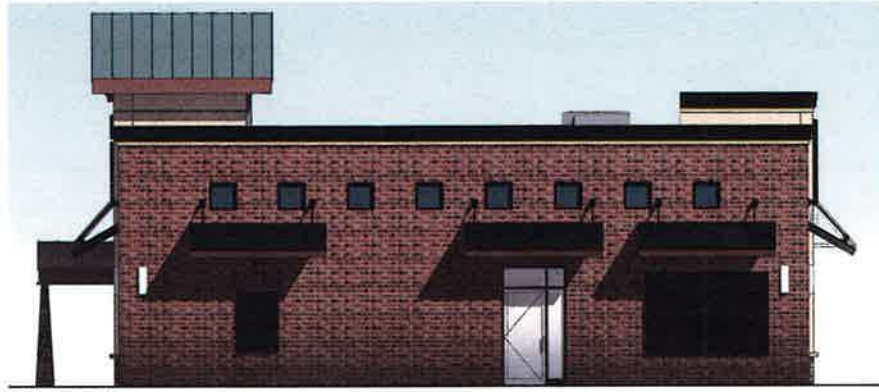
GENERAL NOTES	
1.	PROPERTY SIZE: (159.543.63 5F/3.86 AC)
2.	AUTO & TRUCK CIRCULATION HAS BEEN PERFORMED ON SITE, PLEASE SEE SHEET (A302) CIRCULATION PLAN



<p><b>ARCHITECTURAL</b></p> <p><b>SITE PLAN</b></p> <p><b>A001</b></p>	<p>PROJECT DATE: 12-15-2014</p> <p>SCALE: AS SHOWN</p> <p>SHEET: 01 OF 02</p> <p>DATE: 12-15-2014</p> <p>DRAWN BY: J. H. H.</p> <p>CHECKED BY: J. H. H.</p> <p>IN CHARGE: J. H. H.</p>	<p><b>GLOGOVSKY OIL COMPANY</b></p> <p>C-STORE &amp; CARWASH</p> <p>SWC TYRELL &amp; HIGGINS ROAD (72)</p> <p>GILBERTS, IL 60136</p>		<p><b>CORPORATE</b> <b>DESIGN + DEVELOPMENT</b> <b>GROUP, LLC</b></p> <p>1000 N. WILSON AVE. SUITE 100 GILBERTS, IL 60136 TEL: 630.261.1111 WWW.GLOGOVSKY.COM</p>	NO.	REVISION	DATE	BY
					1			
					2			
					3			
					4			



① Color Elevation Left  
1/4" = 1'-0"



② Color Elevation Right  
1/4" = 1'-0"



③ Color Elevation Front  
1/4" = 1'-0"



④ Color Elevation Rear  
1/4" = 1'-0"

CORPORATE  
DESIGN + DEVELOPMENT  
LLC  
1000 N. W. 10th Ave.  
Suite 100  
Fort Lauderdale, FL 33311  
Phone: 954.561.1234  
Fax: 954.561.1235  
www.glogovsky.com



GLOGOVSKY  
NEW DEVELOPMENT & GAS STATION CARWASH  
500 CYRELL & HIGGINS ROAD (72)  
GILBERTS, IL

GLOGOVSKY

COLOR C-STORE  
EXTERIOR  
ELEVATIONS

DATE: 12-15-2014  
SCALE: 1/4" = 1'-0"  
DESIGN: J. Miller  
CHECK: C. Miller  
APP: C. Miller  
SHEET: A201-C



IBIT 'A'

# FINAL PLAT OF SUBDIVISION E BUSINESS PARK

OF PART OF BIERER CENTRE INDUSTRIAL PARK & OFFICE RESEARCH CENTRE SUBDIVISION, BEING A  
THE EAST HALF OF THE SOUTHWEST QUARTER, AND THE WEST HALF OF THE SOUTHEAST QUARTER  
P 42 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS.

GILBERTS TOWN CENTER - UNIT 1B  
DOC. 2005K140428

ILLINOIS STATE ROUTE 72

