

# *Village of Gilberts*

Village Hall  
87 Galligan Road, Gilberts, IL 60136  
Ph. 847-428-2861 Fax: 847-428-2955  
[www.villageofgilberts.com](http://www.villageofgilberts.com)

## **Village Administrator Memorandum 65-15**

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

**FROM:** Ray Keller, Village Administrator

**DATE:** July 9, 2015

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

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

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

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

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

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

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

#### **B. June 2015 Treasurer's Report**

Finance Director Marlene Blocker has prepared the Treasurer's report for June 2015, which is enclosed for your review. Please contact me prior to the meeting if you have any questions or need more detailed information. Staff recommend approval. Unless otherwise directed, this item will be added to the consent agenda for the July 21 meeting.

#### **C. Ordinance 19-2015, an ordinance approving a final plan for Building IV of the Prairie Business Park**

Interstate Partners LLC has submitted a final plan for their Building IV site, located at the southeast corner of the Prairie Business Park PUD. Because Prairie Business Park was entitled a Planned Unit Development (PUD), the final plan requires Plan Commission review and Village Board approval before permits may be issued.

The subject area is currently used in part by J.S. Reimer, whose equipment and materials will be relocated with the development of this site. Interstate Partners will construct a 285,820 s.f. building that will extend across 14.7 acres in combined lot size. Interstate Partners have not yet identified any specific uses or tenants for the building. The final plan and accompanying building and landscaping exhibits comply with the UDO and the terms of the PUD ordinance.

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

In accordance with state statutes, the final plan for a site developed within a PUD must be first reviewed by the Plan Commission prior to Board approval. The final plan was to be reviewed at the July 8 Plan Commission meeting, but the Commission did not have a quorum present and therefore could not make its recommendation. Staff are attempting to reschedule the meeting for July 14, 15 or 16 so that the Plan Commission's recommendation could "catch up" with the Board's consideration of the final plan ordinance at the July 21 meeting. Please contact me with any questions or requests for supplemental information that may be needed prior to the meeting.

#### **D. WOW Business internet introduction**

At the meeting, representatives from Wide Open West (WOW) Business will introduce themselves and their proposed internet service for the Village's business district. WOW proposes to provide internet and phone (VOIP) services to the businesses along and south of Higgins Road, backed by a 432-strand fiber optic trunk line. WOW extended their own fiber cable along Higgins Road between Randall and Tyrrell Roads when they installed fiber cables for Verizon Wireless and Fosiva (Troy Mertz' fiber project). According to WOW's representatives, 16 Gilberts businesses have already expressed interest in connecting to their network as soon as it is available.

Staff have started reviewing a pass-through agreement that would allow WOW to use the Village's rights of ways and utility easements to extend their fiber cables. Because WOW is not providing video services, they are not subject to the cable franchise laws or franchise fees, but their telephone services would be subject to the Village's telecommunications tax. WOW has stated that they have no plans to provide residential services in Gilberts.

With the board's feedback, Staff will prepare the pass-through agreement for possible action at an upcoming board meeting. Please contact me or Assistant Administrator Bill Beith if you have any questions or need supplemental information prior to the meeting.

#### **E. MDC Waste Hauling Contract Extension**

In 2011, the Village entered into a five-year agreement with MDC to provide waste and recycling collection services to Gilberts residents and small businesses. MDC was selected as the lowest responsible bidder at the conclusion of a RFP process conducted by the Village. A copy of the original contract is provided for the Board's information.

In anticipation of the contract expiration on April 30, 2016, MDC has proposed two options for extending the contract by either five or eight years, with somewhat varying terms:

1. Option 1 Five-Year Extension: Effective May 1, 2016 and annually thereafter, the monthly rate would be adjusted by the Consumer Price Index (Midwest Urban Consumers) through April 30, 2021.
2. Option 2 Eight-Year Extension: Effective August 1, 2015, the current monthly rate (\$20.09) would be reduced to last year's monthly rate of \$19.51. Starting August 1, 2016, the rate would be adjusted annually by the CPI for the next five years; not adjusted for Year 6 (August 2021-July 2022), and then annually adjusted by the CPI for the final two years through the end of the contract on July 30, 2023.

The proposal includes allowing customers a one-time swap-out of their garbage containers at no additional cost. MDC will clean and/or exchange the trash cart provided to each residence one time during the term of the contract, which would otherwise result in a \$25 service charge. The contract extension would also include an updated list of parks and special events at which MDC will provide garbage containers, portable toilets and hand washing stations at no charge to the Village. All other terms of the original contract would remain in effect.

In response to the Board's recent inquiries about electronics recycling options, Staff asked MDC to offer two e-waste recycling events each year. However, Staff recommend not offering electronics recycling at this time, as the electronic materials market is unstable and could result in significant costs to the Village, depending on the level of resident (or nonresident) participation. Staff suggest continuing to direct residents to Kane County's e-recycling projects; the Village retains the option of offering supplemental e-recycling as a separate future arrangement if the Board so chooses.

Having received only compliments about MDC's services, and to avoid inconveniencing residents with a receptacle exchange with the potential selection of a new contractor, Staff recommend the eight-year extension option. For the past five years, the CPI-U (Midwest) 12-month change rate has averaged 1.6% with annual adjustments ranging from +3.8% to -0.8%. Assuming that this trend continues, the proposed extension would result in very modest annual cost increases to the Village and its customers over the next eight years.

As established in 2011, the Village charges its garbage customers the actual monthly cost, plus a \$5.00 service charge, rounded up to the next whole dollar. The proceeds from the service charge are set aside in the road improvement fund, which allowed the Village to eliminate vehicle stickers while continuing to save for the Village's next major road improvement program in 2021-2022. Continuing this practice would result in approximately \$135,000 annually, or approximately \$1.1 million by the end of the contract, for future road improvements.

Representatives from MDC will be at the meeting to re-introduce themselves to the Board and to respond to any questions or comments. Unless directed otherwise, Staff will prepare the contract extension agreement and authorizing resolution for consideration at the July 21 board meeting. Please contact me with any questions or requests for additional information that may be needed prior to the meeting.

#### **F. Parks signage for recreational programming agreement participants**

At the July 7 meeting, the Village Board asked Staff to develop a program to allow the Grizzlies, the YMCA and other entities to post temporary signs at Village parks to highlight their organizations.

Staff propose adopting an interim policy allowing the Grizzlies, the YMCA and the Pirates baseball program, by virtue of their annual recreational programming agreements with the Village, to put up temporary signs at Village parks. The interim policy would all allow all three participants to put signs on a trial basis this year without amending their agreements. If the policy yields results that are acceptable to the participants and the

Village, the signage terms could be amended and/or included into next year's programming agreements.

With this approach, the Village retains maximum control over the size and placement of the signs, allowing it as an element of a voluntary agreement rather than establishing it as a "right" or zoning regulation. This approach also avoids potential complications stemming from the Supreme Court's recent *Reed v. Town of Gilbert (AZ)* decision, which impacts how municipalities may regulate the content of allowable signage.

The draft policy would allow the three organizations to put up one sign at two of three park locations (Waitcus, Town Center and Memorial). The signs could be no larger than 32 square feet (4' x 8') in size, which matches the large banner that the Grizzlies had briefly hung on the fences at Memorial and Waitcus Parks. The policy requires that the banners/signs be attached to the fences for the three baseball diamonds, avoiding visual clutter from stand-alone signs. The policy states that each sign could be posted for up to 30 days, though the sign could be allowed for longer periods so long as it well maintained and remains timely (e.g. does not advertise for an already-passed registration deadline).

A draft version of the interim policy is provided for the Board's review. Any of the terms of the signage policy could be amended to better fit the Board's desired outcome for this program. Staff will revise the policy in response to any Board feedback and will add it to the July 21 meeting agenda for the Board's possible consideration. Please contact me with any questions or requests for information that may be needed prior to 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. PUBLIC COMMENT**

#### **8. EXECUTIVE SESSION**

Staff request an executive session to discuss ongoing litigation. Please let me know if you have any questions about other executive session topics.

#### **9. ADJOURNMENT**

**VILLAGE OF GILBERTS**  
**Committee of the Whole**  
**MEETING AGENDA**  
**87 GALLIGAN ROAD,**  
**GILBERTS, ILLINOIS 60136**  
**July 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 July 7, 2015 Village Board Meeting
- B. June 2015 Treasurer's Report
- C. Ordinance 19-2015, an Ordinance approving a final plan for Building IV of the Prairie Business Park
- D. WOW Business internet introduction
- E. MDC waste hauling contract extension
- F. Park signage for recreational programming agreement participants

**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  
July 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 Kojzarek, Corbett, Zambetti, Farrell and President Zirk. 2-Absent: Trustees LeClercq and Hacker. 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 had any questions or comments they would like to share with the Village Board Members. Bob Borgardt representative for the Gilberts Grizzlies approached the podium. He noted that he does not hold a seat on the Grizzlies Board. However, he has been asked to speak on their behalf. Mr. Borgardt inquired if the Board had a policy which allowed for the placement of advertising signs on the parks' ball field fences. President Zirk commented on past experiences with permitting advertising signage. A lengthy discussion ensued regarding the pros and cons of allowing advertising and informational signage on the park ball field fences.

Attorney Tappendorf cited a recent Supreme Court decision concerning the validity of local sign regulations. The Court found in Reed v. the Town of Gilbert, Arizona that the Gilbert's sign regulations were content based and unconstitutional. However, if the signage was on Village property the Village has more flexibility in regulating the signage. Attorney Tappendorf suggested including the allowance of advertising sign in the programming licensing agreements. Staff will draft a recommendation which will be discussed at the next Committee of the Whole Meeting. Mr. Borgardt thanked the Board Members for their time.

President Zirk inquired if there were any other attendees interested in addressing the Board Members. Mr. Patrick VerHalen indicated he wished to comment. Mr. Patrick VerHalen addressed the Board he informed the Board Members that he was the President of the Master HOA for Gilberts Town Center and tonight he was in attendance to express concern on behalf of the residents who reside in Unit 2B.

Mr. VerHalen reported that he had recently attended a HOA Meeting in which both Administrator Keller and Chief Building Inspector Swedberg were in attendance to receive feedback from the Town Center Residents with respect to their concerns with the unfinished status of Unit 2B. At this time residents had stated their issues and expectations with the condition of the uncompleted road surfaces, construction debris, standing water, and open foundations.

Mr. VerHalen inquired on the status of the concerns and if Ryland had responded. Administrator Keller reported that Staff had sent a letter to Ryland Homes listing the concerns that need to be addressed. Ryland has begun to clean-up the construction debris and move forward on addressing the other concerns. As of now there has been no final decision on how best to address the open foundations. Staff will closely continue to monitor Ryland's progress. President Zirk and Trustee Zambetti agreed at the very minimum the open foundations need to be secured and the services disconnected along with the removal of the rebar.

President Zirk asked if there was anyone else in attendance that wished to address the Board Members. There were no other comments offered from anyone in the audience.

#### **Consent Agenda**

- A. A Motion to approve Minutes from the June 16, 2015 Village Board Meeting**
- B. A Motion to approve Bills & Salaries dated July 7, 2015 as follows: General Fund \$111,530.75, Performance Bonds and Escrows \$46,933.35, Water Fund \$61,483.50 and Payroll \$59,991.15**
- C. A Motion to approve Resolution 28-2015, a Resolution approving the Executive Session Minutes**

President Zirk inquired if there were any items the Board Members wished to remove from the consent agenda for separate consideration. The Board Members offered no comments. **A Motion was made by Trustee Zambetti and seconded by Trustee Farrell to approve the Consent Agenda items A-C as presented.** Roll call: Vote: 4-ayes: Trustees Kojzarek, Corbett, Zambetti and Farrell. 0-nays, 0-abstained. Motion carried.

#### **Items for Approval**

**A Motion to approve Ordinance 16-2015, an Ordinance Abating Special Service Taxes for the Village of Gilberts, Kane County, Illinois Special Service Area Number Nine Special Tax Refunding Bonds (Big Timber Project) Series 2005**

Administrator Keller reported that the passage of this Ordinance permanently abates the special service area taxes for the recently retired bonds for SSA #9. On June 23, 2015 the Board had approved Ordinance 07-2015 authorizing the new Bond Series 2015, which restructures the debt and reduces the interest over the life of bonds and lowers the residential taxes on the residents residing in SSA #9. In addition this Ordinance prevents the possibility of double taxation by the old and the new levy schedules.

President Zirk noted that he would entertain a motion to approve Ordinance 16-2015. **A Motion was made by Trustee Zambetti and seconded by Trustee Farrell to approve Ordinance 16-2015, an Ordinance Abating Special Service Taxes for Village of Gilberts, Kane County, Illinois Special Service Area Number Nine Special Tax Refunding Bonds (Big Timber Project) Series 2005.** Roll call: Vote: 4-ayes: Trustee Corbett, Zambetti, Farrell and Kojzarek. 0-nays, 0-abstained. Motion carried.

**Motion to approve Ordinance 17-2015, an Ordinance approving a variance from the Unified Development Ordinance, Chapter 10 “Nonconformities” for the property located at 214 Galligan Road.** Administrator Keller reported the petitioner had originally requested the property be rezoned to I-1 General Industrial to reestablish the use of the property as a contractor’s office/yard. However, the I-1 zoning would have allowed for other permitted and special uses that might generate a negative impact on nearby properties and one property owner objected to the rezoning. However, with the variance request the property owner has since rescinded their objection.

Administrator Keller noted that approval of the variance request grants a one-time reset of the six-month window for a discontinued nonconforming use. However, any changes to the site would require compliance with all applicable UDO standards, such as fencing and screening around parking areas and site coverage limitations.

President Zirk noted that this sub-property is located within a larger area that the Plan Commission may want to consider recommending a zoning classification. However, a portion of the area in question was once found to be an illegal dumping site and the zoning classification may be contingent upon the Illinois Environmental Protection Agency’s remediation objectives and the Tier level evaluation classification. Staff has been unable to locate the IEPA’s No Further Remediation (NFR) letter. Staff will continue to research this matter and report back.

With no further discussion on the motion, President Zirk stated that he would entertain a motion to approve Ordinance 17-2015.



**A Motion was made by Trustee Zambetti and seconded by Trustee Farrell to approve Ordinance 17-2015, an Ordinance approving a variance from the Unified Development Ordinance, Chapter 10 "Nonconformities" for the property located at 214 Galligan Road.** Roll Call: Vote: 4-ayes: Trustees Zambetti, Farrell, Kojzarek, and Corbett. 0-nays, 0-abstained. Motion carried.

**A Motion to approve Ordinance 18-2015, an Ordinance approving a special use permit for the operation of an auto sales business within the I-1 General Industrial Zoning District located at 211 W. Higgins Road**

Administrator Keller reported that B Square Inc. has requested a special use permit to allow automobile sales at 211 W. Higgins Road, which is required for all auto sales businesses in the I-1 Industrial Zoning District. The petitioner would lease a 2,000 square foot area to serve as an office and indoor showroom within the building, along with six parking stalls within the existing parking lot.

Administrator Keller noted that the Ordinance recitals have been amended to reflect the fact that Plan Commissioner Borgardt had abstained from voting due to his interest in the business.

President Zirk asked a question on behalf of Trustee Hacker. Trustee Hacker questioned if all the car sales would be conducted inside of the building. Mr. Borgardt replied yes.

Mr. Borgardt noted that his business is located at 211 W. Higgins Road Unit I. Administrator Keller replied that he did not note the unit due to the fact that Mr. Borgardt had expressed a desire to expand if the business was profitable.

There being no further discussion on the motion, **A Motion was made by Trustee Zambetti and seconded by Trustee Farrell to approve Ordinance 18-2015, an Ordinance approving a special use permit for the operation of an auto sales business within the I-1 General Industrial Zoning District located at 211 W. Higgins Road.** Roll call: Vote: 4-ayes: Trustees Farrell, Kojzarek, Corbett and Zambetti. 0-nays, 0-abstained. Motion carried.

**A Motion to approve Resolution 29-2015, a Resolution authorizing an agreement between the Village of Gilberts and Illinois Department of Transportation to allow for the construction on Illinois State Highways.**

Administrator Keller reported that approval of this biannual housekeeping resolution committing the Village to follow IDOT's permitting and maintenance requirements for work performed in IDOT's rights of way, such as water main and storm sewer maintenance and repairs. It also reaffirms the State's requirement that the Village will not issue any permits for work within IDOT right of way without proof of an IDOT permit.

President Zirk stated that he would entertain a motion to approve Resolution 29-2015. **A Motion was made by Trustee Farrell and seconded by Trustee Zambetti to approve Resolution 29-2015, a Resolution authorizing an agreement between the Village of Gilberts and Illinois Department of Transportation to allow for the construction on Illinois State Highways.** Roll call: Vote: 4-ayes: Trustees Kojzarek, Corbett, Zambetti, and Farrell. 0-nays, 0-abstained. Motion carried.

#### **Items for Discussion**

There were no items listed under "Items for Discussion"

#### **Staff Reports**

Administrator Keller provided no reports at this time. However, he requested the Board Members consider entering into an Executive Session to discuss personnel and current litigation with no business to follow.

Assistant Administrator Beith reported on a meeting that was held today with representatives from Wide Open West to discuss fiber service to the Industrial Parks. President Zirk commented on the fact that the Board is not in favor of any exclusivity clause. They want to ensure Gilberts offers a competitive market to the businesses and the residents.

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

Trustee Kojzarek commented on the 2015 Project Backpack initiative. She informed those in attendance that the event is sponsored by Elgin Community College and is collecting necessary school supplies for all local students in need. The program is open to all students in the ECC District, which does include all of Gilberts. She has placed a collection box in the Village Hall lobby. Back to school supplies will be distributed on Saturday, August 8<sup>th</sup> beginning at 9 a.m. at the Elgin Community College Spartan Events Center. Trustee Kojzarek noted the Village Staff has posted the information on the Village's Facebook page and on the website.

Trustee Farrell reported that she had recently met with Melissa Hernandez the Director of the Northern Chamber of Commerce. During the meeting Director Hernandez informed Trustee Farrell the Village no longer has a representative participating in the Chamber. Trustee Farrell reported that she has since asked Assistant Administrator Beith if he was interested in presenting on behalf of the Village. Assistant Beith agreed to attend the once a month Chamber meetings.

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

President Zirk had nothing to share or report at this time.

**Executive Session**

President Zirk stated he would entertain a motion to enter into Executive Session to discuss personnel and current litigation with no business to follow. **A Motion was made by Trustee Zambetti and seconded by Trustee Farrell to recess in to executive session with no business to follow to discuss personnel matters as permitted by 5ILCS 120/2 (C ) (1) and to discuss current litigation as permitted by 5ILCS 120/2 ( C ) (11).** Roll call: Vote: 4-ayes: Trustees Kojzarek, Corbett, Zambetti and Farrell. 0-nays, 0-abstained. Motion carried.

The Board Members along with Administrator Keller, Attorney Tappendorf, Assistant Administrator Beith and Village Clerk Meadows entered into executive session at 7:47 and returned to the public meeting at 8:33 p.m.

**Reconvene/Roll Call**

Village Clerk Meadows called the roll. Roll call: Members present: Trustee Kojzarek, Corbett, Zambetti, Farrell and President Zirk. Others present: Administrator Keller, Attorney Tappendorf, Assistant Administrator Beith and Village Clerk Meadows.

**Adjournment**

There being no further public business to discuss, a **Motion was made by Trustee Corbett and seconded by Trustee Farrell to adjourn from the public meeting at 8:35 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**

**July 7, 2015**

**7:00 p.m.**

**Sign-in-Sheet**

**Name**

**Contact Information (Optional)**

PATRICK + DIANA VERHALEN

TOM WATRA

**Fund Summary**

	6/30/15	Restricted / Designated Funds	Unrestricted / Undesignated Funds
<b>Unrestricted - General Fund</b>			<b>994,526.46</b>
<b>Restricted - Total</b>		<b>6,374,034.26</b>	
<b>Committed- Designated Reserves</b>		<b>724,880.45</b>	
- 2.6 Months Expenses	724,880.45		
<b>Committed - Road Improvement</b>		<b>422,780.45</b>	
- FY-07 and Prior	707,838.00		
- FY-08 Transfer (School Road)	(120,000.00)		
- FY-08	76,235.76		
- FY-09	75,968.38		
- FY-09 Transfer (Additional Salt & Snow Removal)	(78,469.37)		
- FY-09/FY10 Hennessy Bridge Work	(350,000.00)		
- FY-10	79,129.42		
- FY-11 (Road Study)	(10,000.00)		
- FY-11	77,944.57		
- FY-12	12,861.90		
- FY-13	8,493.36		
- FY-14	16,525.72		
- FY-14 Hennessy Bridge Grant	350,000.00		
- FY-14 Extra MFT Funds	15,731.35		
- FY-14 Kreutzer Road Repair	(15,000.00)		
- FY-15 Mason Road Engineering	(16,389.70)		
- FY-15 Old Town Engineering	(24,304.96)		
- FY-15 - Old Town Roadwork	(45,000.00)		
- FY-15	10,293.85		
- FY-15 Mason Roadwork	(316,440.00)		
- FY-16 Mason Road Engineering	(520.00)		
- FY-16 Old Town Engineering	(640.00)		
- FY-16 Mason Roadwork	(35,160.00)		
- FY-16	3,682.17		
<b>Committed- Infrastructure Fund</b>		<b>506,584.34</b>	
- FY-12 (Transfer - Garbage)	108,047.92		
- FY-13 (Transfer - Garbage)	133,104.58		
- FY-14 (Transfer - Garbage)	124,341.65		
- FY-15 (Transfer - Garbage)	141,090.19		
<b>Committed - Road Bond Repayment</b>		<b>251,905.62</b>	
- FY-13 (1% Sales Tax)	159,422.43		
- FY-14 May Interest Payment	(27,062.50)		
- FY-14 (1% Sales Tax)	172,392.69		
- FY-14 December Principal & Interest Payment	(119,172.50)		
- FY-15 (1% Sales Tax)	190,023.33		
- FY-15 May Interest Payment	(25,312.50)		
- FY-15 December Principal & Interest Payment	(123,712.50)		
- FY-16 (1% Sales Tax)	25,327.17		
<b>Restricted - Road Improvement MFT</b>		<b>523,064.29</b>	
- Balance - Illinois Funds	392,585.73		
- Balance - Union Bank Money Market	130,478.56		
<b>Committed - Capital Improvement</b>		<b>202,596.78</b>	
- FY-05	81,596.76		
- FY-06	45,000.00		
- FY-08 Transfer (Wing Mower)	(41,751.00)		
- FY-11 P/W Truck Sale	31,000.00		
- FY-12 (Transfer - Garbage)	34,623.00		
- FY-13 (Salvage Receipts)	547.80		
- FY-13 (Transfer - Garbage)	25,349.02		
- FY-14 (Salvage Receipts)	419.68		
- FY-14 (New Squad Purchase)	(28,500.00)		
- FY-14 (Transfer - Garbage)	26,567.48		
- FY-15 (Transfer - Garbage)	27,744.04		

<b>Committed - New Development Fees</b>		<b>77,735.43</b>	
- FY-06 Municipal Impact Fee	261,250.00		
- FY-07 Municipal Impact Fee	382,250.00		
- FY-08 Municipal Impact Fee	286,000.00		
- FY-08/FY-09 Transfer (Salt Bin)	(185,701.50)		
- FY-09 Municipal Impact Fee	82,500.00		
- FY-07/08 Municipal Transistion Fee	8,000.00		
- FY-07/08 Municipal Police/Safety Transistion Fee	2,000.00		
- FY-09 Transfers Out	(127,256.51)		
- FY-10 Reimburse PGAV TIF Study from TIF	18,788.40		
- FY-10 Town Center Park Parking Lot	(201,112.76)		
- FY-10 Municipal Impact Fee	104,500.00		
- FY-11 Municipal Impact Fee	151,250.00		
- FY-11 Transfers (Road Study)	(13,000.00)		
- FY-12 Municipal Impact Fee	146,750.00		
- FY-13 Municipal Impact Fee	76,400.00		
- FY-14 Transfer Out-Partial Electric	(3,329.08)		
- FY-14 Transfer out-Partial Signs	(10,552.34)		
- FY-14 Transfer Out-Partial Electric	(68,665.00)		
- FY-14 Municipal Impact Fee	59,200.00		
- FY-15 Municipal Park Impact Fee-Shinning Moon	4,909.46		
- FY-15 Municipal Impact Fee-Town Center	11,198.19		
- FY-15 Municipal Utility Impact Fee-Conservancy	1,000.00		
- FY-15 Municipal Park Impact Fee-Conservancy	5,656.00		
- FY-15 Municipal Impact Fee-Conservancy	5,500.00		
- FY-15 Transfer out-Partial Signs	(7,600.00)		
- FY-15 Town Center Park Expenses	(949,023.43)		
- FY-16 Municipal Utility Impact Fee-Conservancy	3,000.00		
- FY-16 Municipal Park Impact Fee-Conservancy	15,474.00		
- FY-16 Municipal Impact Fee-Conservancy	18,350.00		
<b>Committed - Tree Replacement/Beautification</b>		<b>9,144.28</b>	
- FY-09 Recycling Revenue	2,500.00		
- FY-10 Recycling Revenue	5,000.00		
- FY-10 Tree Replacements	(590.00)		
- FY-12 Recycling Revenue	10,026.40		
- FY-12 Tree Program	(727.50)		
- FY-13 Recycling Revenue	5,000.00		
- FY-14 Sidewalk Replacement	(660.00)		
- FY-14 Tree Program	(4,478.71)		
- FY-14 Recycling Revenue	2,500.00		
- FY-15 Sidewalk Progra,	(500.00)		
- FY-15 Tree Program	(17,984.27)		
- FY-15 AT&T	8,000.00		
- FY-15 Recycling Revenue	350.31		
- FY-16 Recycling Revenue	2,500.00		
- FY-16 Tree Program	(1,791.95)		
<b>Committed - EDUI Funds</b>		<b>23,817.02</b>	
- FY-12 Balance	3,918.55		
- FY-13 Balance	13,710.91		
- FY-14 Balance	6,187.56		
<b>Restricted - Drug Forfeiture</b>		<b>10,803.72</b>	
- Balance	10,803.72		
<b>Committed - Enterprise Fund (Water / Wastewater)</b>		<b>2,917,034.09</b>	
- Balance	2,917,034.09		
<b>Committed - Pass Thru/Escrows</b>		<b>703,687.79</b>	
- Balance	703,687.79		
<b>Total</b>		<b>6,374,034.26</b>	<b>994,526.46</b>
			<b>7,368,560.72</b>

<b>General Fund Revenue Receivable</b>		<b>174,518.71</b>
- State Income Tax Payments Delayed	174,518.71	

<b>Total Unrestricted Funds including Receivables</b>		<b>1,169,045.17</b>
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#### Additional Information

<b>Pass Thru - Balance of Escrow</b>		<b>703,687.79</b>
- TIF #1	56,889.60	
- TIF #2	241,977.94	
- Performance Bonds / Escrows	288,933.56	
- Building Permit-Town Center/Conservancy	17,023.87	
- Impact Fees - Library	51,205.82	
- Impact Fees - School	27,757.00	
- Impact Fees - Fire District	3,500.00	
- Transistion Fees - Fire	2,000.00	
- Transistion Fees - Library	400.00	
- Transistion Fees - School	14,000.00	

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

<b>Total Due Water/Sewer Fund</b>		<b>574,724.39</b>
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**TREASURER'S STATEMENT AS OF June 30, 2015**

	MONTH	YEAR TO DATE		YEAR TO DATE
Beginning Bank Balance:			<u>6,780,950.30</u>	<u>6,746,038.04</u>
Credits:				
General Fund:	<u>793,073.59</u>	<u>1,056,895.04</u>		
Water Fund:	<u>231,223.95</u>	<u>332,208.11</u>		
Motor Fuel Tax (MFT):	<u>15,098.06</u>	<u>31,104.74</u>		
Performance Bonds/Escrow:	<u>59,955.19</u>	<u>86,833.39</u>		
TIF #1	<u>15,257.50</u>	<u>16,776.34</u>		
TIF #2	<u>8,102.01</u>	<u>159,253.16</u>		
Drug Forfeiture:	<u>305.06</u>	<u>881.26</u>		
Total Credits All Funds:	<u>1,123,015.36</u>	<u>1,683,952.04</u>	<u>1,123,015.36</u>	<u>1,683,952.04</u>
Expenses:				
General Fund:	<u>313,821.73</u>	<u>733,615.01</u>		
Water Fund:	<u>196,529.98</u>	<u>286,051.95</u>		
Motor Fuel Tax (MFT):	<u>-</u>	<u>-</u>		
Performance Bond/Escrow:	<u>25,053.23</u>	<u>40,952.40</u>		
TIF #1	<u>-</u>	<u>-</u>		
TIF #2	<u>-</u>	<u>810.00</u>		
Drug Forfeiture:	<u>-</u>	<u>-</u>		
Total Debits All Funds:	<u>535,404.94</u>	<u>1,061,429.36</u>	<u>535,404.94</u>	<u>1,061,429.36</u>
Ending Bank Balance:				
General Fund:	<u>3,213,970.83</u>			
Water Fund:	<u>2,917,034.09</u>			
Motor Fuel Tax (MFT):	<u>523,064.29</u>			
Performance Bond/Escrow:	<u>404,820.25</u>			
TIF #1	<u>56,889.60</u>			
TIF #2	<u>241,977.94</u>			
Drug Forfeiture:	<u>10,803.72</u>			
Total Debits All Funds:	<u>7,368,560.72</u>		<u>7,368,560.72</u>	<u>7,368,560.72</u>

TREASURER'S SIGNATURE:



DATE: July 1, 2015

**GENERAL FUND MONEY MARKET**  
01-00-105

Village of Gilberts:  
Month Closed: January, 2015

<b>Beginning Book Balance:</b>	<u>190,875.28</u>	<b>Previous YTD Credits:</b>	<u>263,821.45</u>
			<u>133,252.17</u>
<b>Deposits (Total):</b>	<u>575,289.21</u>	<b>Current Credits:</b>	<u>659,821.42</u>
		<b>Current YTD Credits:</b>	<u>1,056,895.04</u>
<b>Interest Income:</b>		<b>Previous YTD Debits:</b>	<u>419,793.28</u>
(01-00-341) Money Market:	<u>87.29</u>		<u>26,393.00</u>
(01-00-341) Checking:	<u>2.51</u>	<b>Current Debits:</b>	<u>287,428.73</u>
(01-00-342) Performance Bond:	<u>17.47</u>		
		<b>Current YTD Debits:</b>	<u>733,615.01</u>
<b>Miscellaneous Income:</b>	<u>29.00</u>		
Transfer From Illinois Funds	<u>150,000.00</u>		
Voided Ck #23516	<u>64.00</u>		
Transfer of Garbage Revenue	<u>84,331.94</u>		
CD Interest			
<b>Subtotal:</b>	<u>1,000,696.70</u>	<b>McHenry Savings</b>	<u>942,829.16</u>
		<b>G/F MM Balance:</b>	<u>713,267.97</u>
<b>Checks Written (Total):</b>	<u>287,428.73</u>	<b>IL Funds Balance:</b>	<u>562,740.66</u>
NSF Check		<b>Barrington Bank CD's:</b>	<u>994,133.04</u>
Transfer to P/B (Agency)		<b>G/F CKG Balance:</b>	<u>1,000.00</u>
		<b>Total balance:</b>	<u>3,213,970.83</u>
<b>Ending Check Book Balance:</b>	<u>713,267.97</u>		
<b>Deposits in Transit:</b>			
<b>Outstanding Checks:</b>			
<b>Balance per Bank Statement:</b>	<u>713,267.97</u>		

**Expenditures/Transfers:**

<b>Date:</b>	<b>For:</b>	
<u>6/2/2015</u>	Accounts Payable	<u>28,767.59</u>
<u>6/18/2015</u>	Accounts Payable	<u>127,910.05</u>
	Accounts Payable	
<u>6/1/2015</u>	Health Insurance	<u>18,322.74</u>
<u>6/4/2015</u>	Payroll	<u>48,209.22</u>
<u>6/18/2015</u>	Payroll	<u>64,219.13</u>
	<b>Total:</b>	<u>287,428.73</u>

<b>21542</b>	<b>Deposits:</b>	<b>Direct Deposits</b>	
<u>50.00</u>	<u>21,542.00</u>	T-Mobile	<u>1,983.75</u>
<u>5,212.00</u>	<u>71.34</u>	Kane County	<u>457,823.03</u>
<u>1,000.00</u>	<u>500.00</u>	Nicor	<u>5,103.98</u>
<u>2,335.00</u>	<u>38,394.00</u>	Exelon	<u>10,859.92</u>
<u>2,153.38</u>	<u>15.00</u>		
<u>106.00</u>	<u>75.00</u>		
<u>558.64</u>	<u>7,173.53</u>		
<u>106.00</u>	<u>20.00</u>		
<u>656.00</u>	<u>500.00</u>		
<u>65.00</u>	<u>25.00</u>		
<u>15.00</u>	<u>636.14</u>		
<u>25.00</u>	<u>80.00</u>		
<u>156.00</u>	<u>12,675.00</u>		
<u>621.00</u>	<u>25.00</u>		
<u>90.00</u>	<u>4,637.50</u>		
<b>Total Deposits</b>	<u>99,518.53</u>	<b>Total Direct Deposits</b>	<u>475,770.68</u>
<b>Total Deposits/Direct Deposits:</b>	<u>575,289.21</u>		



GENERAL FUND CHECKING ACCT  
01-00-103

Village of Gilberts:  
Month Closed: June, 2015

Beginning Book Balance:	1,000.00	Previous YTD Credits:	
Deposits (Total):	156,677.64	Current Credits:	
Voided Checks:		Current YTD Credits:	
Check#    Vendor Name:		Previous YTD Debits:	
		Current Debits:	
		Current YTD Debits:	
Total Voided Checks:			
Subtotal:	157,677.64		
	156,677.64		
Checks Written (Total):			
Voided Checks (Total):			
Ending Check Book Balance:	1,000.00		
Deposits in Transit:			
Outstanding Checks:	1,792.33		
Balance per Bank Statement:	2,792.33		

Expenditures/Transfers:

	For:	Amount:
6/2/2015	Accounts Payable	28,767.59
6/18/2015	Accounts Payable	127,910.05
	Accounts Payable-TIF	
	<b>Total:</b>	<b>156,677.64</b>

Outstanding Checks:

Check #:	Amount:	Check #:	Amount:
15048	50.00		
16678	60.00		
22329	120.00		
23248	51.09		
23259	879.97		
23367	51.09		
23409	51.09		
23458	51.09		
23483	44.83		
23504	286.81		
23509	51.36		
23510	95.00		
		<b>Total</b>	<b>1,792.33</b>

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

**Village of Gilberts:**  
**Month Closed: June, 2015**

Beginning Book Balance:	993,968.35	Previous YTD Credits:	
Deposits (Total):		Current Credits:	164.69
Interest:		Current YTD Credits:	
Savings Acct:	164.69	Previous YTD Debits:	
Transferred from CD's		Current Debits:	
		Current YTD Debits:	
Subtotal:	994,133.04		
Checks Written (Total):			
Transferred to CD's			
Ending Check Book Balance:	994,133.04		
Deposits in Transit:			
Outstanding Checks:			
Balance per Bank Statement:	994,133.04		

**Expenditures/Transfers:**

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

**Deposits:**[illegible]

**Total Deposits:** \_\_\_\_\_

**Village of Gilberts  
General Fund  
Certificates of Deposit  
June 30, 2015**

Bank	CD#	Amount	Term	Maturity Date	Interest Rate
Barrington Bank	0940000423-1002	226,329.45	9 months	9/27/2015	.20 APY
Barrington Bank	0940000423-1004	266,468.32	18 months	9/27/2015	.30 APY
Barrington Bank	0940000423-1010	501,335.27	6 months	9/20/2015	.15 APY
 Barrington Bank CD's	 994,133.04				

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

**Village of Gilberts:**  
**Month Closed: June, 2015**

<b>Beginning Book Balance:</b>	<u>942,829.16</u>	<b>Previous YTD Credits:</b>	<u>                    </u>
<b>Deposits (Total):</b>	<u>                    </u>	<b>Current Credits:</b>	<u>-</u>
<b>Interest:</b>	<u>                    </u>	<b>Current YTD Credits:</b>	<u>                    </u>
<b>Savings Acct:</b>	<u>                    </u>	<b>Previous YTD Debits:</b>	<u>                    </u>
<b>Transferred from CD's</b>	<u>                    </u>	<b>Current Debits:</b>	<u>                    </u>
		<b>Current YTD Debits:</b>	<u>                    </u>
<b>Subtotal:</b>	<u>942,829.16</u>		
<b>Checks Written (Total):</b>	<u>                    </u>		
<b>Transferred to CD's</b>	<u>                    </u>		
<b>Ending Check Book Balance:</b>	<u>942,829.16</u>		
<b>Deposits in Transit:</b>	<u>                    </u>		
<b>Outstanding Checks:</b>	<u>                    </u>		
<b>Balance per Bank Statement:</b>	<u>942,829.16</u>		

**Expenditures/Transfers:**

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

**Deposits:**

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**Total Deposits:** \_\_\_\_\_

**Village of Gilberts  
General Fund  
Certificates of Deposit  
June 30, 2015**

Bank	CD#	Amount	Term	Maturity Date	Interest Rate
McHenry Savings Bank	1000040004	251,752.96	1 year	4/4/2016	.70APY
McHenry Savings Bank	1000040202	201,406.84	1 year	4/23/2016	.70APY
McHenry Savings Bank	1000042372	489,669.36	1 year	9/27/2015	.70APY
McHenry Savings Bank	942,829.16				

**Village of Gilberts:**  
**Month Closed: June, 2015**

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

Deposits:		Direct Deposits:	Description:
	74,534.19		
	14,764.50		
	15,707.50		
	15,110.63		
	12,948.59		
Total Deposits/Direct Deposits:		133,065.41	

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

<b>Beginning Book Balance:</b>	<u>224,983.64</u>	<b>Previous YTD Credits:</b>	<u>100,984.16</u>
			<u>7,132.16</u>
<b>Deposits (Total):</b>	<u>223,924.78</u>	<b>Current Credits:</b>	<u>224,091.79</u>
		<b>Current YTD Credits:</b>	<u>332,208.11</u>
<b>Interest Income:</b>		<b>Previous YTD Debits:</b>	<u>89,521.97</u>
(20-00-341) Money Market:	<u>165.72</u>		<u>-</u>
(20-00-341) Checking:	<u>1.29</u>	<b>Current Debits:</b>	<u>196,529.98</u>
		<b>Current YTD Debits:</b>	<u>286,051.95</u>
<b>Voided Check #203258</b>			
<b>Miscellaneous Income:</b>			
<b>Subtotal:</b>	<u>449,075.43</u>	<b>Barrington Bank:</b>	<u>58,520.55</u>
		<b>Barrington Bank CD's:</b>	<u>503,459.18</u>
<b>Checks Written (Total):</b>	<u>111,885.04</u>	<b>Union Bank CD's:</b>	<u>1,200,604.96</u>
<b>Returned Checks</b>	<u>313.00</u>	<b>H2O MM Balance:</b>	<u>252,545.45</u>
<b>Transfer for Garbage</b>	<u>84,331.94</u>	<b>H2O Illinois Funds</b>	<u>900,903.95</u>
		<b>H2O CKG Balance:</b>	<u>1,000.00</u>
<b>Ending Check Book Balance:</b>	<u>252,545.45</u>	<b>Total balance:</b>	<u>2,917,034.09</u>
<b>Deposits in Transit:</b>	<u>2,491.45</u>		
<b>Outstanding Checks:</b>			
<b>Balance per Bank Statement:</b>	<u>252,545.45</u>		

**Expenditures/Transfers:**

<b>Date:</b>	<b>For:</b>	<b>Amount:</b>
<u>6/2/2015</u>	<u>Accounts Payable</u>	<u>11,573.67</u>
<u>6/16/2015</u>	<u>Accounts Payable</u>	<u>73,154.98</u>
<u>6/12/2015</u>	<u>Postage</u>	<u>100.88</u>
<u>6/4/2015</u>	<u>Payroll-Water</u>	<u>11,144.80</u>
<u>6/18/2015</u>	<u>Payroll-Water</u>	<u>11,706.92</u>
<u>6/1/2015</u>	<u>Health Insurance</u>	<u>4,203.79</u>
	<b>Total:</b>	<u>111,885.04</u>

**Deposits:**

<u>3,146.82</u>	<u>851.85</u>	
<u>8,958.79</u>	<u>1,220.32</u>	<b>Direct Deposits</b>
<u>151.00</u>	<u>674.29</u>	
<u>565.00</u>	<u>173.80</u>	
<u>15,242.39</u>	<u>3,212.11</u>	
<u>2,755.69</u>	<u>2,796.01</u>	
<u>11,206.80</u>	<u>3,299.95</u>	
<u>133.00</u>	<u>2,205.68</u>	
<u>462.00</u>	<u>813.20</u>	
<u>9,096.19</u>	<u>1,941.20</u>	
<u>19,219.98</u>	<u>26.00</u>	
<u>506.00</u>	<u>96.80</u>	
<u>1,625.62</u>	<u>1,021.55</u>	
<u>38,157.67</u>	<u>2,545.48</u>	<u>80,024.26</u>
<u>100.00</u>	<u>624.34</u>	
<u>105.01</u>	<u>1,516.17</u>	
<u>156.20</u>	<u>305.00</u>	
<u>200.00</u>	<u>160.00</u>	
<u>4,284.73</u>	<u>1,469.73</u>	
<u>382.70</u>	<u>2,491.45</u>	
<b>Total Deposits:</b>	<u>223,924.78</u>	

**WATER FUND CHECKING ACCT**  
20-00-103

Village of Gilberts:  
Month Closed: June, 2015

<b>Beginning Book Balance:</b>	1,000.00	<b>Previous YTD Credits:</b>	
<b>Deposits (Total):</b>	84,829.53	<b>Current Credits:</b>	
<b>Voided Checks:</b>		<b>Current YTD Credits:</b>	
<b>Check#    Vendor Name:</b>		<b>Previous YTD Debits:</b>	
		<b>Current Debits:</b>	
		<b>Current YTD Debits:</b>	
<b>Total Voided Checks:</b>			
<b>Subtotal:</b>	85,829.53		
<b>Checks Written (Total):</b>	84,829.53		
<b>Ending Check Book Balance:</b>	1,000.00		
<b>Deposits in Transit:</b>			
<b>Outstanding Checks:</b>	92.70		
<b>Balance per Bank Statement:</b>	1,092.70		

<b>Expenditures/Transfers:</b>	<b>Date:</b>	<b>For:</b>	
	6/2/2015	Accounts Payable	11,573.67
	6/16/2015	Accounts Payable	73,154.98
	6/12/2015	Postage	100.88
		<b>Total:</b>	84,829.53

<b>Outstanding Checks:</b>			
<b>Check #:</b>	<b>Amount:</b>	<b>Check #:</b>	<b>Amount:</b>
202350	4.18		
202365	1.19		
204208	8.40		
204630	4.50		
204874	74.43		
		<b>TOTAL</b>	92.70



WATER FUND MONEY MARKET  
20-00-108

Village of Gilberts:  
Month Closed: June, 2015

Beginning Book Balance:	<u>58,517.99</u>	Previous YTD Credits:	<u>                    </u>
Deposits (Total):	<u>                    </u>	Current Credits:	<u>2.56</u>
Interest:		Current YTD Credits:	<u>                    </u>
Savings Acct:	<u>2.56</u>	Previous YTD Debits:	<u>                    </u>
		Current Debits:	<u>                    </u>
		Current YTD Debits:	<u>                    </u>

Subtotal: 58,520.55

Checks Written (Total):                       
Voided Checks (Total):                     

Ending Check Book Balance: 58,520.55  
Deposits in Transit:                       
Outstanding Checks:                       
Balance per Bank Statement: 58,520.55

Expenditures/Transfers:

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

Deposits:

Total Deposits:

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

Village of Gilberts:  
Month Closed: June, 2015

Beginning Book Balance:	<u>503,368.14</u>	Previous YTD Credits:	<u>                    </u>
Deposits (Total):	<u>                    </u>	Current Credits:	<u>91.04</u>
Interest:		Current YTD Credits:	<u>                    </u>
Savings Acct:	<u>91.04</u>	Previous YTD Debits:	<u>                    </u>
		Current Debits:	<u>                    </u>
		Current YTD Debits:	<u>                    </u>

Subtotal: 503,459.18

Checks Written (Total):                       
Voided Checks (Total):                     

Ending Check Book Balance: 503,459.18  
Deposits in Transit:                       
Outstanding Checks:                       
Balance per Bank Statement: 503,459.18

Expenditures/Transfers:

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

Deposits:

Total Deposits:

**Village of Gilberts  
Water Fund  
Certificates of Deposit  
June 30, 2015**

Bank	CD#	Amount	Term	Maturity Date	Interest Rate
Barrington Bank	0940000423-1009	100,591.14	9 months	3/27/2016	.20 APY
Barrington Bank	0940000423-1006	201,181.74	9 months	9/27/2015	.20 APY
Barrington Bank	0940000423-1007	201,686.30	12 months	9/27/2015	.25 APY
Barrington Bank CD's	503,459.18				

WATER FUND  
20-00-107  
Certificates of Deposit

Village of Gilberts:  
Month Closed: June, 2015

Beginning Book Balance:	<u>1,200,604.96</u>	Previous YTD Credits:	<u>                    </u>
Deposits (Total):	<u>                    </u>	Current Credits:	<u>                    </u>
Interest:	<u>                    </u>	Current YTD Credits:	<u>                    </u>
Savings Acct:	<u>                    </u>	Previous YTD Debits:	<u>                    </u>
		Current Debits:	<u>                    </u>
		Current YTD Debits:	<u>                    </u>
Subtotal:	<u>1,200,604.96</u>		

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

Expenditures/Transfers:

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

Deposits:

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

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

**Village of Gilberts  
Water Fund  
Certificates of Deposit  
June 30, 2015**

Bank	CD#	Amount	Term	Maturity Date	Interest Rate
Union National Bank	4176509	391,315.36	12 months	10/12/2015	.56 APY
Union National Bank	4169371	258,179.58	9 months	7/15/2015	.52 APY
Union National Bank	4176517	374,349.47	12 months	10/23/2015	.56 APY
Union National Bank	4169389	176,760.55	12 months	5/22/2016	.56 APY
		1,200,604.96			
Union National CD's	1,200,604.96				



**Village of Gilberts:**  
**Month Closed: June, 2015**

Beginning Book Balance:	130,413.51	Previous YTD Credits:	
Deposits (Total):		Current Credits:	65.05
Interest Income:		Current YTD Credits:	
(30-00-341) Money Market:	65.05	Previous YTD Debits:	
		Current Debits:	
Miscellaneous Income:		Current YTD Debits:	
Subtotal:	130,478.56		
Checks Written (Total):			
Returned Checks (Total):			
Ending Check Book Balance:	130,478.56		
Deposits in Transit:			
Outstanding Checks:			
Balance per Bank Statement:	130,478.56		

**Expenditures/Transfers:**

Date:	For:	Amount:
Total:		

**Deposits:**[illegible]

**Total Deposits:** \_\_\_\_\_

ILLINOIS FIRST MFT MM  
30-00-104

Village of Gilberts:  
Month Closed: June, 2015

Beginning Book Balance:	<u>377,552.72</u>	Previous YTD Credits:	<u>16,006.68</u>
			<u>65.05</u>
Deposits (Total):	<u>15,022.10</u>	Current Credits:	<u>15,033.01</u>
Interest Income:		Current YTD Credits:	<u>31,104.74</u>
(30-00-347) Money Market:	<u>10.91</u>	Previous YTD Debits:	<u>-</u>
		Current Debits:	<u>-</u>
Miscellaneous Income:	<u></u>	Current YTD Debits:	<u>-</u>
Subtotal:	<u>392,585.73</u>	MFT MM Balance	<u>130,478.56</u>
Checks Written (Total):	<u></u>	IL Funds Balance:	<u>392,585.73</u>
Returned Checks (Total):	<u></u>	Total balance:	<u>523,064.29</u>
Ending Check Book Balance:	<u>392,585.73</u>		
Deposits in Transit:	<u></u>		
Outstanding Checks:	<u>-</u>		
Balance per Bank Statement:	<u>392,585.73</u>		

Expenditures/Transfers:

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

Deposits:

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

Total Deposits:



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

Village of Gilberts:  
Month Closed: January, 2015

<b>Beginning Book Balance:</b>	<u>201,791.70</u>	<b>Previous YTD Credits:</b>	<u>26,878.20</u>
			26,393.00
<b>Deposits (Total):</b>	<u>33,562.19</u>	<b>Current Credits:</b>	<u>33,562.19</u>
<b>Interest Income:</b>		<b>Current YTD Credits:</b>	<u>86,833.39</u>
<b>(31-00-341) Money Market:</b>		<b>Previous YTD Debits:</b>	<u>15,899.17</u>
			-
<b>Transfer from G/F</b>		<b>Current Debits:</b>	<u>25,053.23</u>
<b>Miscellaneous Income:</b>		<b>Current YTD Debits:</b>	<u>40,952.40</u>
<b>Subtotal:</b>	<u>235,353.89</u>		
<b>Checks Written (Total):</b>	<u>25,024.23</u>	<b>P/Bond Balance</b>	<u>210,300.66</u>
<b>Transfer to General Fund</b>	<u>29.00</u>	<b>IL Funds Balance:</b>	<u>194,519.59</u>
<b>Transfer to Water Fund</b>			
		<b>Total balance:</b>	<u>404,820.25</u>
<b>Ending Check Book Balance:</b>	<u>210,300.66</u>		
<b>Deposits in Transit:</b>			
<b>Outstanding Checks:</b>	<u>735.00</u>		
<b>Balance per Bank Statement:</b>	<u>211,035.66</u>		
<b>Expenditures/Transfers:</b>			
	<b>Date:</b>	<b>For:</b>	<b>Amount:</b>
	<u>6/2/2015</u>	Accounts Payable	<u>5,868.38</u>
		Bond Release	
		Bond Release	
	<u>6/16/2015</u>	Accounts Payable	<u>19,155.85</u>
		Bond Release	
		Bond Release	
		<b>Total:</b>	<u>25,024.23</u>
<b>Deposits:</b>		<b>Outstanding Checks</b>	
116.00	<u>58.00</u>	302544	<u>135.00</u>
58.00	<u>58.00</u>	302569	<u>106.00</u>
1,008.00	<u>116.00</u>	302755	<u>117.00</u>
15,295.45	<u>15,654.74</u>	303302	<u>29.00</u>
58.00	<u>116.00</u>	303324	<u>58.00</u>
174.00	<u>58.00</u>	303450	<u>58.00</u>
618.00	<u>58.00</u>	303726	<u>58.00</u>
58.00		303737	<u>58.00</u>
58.00		303748	<u>58.00</u>
		303750	<u>58.00</u>
	<u>33,562.19</u>	<b>Total Outstanding Checks</b>	735.00

PERFORMANCE BOND  
ILLINOIS FUNDS MONEY MARKET  
31-00-104

Village of Gilberts:  
Month Closed: June, 2015

Beginning Book Balance:	<u>168,126.59</u>	Previous YTD Credits:	<u>5,606.00</u>
Deposits (Total):	<u></u>	Current Credits:	<u>26,393.00</u>
Interest Income:	<u></u>	Current YTD Credits:	<u>31,999.00</u>
(31-00-341) Money Market:	<u></u>	Previous YTD Debits:	<u></u>
Transfer from G/F (Impact Fees)	<u>26,393.00</u>	Current Debits:	<u>-</u>
Miscellaneous Income:	<u></u>	Current YTD Debits:	<u>-</u>
Subtotal:	<u>194,519.59</u>		
Checks Written (Total):	<u></u>		
Transfer to General Fund	<u></u>		
Ending Check Book Balance:	<u>194,519.59</u>		
Deposits in Transit:	<u></u>		
Outstanding Checks:	<u>11.58</u>		
Balance per Bank Statement:	<u>194,531.17</u>		

Expenditures/Transfers:

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

Deposits:

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





PD DRUG FORFEITURE ACCT  
40-00-105

Village of Gilberts:  
Month Closed: June, 2015

<b>Beginning Book Balance:</b>	10,498.66	<b>Previous YTD Credits:</b>	576.20
<b>Deposits (Total):</b>	300.00	<b>Current Credits:</b>	305.06
<b>Interest Income:</b>	5.06	<b>Current YTD Credits:</b>	881.26
<b>(40-00-341) Money Market:</b>		<b>Previous YTD Debits:</b>	-
		<b>Current Debits:</b>	-
<b>Miscellaneous Income:</b>		<b>Current YTD Debits:</b>	-
<b>Subtotal:</b>	10,803.72		
<b>Checks Written (Total):</b>			
<b>Returned Checks (Total):</b>			
<b>Ending Check Book Balance:</b>	10,803.72		
<b>Deposits in Transit:</b>			
<b>Outstanding Checks:</b>			
<b>Balance per Bank Statement:</b>	10,803.72		

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

<b>Deposits:</b>	
300.00	
300.00	

<b>Total Deposits/Direct Deposits:</b>	
--	--

**Village of Gilberts:**  
**Month Closed: June, 2015**

Subtotal:	135,280.07
Checks Written (Total):	135,280.07
Voided Checks (Total):	
Ending Check Book Balance:	-
Deposits in Transit:	-
Outstanding Checks:	11,149.73
Balance per Bank Statement:	11,149.73

**Expenditures/Transfers:**

Date:	For:	
6/4/2015	Payroll	48,209.22
6/18/2015	Payroll	64,219.13
6/4/2015	Payroll-Water	11,144.80
6/18/2015	Payroll-Water	11,706.92
	Payroll	
	Total:	135,280.07

### Outstanding Checks:

Check #:	Amount:	Check#:	Amount:
18079	176.49		
18084	204.56		
18089	22.15		
18116	176.49	Flex Benefits	10,252.06
18131	209.70	<b>Total:</b>	11,149.73
18146	108.28		

## ROAD IMPROVEMENT FUND BALANCE SHEET

Date	Deposit	Received From	Balance
5/31/2014	\$ 15,731.35	MFT Funds not used	\$ 862,753.24
5/31/2014	\$ 350,000.00	Hennessy Bridge Grant	\$ 1,212,753.24
5/31/2014	\$ 1,003.97	May Road & Bridge	\$ 1,213,757.21
5/31/2014	\$ 50.00	May Overweight	\$ 1,213,807.21
6/30/2014	\$ 150.00	June Overweight	\$ 1,213,957.21
6/30/2014	\$ 2,429.05	June Road & Bridge	\$ 1,216,386.26
7/23/2014	\$ 95.18	July Road & Bridge	\$ 1,216,481.44
7/31/2014	\$ 350.00	July Overweight	\$ 1,216,831.44
8/31/2014	\$ 151.96	August Road & Bridge	\$ 1,216,983.40
9/17/2014	\$ 2,763.60	September Road & Bridge	\$ 1,219,747.00
10/31/2014	\$ 181.07	October Road & Bridge	\$ 1,219,928.07
10/31/2014	\$ 1,070.00	October Overweight	\$ 1,220,998.07
11/30/2014	\$ 400.00	November Overweight	\$ 1,221,398.07
11/30/2014	\$ 119.02	November Road & Bridge	\$ 1,221,517.09
12/31/2014	\$ 50.00	December Overweight	\$ 1,221,567.09
12/31/2014	\$ (8,885.39)	Mason Road Engineering	\$ 1,212,681.70
12/31/2014	\$ (6,840.88)	Old Town Engineering	\$ 1,205,840.82
1/31/2015	\$ 250.00	January Overweight	\$ 1,206,090.82
1/31/2015	\$ (3,287.69)	Mason Road Engineering	\$ 1,202,803.13
1/31/2015	\$ (221,000.40)	Mason Road Work	\$ 981,802.73
2/28/2015	\$ 600.00	February Overweight	\$ 982,402.73
2/28/2015	\$ (3,536.62)	Mason Road Engineering	\$ 978,866.11
2/28/2015	\$ (2,109.60)	Old Town Engineering	\$ 976,756.51
3/31/2015	\$ 130.00	March Overweight	\$ 976,886.51
4/30/2015	\$ (15,354.48)	Old Town Engineering	\$ 961,532.03
4/30/2015	\$ (45,000.00)	Old Town Project	\$ 916,532.03
4/30/2015	\$ (680.00)	Mason Road Engineering	\$ 915,852.03
4/30/2015	\$ 500.00	April Overweight	\$ 916,352.03
4/30/2015	\$ 141,090.19	Transfer for Waste Hauling	\$ 1,057,442.22
4/30/2015	\$ (95,439.60)	Mason Road Work	\$ 962,002.62
5/25/2015	\$ 726.41	May Road & Bridge	\$ 962,729.03
5/31/2015	\$ 200.00	May Overweight	\$ 962,929.03
6/30/2015	\$ (35,160.00)	Mason Road Work	\$ 927,769.03
6/30/2015	\$ (520.00)	Mason Road Engineering	\$ 927,249.03
6/30/2015	\$ (640.00)	Old Town Engineering	\$ 926,609.03
6/30/2015	\$ 2,655.76	June Road & Bridge	\$ 929,264.79
6/30/2015	\$ 100.00	June Overweight	\$ 929,364.79

## ORDINANCE 19-2015

### AN ORDINANCE APPROVING A FINAL PLAN FOR BUILDING IV OF THE PRAIRIE BUSINESS PARK

**WHEREAS**, Interstate Partners LLC has filed a petition with the Village Clerk of the Village of Gilberts, Illinois, for approval of a final plan for Building IV of the Prairie Business Park, in accordance with a Development Agreement and a PUD ordinance/Preliminary Plat approved with the passage of Ordinances 12-2013 and 13-2013, respectively; and,

**WHEREAS**, the Gilberts Plan Commission reviewed the final plan and plat of dedication submittals at their meeting on July \_\_\_, 2015 and recommended approval of the request by a vote of \_\_\_\_; now,

**THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES** of the Village of Gilberts, Kane County, Illinois as follows:

**Section 1.** That the final plan submittal for Building IV of the Prairie Business Park PUD, hereto attached as Exhibit "A", be approved.

**Section 2.** The terms and conditions contained herein shall be binding upon the Owner and specifically enforceable in the Village.

**Section 3.** That each section, paragraph, sentence, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, other than the part affected by such a decision.

**Section 4.** This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law. This ordinance shall be published in pamphlet form.

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

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



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

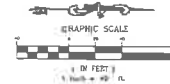
(SEAL)

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

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

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

UN-SUBDIVIDED PROPERTY









**ABBREVIATIONS LEGEND**  
(IN ADDITION TO TITLE SHEET LEGEND)

BC	=	BACK OF CURB
PL	=	PROPERTY LINE
E/E	=	EDGE TO BACK OF CURB
FB	=	FACE OF BUILDING
9CH	=	RIGHT OF WAY
R	=	RADIUS
EW	=	EDGE OF WALK

SITE DATA	
SUB AREA (LOTS 44 THRU 57 AND EASTERY 21.39 OF LOT 58)	74.420 AC
BUILDING SUBMITT- BUILDING FOOTPRINT	450
PAYMENT AREA- TOTAL PAYMENT AREA	412
OPEN AREA- LANDSCAPED OPEN AREA	442
PARKING SUMMARY	
REGULAR PARKING (8'x15' TYP)	234
MANICARD PARKING (18'x18' TYP)	5
TOTAL PARKING SPACES	245
EXISTING PLANTING	0
PROPOSED PLANTING	0

[illegible]

**SURFACE IMPROVEMENT LEGEND**

 EXISTING ROADWAY  
 NEW PAVEMENT  
 NEW CURB  
 NEW SIDEWALK  
 NEW DRAINAGE  
 NEW UTILITIES

**PLAN VIEW**

EXISTING ROADWAY  
 NEW PAVEMENT  
 NEW CURB  
 NEW SIDEWALK  
 NEW DRAINAGE  
 NEW UTILITIES

ROADWAY  
 DRAINAGE  
 SIDEWALK

1" = 100' (HORIZONTAL SCALE)  
 1" = 10' (VERTICAL SCALE)

**BUILDING IV**  
**PRAIRIE BUSINESS PARK, GILBERT'S IL**  
**SITE GEOMETRIC AND PAVING PLAN**

**RWG Engineering, LLC**  
2001 Thompson Road, Suite 100, Raleigh, NC 27601  
919.876.1234 • Fax 919.876.1235 • Email: info@rwgeng.com  
www.rwg-engineering.com

SHEET  
3 of 12

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Project: **Building the**

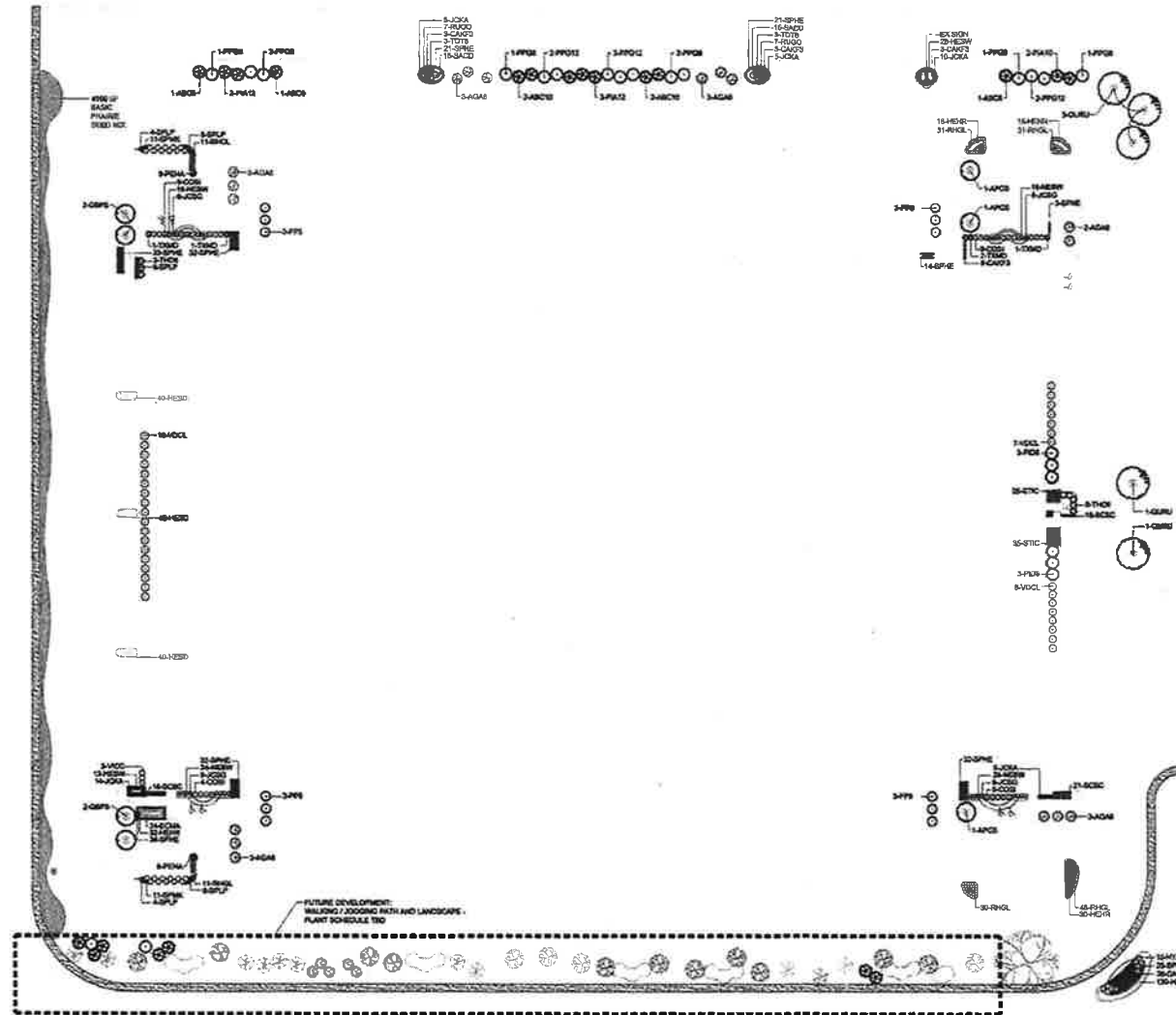
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Estimated By:

DATE	06-14-2005
TIME	08:14:05
REVISION	06-30-2005



Sheet No.  
L1  
1 of 1



COLUMBIAN SAVINGS TRUST				COLUMBIAN NAME	
CDISC	QTY	DATE	ACQUISITION NAME	CDISC	NAME
CDFU	3	12/1/88	Quinn's Choice		Yell Don
COLUMBIAN SAVINGS TRUST				COLUMBIAN NAME	
CDISC	QTY	DATE	ACQUISITION NAME	CDISC	NAME
ACHS	3	2/5/88	First International "Columbia Entry"		Conroy Emily Harvey Knight
QDPS	4	2/5/88	Chicago Bridge Provision Society		Perkins Gary George Jr
COLUMBIAN TRUST				COLUMBIAN NAME	
CDISC	QTY	DATE	ACQUISITION NAME	CDISC	NAME
ACAL	17	8/1/88	Amalgamated & Finance (Int'l) Inc.		Adams Patricia Savary & Son

COMPANY VEHICLES				
VEHICLE	QTY	HL	VEHICLE TYPE / EQUIPMENT	COMPANY NAME
420300	1	32 HL	Team Explorer	Wells Fu
420301	1	32 HL	Team Explorer	Wells Fu
PM12	1	62 HL	Team Elite	Heavy Equip
PM13	1	62 HL	Team Elite	Heavy Equip
PM14	1	62 HL	Team Explorer w/ cameras	Black Hill Sp-A
PM15	1	62 HL	Team Explorer	Campani Drive Equip
PM16	1	62 HL	Team Explorer	Campani Blvd Equip
TH202	1	72 HL	Thug acceleration	American Armors
TC078	1	9 HL	Thug acceleration Teaching	Union Arizona

**LARGE DISCLOSED BUSINESS**

CODE	QTY	UNIT	INSTRUMENT NAME	COMMON NAME
WCL	33	3 pt	Chicago Lyrical T. 1990-1991	Chicago Lyrical T. 1990-1991

**SMALL DISCLOSED BUSINESS**

CODE	27	30	Chemical analysis results	Water and Dr. Edgar
MYLA	10	24	Hydrogen sulfide, hydrogen	Armed hydrogen
SPAL	22	24	Hydrogen sulfide, hydrogen	Min. K. H. H.
WEC	1	30	Hydrogen sulfide, hydrogen	Comp. H. H. H. H. H.

CODE	QTY	SIZE	DESCRIPTION (ELEM)	COLOR/GR. MARK
RHGL	42	34"	Wool Sweater Grey-Lav	Grey Lav Mark
SPJP	57	44"	Wool Sweater "Juni Percol"	Light Percol Sprd
STC	62	34"	Wool Sweater Grey-Lav	Grey-Lav Mark

Investigative Subjects				
NAME	BOY	AGE	SCIENTIFIC NAME	COMMON NAME
JCA	38	4'	Parus carolinensis "King"	Kelly Compact Junco
JSC	38	2'	Colinus virginianus "Joe Street"	Red Green Jaybird

TRAFO	5	24"	2mm common thickness	DRUG TYPE
COKE	OFF	20%	quality 100% pure	COMMON NAME
ECMA	24	4 gm	homemade p. 100%	Marijuana Cannabis
MDA	30	1 gm	homemade 100% white	happy 100% pure
MDA	30	1 gm	homemade 100% white	happy 100% pure

FLUJO	20	1 gm.	Fluorescent Yellow-Green	Shade of lime green
NEJW	41	1 gm.	Neon Yellow-Green, "Sunset Yellow"	Yellow-Haze Dye
NEJBY	60	1 gm.	Neon Yellow-Green, "Sunset Yellow"	Blue-Yellow Green
FLUJO	14	1 gm.	Fluorescent Yellow-Green	Blue-eyed Green
SACD	20	1 gm.	Shade of Yellow-Green	Capitane Dye

CASE	CTY	DOB	POSSIBLE NAME	CELLPHONE NAME
0000	33	3 Oct	Christopher Van Pender	Fred & Fred Green
0001	18	1 Jul	Christopher Van Pender	Western Pacific Coast
0002	5	1 Jul	Christopher Van Pender	John D. Green

3344	25	1 g	Spore-like, translucent	4.1-4.5 (Diameter)
<b>GROWTH DATA</b>				
CASE	QTY	SIZE	INCUBATION TEMPERATURE	COMMON NAME
	4100	9 F	Human Posterior Nasal Lobe	
	100	6 Y	20-25	

CODE	QTY	SIZE	NAME
7ED	CY	Carpet	
7ED	CY	Parquet (Bldg. 10)	

NOTE: ALL TURF AREAS AND GOLF AREAS WILL BE IRRIGATED



PBP - IV  
GILBERT, IL



## PRAIRIE BUSINESS PARK



HARRIS ARCHITECTS, INC.  
WWW.HARRISARCHITECTS.COM 847.303.1155

APPLICATION FOR  
PRELIMINARY & FINAL SUBDIVISION PLAT AND  
FINAL PLANNED UNIT DEVELOPMENT (PUD)

CASE # SP01-2015  
Revision #1: \_\_\_\_\_  
Revision #2: \_\_\_\_\_  
Revision #3: \_\_\_\_\_  
For office use only

Development Name: Prairie Business Park IV Date of Submission: 6/29/2015

I. APPLICANT:

Prairie Business Park IV JV LLC  
Name

Illinois LLC  
Corporation

90 Prairie Parkway  
Street

Gilberts  
City

IL  
State

60136  
Zip Code

Mark Elbecker  
Contact Person

847-428-5303  
Telephone Number

847-428-5342  
Fax Number

Owner / Authorized Member  
Relationship of Applicant to subject Property

Tax Parcel Numbers of Property

02-24-452-027 thru 040

II. ACTION REQUESTED (Check applicable boxes):

- ☐ Preliminary Subdivision Plat  
☒ Final ~~Subdivision Plat~~ Development Plan  
☐ Residential  
☐ Non-Residential

Any additional requests, which are being processed with the Plat (i.e. rezoning, annexation, etc.):

Per Development Agreement for Prairie Business Park

Is this development within the City limits?

- ☒ Yes.  
☐ No, requesting annexation.  
☐ Under review by another governmental agency and requires review due to 1.5 mile jurisdictional requirements.

III. DEVELOPERS STAFF:

Attorney: Steve Blumenthal Telephone Number: 312-761-6840 Fax Number 312-701-6801  
Builder: TBD Telephone Number: \_\_\_\_\_ Fax Number \_\_\_\_\_  
Developer: Interstate Partners Telephone Number: 847 428 5303 Fax Number 847 428 5342  
Engineer: RW6 Engineering LLC Telephone Number: 630-480-7889 Fax Number \_\_\_\_\_

IV. PROJECT DATA:

1. General Location: Lots 44-56 and a portion of Lot 57 of the Final Plot of Subdivision for Prairie Business Park

a. County: \_\_\_\_\_

b. Township: \_\_\_\_\_

c. PIN#(s): 02-24-452-027 thru 040

2. General description of the site: \_\_\_\_\_

3. Existing zoning on the site: ~~PUD~~ PUD / I-1

4. Acreage of the site: ~ 14.7 Acres

5. Character of surrounding area:

	Zoning	Jurisdiction	Existing Land Use	Adopted Village Plan
North				
South				
East				
West				

6. List any deviations being requested from the subdivision standards ( e.g. R.O. W. widths, easements, etc.):

None

7. List Controlling Ordinances (zoning, annexation ordinances, etc. plans, etc.): \_\_\_\_\_

8. Date and name of approved Preliminary Plat (if applicable): \_\_\_\_\_

9. List any deviations being requested from the approved Preliminary Plat (if applicable): \_\_\_\_\_

*NONE*

#### V. PROPOSED DEVELOPMENT:

##### 1. General Land Use Data:

	Residen'l.	Comm'l	Office	Industrial	ROW	Park	School	Private	Other*	Total
No. Of Acres										
% of Total										

\*Please explain: \_\_\_\_\_

2. Describe any non-residential, commercial or industrial portion of the development: \_\_\_\_\_

*Proposed 285,000 +/- SF Industrial Building*

#### VI. SCHOOL AND PARK DONATION REQUIREMENTS (calculation tables must be attached):

1. Required School Donation of \_\_\_\_\_ acres will be met by a \_\_\_\_\_

2. Required Park Donation of \_\_\_\_\_ acres will be met by a \_\_\_\_\_

#### VII. PRIVATE FACILITIES

1. Private open space and recreational facilities include \_\_\_\_\_

which will be maintained by \_\_\_\_\_

# DISCLOSURE OF BENEFICIARIES

Name PRAIRIE BUSINESS PARK IV JV LLC

Address 90 Prairie Parkway Gilberts, IL 60136

2) Nature of Benefit sought: Development Plan Approval

3) Nature of Applicant: (please check one)

- |   |   |
|---|---|
| <input type="checkbox"/> a. Natural Person                    | <input type="checkbox"/> d. Trust/Trustee |
| <input checked="" type="checkbox"/> b. Corporation <u>LLC</u> | <input type="checkbox"/> e. Partnership   |
| <input type="checkbox"/> c. Land Trust/Trustee                | <input type="checkbox"/> f. Joint Venture |

4) If applicant is an entity other than described above, briefly state the nature and characteristics of applicant:

5) If in your answer to Section 3 you checked box b, c, d, e or f. identify by name and address each person or entity which is a 5% shareholder in the case of a corporation, a beneficiary in the case of a trust or land trust, a joint venture in the case of C3Se of a joint venture, or who otherwise has a proprietary interest, interest in profits and losses or right to control such entity:

	Name	Address	Interest
a.	<u>INTERSTATE Partners LLC</u>	<u>90 Prairie Parkway Gilberts, IL</u>	<u>TBD</u>
b.	<u>JSR Properties LTD</u>	<u>60N158 Tyrrell Elgin, IL</u>	<u>TBD</u>
c.			
d.			

6) Name, address and capacity of person making this disclosure on behalf of the applicant:

Mark Elbacher 90 Prairie Parkway Gilberts, IL 60136 / Manager / Authorized Member  
**IMPORTANT NOTE: In the event your answer to Section 5 identifies entities other than a natural person, additional disclosures are required for each entity.**

## VERIFICATION

I, Mark Elbacher being first duly sworn under oath, depose and state that I am the person making this disclosure on behalf of the applicant, that I am duly authorized to make this disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained therein are true in both substance and fact.

Subscribed and Sworn to before me this 29<sup>th</sup> day of June, 2015.



Jeff Possin  
 Notary Public



# Our passion is serving you.

**While many communication providers say they are about service, only WOW! delivers acclaimed service** across a fully-owned and managed local fiber and coax network. We provide businesses of all sizes with responsive service across our carrier grade network. In fact, we seek to deliver a stress-free experience to our customers, based on our core values.

## Internet

- › Business grade cable modem
- › Internet services up to 110Mbps

## Voice

- › Business lines & packages
- › Hosted VoIP
- › SIP & PRI Trunks
- › LD & 800 services

## Data

- › Fiber Ethernet to 10Gbps
- › Dedicated Internet Access
- › MPLS capable local service, SLA backed

## Cloud

- › Cloud computing/ IaaS
- › Backup
- › Disaster recovery
- › Colocation

## Video

- › Private viewing
- › Public viewing
- › Entertainment & Restaurant

## The WOW! Difference

A passion for – and history of – delivering an exceptional customer experience sets us apart from our competitors. Whether it's reaching your WOW! Business account team, or turning up a voice+data+cloud solution with your single-point-of-contact service delivery coordinator, you'll be pleased with the level of attention you receive. The solutions we offer are designed to scale with your business as your needs and hardware change, with pricing that is simple, transparent and competitive.

Our network, designed by MEF-certified engineers, can handle all of your local needs from simple cable-modem internet and digital voice lines to Hosted VoIP or SIP trunks with multipoint Ethernet. And WOW! Business is one of the few major providers with integrated Cloud solutions on-net, designed for all business sizes. So no matter what your need is, your WOW! Business team is pleased to listen and tailor the right solution to your need.

## Our Core Values

Respect | Integrity | Accountability | Servanthood | Courage

## WOW! Key Facts

Established: **1996** | Employees: **3,200** | Markets Served: **19**

- › Local Network: **40,000 route miles owned**
- › Data Centers: **3 on-net facilities**
- › Businesses covered: **500,000 near-fiber**
- › Nationally recognized service culture

**WOW!business™**  
Beyond the usual

[www.wowforbusiness.com](http://www.wowforbusiness.com)

INTERNET | VOICE | DATA | CLOUD | VIDEO

WBOV.S.1408.0

Name  
Title  
Email  
Phone

## FIBER-BASED DATA & VOICE SERVICE LEVEL AGREEMENTS

The Service Level Agreements (SLAs) set forth below are provided for our customers to set appropriate expectations. First and foremost, our priority is to create an exceptional WOW! Experience for our customers and this document is intended to help with that process.

### DATA SERVICE LEVEL AGREEMENT

WOW! Business Data Services will be measured on the basis Network and EVC Availability, Latency, Packet Loss and Jitter and Mean Time to Repair (MTTR), WOW! Business provides coverage of service 24/7/365. The Data Service Level Agreement objectives are described in the following table and below in this SLA:

Service Level Agreement Scopes	Bronze	Silver	Gold	Platinum
Data Network Availability	99%	99.9%	99.9%	99.99%
Bandwidth Utilization AVG %	<95%	<95%	<95%	<95%
Latency – One Way Delay (RTD) Average	<15ms	<15ms	<15ms	<15ms
Packet Loss	<2%	<1.5%	<1%	<.5%
Frame Jitter Average	<8ms	<6ms	<4ms	<2ms
Frame Jitter Maximum	<80ms	<40ms	<20ms	<10ms
Mean Time To Repair (MTTR)	4hrs	4hrs	4hrs	4hrs
Mean Time To Repair (MTTR) – Fiber Cut	10hrs	10hrs	10hrs	10hrs

### VOICE SERVICE LEVEL AGREEMENT

The WOW! Business Voice Service Level Agreement (SLA) set forth below builds upon the Data Services SLA, and is specifically applicable to WOW!'s fiber-based Voice Trunking and iPlex services. Since WOW! Business provides dedicated bandwidth to the Voice Trunking service, the Voice Service SLA provides for performance guarantees inclusive of data and voice network performance. WOW! Business provides coverage of service 24/7/365. The Voice Service Level Agreement objectives are described in the following table and below in the SLA definitions:

Service Level Agreement Scopes	Bronze	Silver	Gold	Platinum
Voice Network Availability	99%	99.9%	99.99%	99.999%
Data Network Availability	99%	99.9%	99.9%	99.99%
Bandwidth Utilization AVG %	<95%	<95%	<95%	<95%
Latency – One Way Delay (RTD) Average	<15ms	<15ms	<15ms	<15ms
Packet Loss	<2%	<1.5%	<1%	<.5%
Frame Jitter Average	<8ms	<6ms	<4ms	<2ms
Frame Jitter Maximum	<80ms	<40ms	<20ms	<10ms
Mean Time To Repair (MTTR)	4hrs	4hrs	4hrs	4hrs
Mean Time To Repair (MTTR) – Fiber Cut	10hrs	10hrs	10hrs	10hrs

## DATA & VOICE SERVICE LEVEL AGREEMENT DEFINITIONS

### Voice Network Availability

**Definition.** Availability is a measurement of the percentage of total time that WOW!'s *centralized voice call processing platform* is operational, is able to process calls, and deliver those calls to the Public Switched Telephone Network (PSTN), when measured over a 30 day period. Service is considered "inoperative" when the following occurs: (i) WOW! provided Data connectivity to the customer site is operational, but WOW! Business cannot process calls to or from the PSTN and the WOW!-provided termination device (point of demarcation) at the customer site where the WOW! Business Voice Service has been provisioned.

**Process.** WOW! Business Services will calculate Customer's "Voice Platform Availability" during a calendar month. "Voice Platform Availability" consists of the number of minutes that the WOW! Business Voice Service was available. "Voice Platform Unavailability" will be associated with any maintenance specific to the WOW! call processing environment. Outages will be counted as Voice Platform Unavailability only if WOW! Business Services notifies Customer of the outage or if Customer opens a trouble ticket, specific to the outage, with the WOW! Business Operations Service Support (BOSS) Team within (30) days of the outage. "Voice Platform Unavailability" will not include Scheduled Maintenance, or any unavailability resulting from (a) Customer's applications or equipment, (b) acts or omissions of Customer or user of the Service authorized by Customer or (c) Force Majeure (see below).

# WOW!Business

## Data Network Availability

**Definition.** Availability is a measurement of the percentage of total time that the service is operational when measured over a 30 day period. Service is considered “inoperative” when either of the following occurs: (i) there is a total loss of signal for the service, (ii) output signal presented to the customer by WOW! Business does not conform to the technical specification listed in this SLA.

**Process.** WOW! Business Services will calculate Customer's "Network Availability" during a calendar month. "Network Availability" consists of the number of minutes that the WOW! Business Services Network was available to Customer. "Network Unavailability" will be associated with any maintenance at the WOW! Business Services data center where Customer's circuit is connected or Customer's server is located on premise connected to the WOW! network. Outages will be counted as Network Unavailability only if WOW! Business Services notifies Customer of the outage or if Customer opens a trouble ticket with WOW! Business Operations Service Support (BOSS) Team within (30) days of the outage. "Network Unavailability" will not include Scheduled Maintenance, or any unavailability resulting from (a) Customer's applications or equipment, (b) acts or omissions of Customer or user of the Service authorized by Customer or (c) Force Majeure (see below).

## Latency

**Definition.** Latency, also known as Frame Delay, is defined as the maximum delay measured for a portion of successfully delivered service frames over and interval of time covering one way delay for Hub to Hub route. Latency is calculated by averaging sample measurements taken during a calendar month between Hub Routers.

$$\frac{\sum (\text{One Way Delay for Hub to Hub route})}{(\text{Total Number of Hubs})} = \text{Latency}$$

## Packet Loss

**Definition.** Packet Loss, also known as Frame Loss, is the difference between the number of service frame transmitted at the ingress UNI and the total number of service frames received at the egress UNI.

## Jitter

**Definition.** Jitter, also known as Frame Delay Variation, is defined as the short-term variations measured for the portion of successfully delivered service frames over an interval of time.

## Mean Time to Repair (MTTR)

**Definition.** MTTR is the average time required to repair service to an operational condition; service is not active or you are experiencing consistent service degradation. The Mean Time to Repair objective is three (3) hours depending on service package related to electronic equipment failure and fiber optic facilities failure from the time a customer calls into the BOSS team and the BOSS team opens a trouble ticket. If the BOSS team receives internal notification first, then the BOSS team will begin resolving the problem based off a trouble ticket. MTTR will start at time of customer call in. For fiber cuts within our network, restoration of service will occur within ten (10) hours depending on service package selected.

## Credits

**Remedy.** To receive credit for SLA non-compliance, Customer must request such credit within 30 days from the date of the non-compliance.

Category	Goal				Remedy for Time Out of Service Beyond SLA			How credit is applied on invoice
	Bronze	Silver	Gold	Platinum				
Voice Network Availability	99%	99.9%	99.9%	99.999%	Less than 1 min at specified SLA = No Credit	1 min up to 4 hrs at specified SLA = 5%	4 hrs up to 8 hours at specified SLA = 10%	As a % of the MRC for the Affected Service
Network Availability	99%	99.9%	99.9%	99.99%	Less than 1 min at specified SLA = No Credit	1 min up to 4 hrs at specified SLA = 5%	4 hrs up to 8 hours at specified SLA = 10%	
Latency	<15 ms				16 – 20ms = 10%	21 – 25ms = 20%	26 – 30 ms = 30%	
Packet Loss	<2%	<1.5%	<1%	<.5%	.5 – 1% over specified SLA = 10%	1 – 2% over specified SLA = 20%	2 – 3% over specified SLA = 30%	

# WOW!Business

Jitter Average	<8ms	<6ms	<4ms	<2ms	1 - 2ms over specified SLA = 10%	2 - 3ms over specified SLA = 20%	4 - 5ms over specified SLA = 30%	
Mean Time to Repair	4hrs	4hrs	4hrs	4hrs	Each cumulative hour of Network Downtime qualifies Customer for a Credit of 1 Day's Charges			Applied to MRC of the Affected Service
Mean Time to Repair – Fiber Cut	10hrs	10hrs	10hrs	10hrs				

## **Epidemic Failure**

In the event that a Wide Open West circuit(s) experiences three (3) or more Outages attributable to the same root cause symptom, (excluding Outages caused by or attributable to a Force Majeure Event, customer or a third party), in each instance in any six (6) month period (the "Epidemic Failure"), customer shall be entitled, in addition to the applicable Outage Credit due up to termination of the circuit if any, to terminate the affected circuit(s) without charge or liability. If customer elects to terminate the circuits associated with the outage, customer will provide Wide Open West, written notice of such termination within sixty (60) days after the applicable Epidemic Failure.

## **Force Majeure**

Any delay in or failure of performance by WOW!Business Services will not be considered a breach of this SLA if and to the extent caused by events beyond its reasonable control, including, but not limited to, acts of God, embargoes, governmental restrictions, strikes, lockouts, work stoppages or other labor difficulties, riots, insurrection, wars, or other military action, acts of terrorism, civil disorders, rebellion, fires, floods, vandalism, or sabotage. WOW!Business Services' obligations hereunder will be suspended to the extent caused by the force majeure so long as the force majeure continues.

## **Metro Ethernet Forum (MEF)**

**Equipment Certified.** Alcatel-Lucent 7210 SAS-M, CALIX 700 GE Optical Network Terminals, CALIX 760 GX-R MDU and SBU Optical Network Terminals are MEF 9 and 14 certified. CALIX 740 GE Optical Network Terminals are MEF 9, 14 and 17 certified.

**WOW! Engineers.** 18 Network and Sales Engineers are MEF certified as of 8/23/13.

## **Service Credit Exceptions; Maximum Credits**

Service credits will not be available in cases where the SLA is not met as a result of: (a) the negligence, acts, or omissions of customer, its employees, contractors, agents, or its end users, including, without limitation, customer failure to comply with the terms of the Service Exhibit; further, time elapsed due to non-responsiveness from customer, or inability to access customer site for purposed of repairing the service, will be deducted from trouble ticket timelines when used in the calculation of SLAs. (b) the failure or malfunction of equipment, applications, or systems not owned or controlled by WOW!; (c) circumstances or causes beyond the control of WOW!, including instances of Force Majeure; or (d) scheduled service maintenance, alteration, or implementation. In the event that customer is entitled to multiple credits under this SLA arising from the same event, such credits will not be cumulative and customer will be entitled to receive only the highest maximum single credit available for such event (e.g., customer will not be entitled to "double credits." Credits are calculated as the percentage of monthly fees for the service(s) affected by the missed objective ("Affected Service"). Credits may not exceed 100% of the monthly fees for the Affected Service. A credit will be applied only to the month in which the event giving rise to the credit occurred. Customer's remedies for any and all claims relating to the Service will be limited to those set forth in this SLA.

## **Language Support**

WOW! answers user calls and support calls in English. Multiple language support is not offered at this time.

Ray Keller, Village Administrator  
Village of Gilberts  
87 Galligan Road  
Gilberts, IL. 60136

Dear Ray,

Rick Bryant and I would like to thank you and Marlene Blocker for meeting with us to discuss your current refuse and recycling service. We would also like to thank you for expressing interest in extending your current agreement. As we mentioned to you, the Village of Gilberts has been a long time partner of MDC Environmental and our goal is to continue that relationship for many years into the future. I have prepared the following proposals for your review and consideration:

**Option I**

**Terms: 5 years**

**Effective Date: May 1<sup>st</sup> 2016**

**Conditions:** Extension of the existing Agreement with the same services. The monthly rate effective May 1<sup>st</sup> 2016 will remain unchanged for the first year of this new Agreement. There will be an annual rate adjustment based on the CPI (Midwest Urban Consumers) starting May 1<sup>st</sup> 2017 for the remaining duration of the new Agreement.

**Option I**

**Terms: 8 years**

**Effective Date: August 1<sup>st</sup> 2015**

**Conditions:** Extension of the existing Agreement with the same services. The monthly rate effective August 1<sup>st</sup> 2015 would be \$19.51. There will be an annual rate adjustment based on the CPI (Midwest Urban Consumers) starting July 1<sup>st</sup> 2016 for years two (2) through five (5) of the Agreement. The rate for the sixth (6) year of the Agreement would remain unchanged from the fifth (5) year. The seventh (7) and the eight (8) year of the Agreement would again be subject to the CPI rate adjustment.

**New Services Offered During Extension Term:**

- A. MDC will provide all transportation necessary for the Village to conduct up to two (2) E-Waste recycling events each year. The Village of Gilberts agrees to provide all manpower/staffing necessary to facilitate the e-waste events, including complying with requirements that e-waste be sorted into separate containers by type. MDC will provide up to five (5) roll-off containers for the Village's use during each event. E-Waste recycling events must be restricted to residents of the Village of Gilberts, and the proposed date of each event must be coordinated with MDC in advance. The Village will be responsible for the cost of the disposal by adding a surcharge to the bill for that month.
- B. MDC will clean and/or exchange the 95 gallon trash cart provided to each residence one time during the term of the contract upon request from the Village.

If you have any questions about this proposal or if there are other services that you would like to consider, please let me know and I will be happy to discuss them with you. I can be reached anytime at 815-965-2861. Thanks again Ray and we look forward to finalizing this extension with your Board of Trustees in the near future.

Sincerely,

Greg Jury  
Municipal Sales Manager  
MDC Environmental Services

## RESOLUTION

## VILLAGE OF GILBERTS

**Authorizing an agreement between the Village of Gilberts and MDC to provide residential waste hauling services**

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

**Section 1:**

The Village of Gilberts hereby authorizes the Village President and Village Clerk to execute a service agreement between the Village of Gilberts and MDC to provide residential waste hauling services and such documents as are necessary and convenient to effectuate 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 1<sup>st</sup> day of March, 2011 by a roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Everett Clark	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Bruce Erbeck	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Nancy Farrell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Pete Cullotta	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Trustee Patricia Mierisch	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Guy Zambetti	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
President Rick Zirk	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPROVED THIS \_\_\_\_ DAY OF April, 2010



Village President, Rick Zirk



ATTEST:

  
Village Clerk, Debra Meadows

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

Village of Gilberts, Illinois  
Residential Waste Disposal Agreement  
May 1, 2011 – April 30, 2016

ORIGINAL

This Agreement (the "Agreement") is made and entered into this 1<sup>st</sup> day of March, 2011 by and between the Village of Gilberts, Illinois (the "Village") and MDC Environmental Services, Inc., (the "Contractor").

**Recitals**

A. The Village issued a "Residential Refuse, Recycling and Yard Waste Collection – Request for Proposal" seeking a qualified and responsible company to provide refuse, recycling, and yard waste collection services for residential properties in the Village, a copy of which is attached to this Agreement as **Exhibit A ("RFP")**.

B. The Contractor submitted a proposal to the Village in response to the RFP, a copy of which is attached to this Agreement as **Exhibit B ("MDC Proposal")**.

C. The Village reviewed the MDC Proposal, among other proposals, and determined that it was in the best interests of the Village and its residents to enter into an Agreement to grant to Contractor the exclusive right to company to provide refuse, recycling, and yard waste collection services for the residential properties in the Village as described more fully in this Agreement.

D. On March 1, 2011, the Village authorized this Agreement according to the terms and conditions contained in this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises and benefits to be derived by the respective parties from this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

1. **Recitals Incorporated.** The Recitals to this Agreement constitute an integral part of this Agreement, which evidences the intent of the parties in executing this Agreement and describe the circumstances surrounding its execution. The Recitals to this Agreement are incorporated herein as an integral part of this Agreement.

2. **Term.** The initial term of this Agreement shall commence on May 1, 2011 and shall terminate on April 30, 2016. This Agreement shall be effective as of May 1, 2011 ("**Effective Date**").

3. **Scope of Franchise.** The Village hereby grants to the Contractor of the exclusive right, privilege, license and franchise to provide for refuse, recycling, and yard waste collection from residential properties within the Village limits, Village governmental locations, and Village sponsored events ("**Village Collections**"), as described more fully in this Agreement.

4. **Non-Included Collections.** The Contractor is not required, under the terms of this Agreement, to pick up or dispose of any article or refuse, or recyclable material not specified



in this Agreement, the RFP, or the Proposal. The Contractor shall provide property owners the option to independently contract with the Contractor to provide service for any non-included collection subject to any and all regulations governing residential, commercial, or industrial refuse and waste collection and providing that such collection does not adversely interfere with Contractor's obligations under this Agreement.

5. **Contractor's Obligations.**

a. **Scope of Work.** The Contractor shall, at its sole cost and expense, provide, perform, and complete all necessary work, labor, services, transportation, equipment, materials, and supplies to perform all of the services described in the RFP and the MDC Proposal, attached to this Agreement as **Exhibits A and B**, and in the manner described in this Agreement (*"Waste Collection Services"*).

b. **Quality.** The Contractor shall perform the Waste Collection Services required in a neat, orderly and efficient manner; shall use due care and diligence in the performance of this Agreement, and shall provide neat, orderly, and courteous employees and personnel on its crews.

c. **Refuse and Recycling Carts.** Contractor shall deliver to each residential address a 95 gallon cart and a 65 gallon cart for use as refuse and recycling receptacles, respectively. The carts shall remain the property of the Contractor. The Contractor shall repair or replace, at its' discretion, any such refuse and recycling carts which are damaged as a result of their handling by Contractor's employees or by ordinary wear and tear. Replacement of carts which are damaged or missing as a result of a resident's misuse or neglect shall be the responsibility of the resident.

d. **Disposal Site – Methods.** All garbage, rubbish or waste, and refuse collected by the Contractor, shall be disposed of by the Contractor at a site provided by the Contractor outside the Village limits. Disposable methods and sites shall be licensed and approved by the Illinois Environmental Protection Agency. Documentation of said license and approval by the EPA shall be supplied upon request from the Village.

e. **Scheduled Pick up Days.** The Waste Collection Services shall be provided in accordance with the Schedule attached as Appendix A to the RFP, unless otherwise modified by agreement of both parties.

f. **Customer Service.** The Contractor shall provide the level of customer service, complaint response, and public informational services that are described in the RFP.

g. **Reporting.** The Contractor shall provide monthly reports to the Village that include, at a minimum, the information set forth in the RFP.

h. **Recordkeeping.** The Contractor shall maintain complete and accurate records as required by the RFP.

i. **No Strike Guarantee.** The Contractor shall be obligated to provide all services in a timely and complete manner, as described in the RFP.

j. **License Fee.** The Village shall not charge a license fee to the Contractor for the Waste Collection Services covered by this Agreement.

6. **Fees and Costs.**

a. **Waste Collection Service Fee.** Each Residential Property Owner shall receive Waste Collection Services as of the Effective Date of this Agreement in exchange for a monthly fee as outlined below for each respective residential property, which shall be paid by the Village ("**Waste Collection Service Fee**"). The Waste Collection Service Fee shall be discounted by 10% from then current rates for any residential property where the head of the household is 65 years of age or older and/or disabled. The Village shall be responsible for determining eligibility for this discount and shall maintain documentation supporting any discounts provided. The Village agrees to make this documentation available for review by the Contractor upon request. The total monthly Waste Collection Service Fee paid to the Contractor by the Village shall be calculated by multiplying the total number of residential properties within the Village limits, as amended from time to time, to determine the total amount the Village owes Contractor on a monthly basis. Contractor shall collect and dispose of Village Collections at no additional expense to the Village other than the fees described herein as they relate to the residential properties.

Period	Monthly Rate
5/1/2011 - 4/30/2012	\$17.85
5/1/2012 - 4/30/2013	\$18.39
5/1/2013 - 4/30/2014	\$18.94
5/1/2014 - 4/30/2015	\$19.51
5/1/2015 - 4/30/2016	\$20.09

b. **Invoicing.** Contractor shall invoice the Village on a monthly basis for the Waste Collection Services described herein. The Village shall pay Contractor within thirty (30) days of receipt of each respective invoice.

c. **Franchise Fee.** The Contractor shall pay the Village a Franchise Fee in an amount equal to five percent (5%) of the Contractor's base billings to the Village for the Waste Collection Services, said payments to be made on such date(s) agreed upon by the Village and the Contractor.

d. **Recycle Revenue Sharing.** The Contractor shall remit to the Village fifty percent (50%) of its gross profits from the sale of recyclable material collected in the Village as governed by this Agreement. Gross profit is defined as the gross revenues derived from the sale of the recyclable materials less the direct cost of collection of such materials. Direct costs shall include equipment, labor, fuel and all transportation costs involved in delivering the recyclables to the processing center. The Contractor shall supply the Village with a report detailing the volume of recyclable material collected under this Agreement, the Gross Revenues derived from the sale of said material, and the direct costs involved in the collection and transportation of said material. This report shall be provided by the Contractor on a calendar

quarter basis, and any payments due and owing the Village under this Paragraph shall be remitted by the Contractor to the Village within 45 days of the end of each calendar quarter.

7. **Insurance.** The Contractor shall provide adequate insurance and performance security in the amounts and of the type required by the RFP.

8. **Indemnification.** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold the Village, its officers, officials, employees, agents, consultants and volunteers harmless from and against any and all liability, claims and attorney's fees, costs and expenses of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the Service or performance of work or failure to perform under the terms of this Contract, including, but not limited to, any negligent or intentional acts or omissions of Contractor, or any employee, agent, representative or subcontractor of the Contractor. This obligation to indemnify shall survive the termination and/or expiration of this Agreement. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

9. **Notice.** All notification required by this Agreement shall be in writing and shall be delivered or mailed by the Contractor to the Village at 87 Galligan Road, Gilberts, IL 60136, or at such other place as the Contractor is subsequently notified in writing. Notice by the Village to the Contractor shall be delivered or mailed to Pete Lyons 5450 Wansford Way, Suite 200, Rockford, Illinois 61109 and to John Holmstrom III, 1401 North Second Street, Rockford, Illinois 61107. All mailed notice shall be sent by first class mail (collectively "Notice").

10. **Independent Contractor Not Employed.** The Contractor is and shall be considered as an independent contractor and neither the Contractor nor its employees are or are to be considered as employees or agents of the Village.

11. **Conflict; Interpretation.** In the event of any inconsistency or conflict between the terms of this Agreement, the RFP attached as Exhibit A, and the MDC Proposal attached as Exhibit B, the following documents shall control, in order of priority: (1) the RFP, (2) the MDC Proposal, (3) this Agreement.

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

- a. **Cure by Contractor.** The Village may require the Contractor, within a reasonable time, to complete or correct all or any part of the Waste Collection Services that are the subject of the Event of Default; and to take any or all other

action necessary to bring the Contractor and the Waste Collection Services into compliance with this Agreement.

- b. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.
- c. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Contractor or as a result of actions taken by the Village in response to any Event of Default by the Contractor.

If at any time during the course of the Contract, the Contractor fails to provide services to the majority of residential properties within any zone of the Village on the scheduled day (except in the case of the holidays specified above, acts of God, civil unrest or other factors beyond the control of the Contractor), the Contractor shall notify the Village that the Contractor is in "Default" under the Contract. If a similar violation should occur once more within the three (3) week period following the week of the original Default it shall be considered a material breach of this Contract and grounds for its immediate termination.

13. **Miscellaneous.**

a. The Village shall cooperate with Contractor to provide account information and billing addresses for each residential property to be served by this Agreement.

b. If any word, term, phrase, sentence or paragraph of this Agreement is held invalid, the validity of the remainder shall not be affected.

c. This Agreement is not assignable by either party without the permission of the other, except that the Contractor may assign this Agreement to a corporate affiliate upon notice to the Village. In the event of a sale of Contractor to an unrelated third party, the Contractor may not assign this Agreement without the express written consent of the Village, which shall not be unreasonably withheld. In the event of an assignment, the terms and obligations of this Agreement shall be binding on the assignee and the respective rights, benefits and obligations of the parties shall inure to the benefit of the parties, and their respective heirs, successors and assigns.

d. The applicable laws of the State of Illinois shall govern the making, execution, interpretation and enforcement of this Agreement without regard for choice of law.

e. The Contractor shall, at its sole cost, comply at all times with all laws, ordinances, and regulations of the Village of Gilberts, the County of Kane, the State of Illinois, and the United States, in the performance of Service under the Agreement, including, but not limited to environmental laws and regulations.

f. Time is of the essence to all provisions and terms of this Agreement.

g. At the expiration of the Term of this Agreement, the Village and Contractor may renegotiate a new agreement for a similar length of term.

h. This Agreement constitutes the entire agreement between the parties, replaces any prior verbal or written understanding and may not be modified except by an instrument in writing signed by the parties.

i. Contractor agrees to maintain all records and documents related to this Agreement in accordance with the Freedom of Information Act, 5 ILCS 140 et seq. In addition, Contractor shall produce records which are responsive to a request received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, Contractor shall so notify the Village, and if possible, the Village shall request an extension of time so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

This Agreement is executed for the parties by their respective authorized persons on the date set forth in the caption by:

MDC ENVIRONMENTAL SERVICES, INC.

By:



Its:

vice president

VILLAGE OF GILBERTS

By:

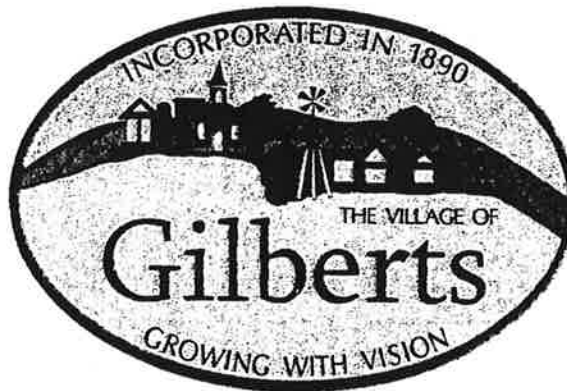


Its:

PRESIDENT

Exhibit "A"

**RESIDENTIAL REFUSE, RECYCLING  
AND YARD WASTE COLLECTION  
REQUEST FOR PROPOSAL (RFP)**



**VILLAGE OF GILBERTS**

87 Galligan Road

Gilberts, IL 60136

Phone: (847) 428-2861

Fax: (847) 428-2955

[www.villageofgilberts.com](http://www.villageofgilberts.com)

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## 1) Project Overview

The Village of Gilberts (the "Village"), a community of 6,364 located in Kane County, Illinois is seeking one qualified and responsible company (the "Contractor") to provide refuse, recycling and yard waste collection services. The Contractor shall collect refuse, recyclable materials and yard waste once each week from every residence in the Village without regard to the number of refuse containers (with the exceptions listed in this RFP) and dispose of the same in an environmentally safe and responsible manner in accordance with the provisions of this RFP.

### A) Exclusive Franchise Contract

It is the intent of the Village to award the Contractor the sole exclusive franchise contract, license, and privilege to collect refuse, recyclable material, and yard waste from every residence in the Village.

The Contractor shall be an independent contractor as to the work, notwithstanding that in certain respects the Contractor is required to follow the direction of the Village. The Contractor is in no respect an agent, servant or employee of the Village.

### B) Exclusive Franchise Contract Exclusion

The exclusive franchise contract will exclude refuse, recycling, and yard waste collection for non-residential customers and any construction waste or recyclables, save for elsewhere specified in this RFP.

### C) Term of Contract

The initial term of the franchise contract to collect refuse, recyclable material and yard waste from every residence in the Village shall be for an initial term of **three (3) years commencing on May 1, 2011 and ending April 30, 2014, with two (2) year one-year extensions at the Village's option.** The Village shall be free to solicit bids or requests for proposals from other contractors for a new exclusive franchise contract, and the Contractor shall be free to bid for such contract or submit its proposal, as the case may be.

## 2) Scope of Service

### A) Scope of Disposal

The Contractor shall furnish at its expense and without liability to the Village, all labor, equipment, vehicles, implements, materials and transportation necessary and proper to provide an adequate, uninterrupted and sanitary scavenger and curbside recycling service for the removal and disposal of all refuse, recyclable materials and yard waste during the term of the franchise contract and in accordance with the methods and procedures specified herein.

**B) Examination of Service Area**

It is the responsibility of the Contractor to be completely informed of all conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the refuse, recycling and yard waste collection services as specified in this RFP. This includes, but is not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and other factors that would affect the execution and/or completion of the services covered by the specifications in this RFP.

As of October 2010, the Village has identified 1,750 MOL residential households receiving service. The total does not reflect any changes based upon the 2010 census.

**C) Weekly Collection / Same Day Service**

1,414 - 2,130  
715 - 2,130  
curb side  
service

The Village desires to establish a one-day schedule for the collection of refuse, recycling and yard waste from all residences. The Contractor shall provide waste collection services throughout the Village on the same day of the week. The Contractor's proposal shall identify which day(s) of the week collection services will be provided, and whether there is a premium or discount on the rate associated with a specific collection day.

**D) Point of Collection**

Refuse, recyclable materials, and yard waste materials shall be collected from receptacles placed at the curb (or edge of pavement where there is no curb) of the public street in front of the residence to be served.

Refuse and recyclable material from buildings owned or leased by the Village shall be collected from receptacles at a reasonably accessible location designated by the Village Administrator.

**E) Collection Procedure**

The Contractor shall not allow garbage, refuse, recyclable materials or landscape waste to scatter nor spread as a result of the scavenger's service provided within the Village. Any garbage, refuse, recyclable materials or landscape waste spilled on the yard or street shall be picked up prior to leaving the site of collection. The Contractor shall carry on each collection vehicle not less than one broom and shovel to clean up any garbage, refuse, recyclable materials, or landscape waste spilled. The Contractor shall be responsible for any real and/or personal property damage caused by its employees, and or agents. Garbage containers shall be replaced to the same locations as found after emptying and shall be replaced in the same condition. Garbage containers, which have been substantially damaged through the fault of the Contractor, shall be replaced by the Contractor with containers of like kind and quality as those damaged. Contractor shall not be responsible for plastic containers of insufficient strength that may crack from exposure to freezing temperatures.

**F) Hours of Collection**

No refuse, recyclable materials and yard waste pickups shall be collected prior to 7:00 a.m. or no later than 6:00 p.m. central time. Notice of expected delays due to inclement weather or heavy volumes such as during the leaf collection season shall be reported to the office of the Village Administrator in a timely manner prior to the anticipated delay. In those cases all efforts will be made to complete the routes within a reasonable amount of time on the same collection day.

**G) Holidays**

Holidays to be observed by the Contractor are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event that a holiday falls on a weekday, refuse, recycling and yard waste collection services shall be delayed one day after the recognized holiday that week and that week only. Collection shall also be provided on Saturday, if necessary, as the result of the holiday.

**3) Refuse Collection**

**A) General Service**

The Contractor is required to provide refuse collection once each week from every residence in the Village and dispose of the same in an environmentally safe and responsible manner in accordance with the provisions of this Contract (the "Service").

**B) Refuse Receptacles**

Refuse which is not readily storable in refuse containers shall be collected by the Contractor if it is stacked neatly alongside of refuse containers on regular refuse collection days.

**C) Unlimited Pick-up**

The customer shall be permitted to put an unlimited number of trash containers out for pick-up as long as this material is the result of weekly accumulation or weekend cleanup projects. Unlimited refuse collection shall include bulk items (e.g. discarded furniture) and small amounts of construction debris and materials that one person can load into the collection vehicle.

**D) Construction Material**

The Contractor shall pick up small amounts of construction materials as described above. In the event large amounts of construction materials are placed on the curb that exceed the agreed upon weight/size limits, the customer shall be responsible for arranging special pickups for the removal and disposal of those materials. The Contractor shall provide a customer with an estimate of the cost of a special pickup service, with the cost specified in writing prior to rendering the service. Special

pickups are to be picked up within one week after a cost estimate is given, or otherwise agreed to by the customer.

**E) White Goods and Special Pickups**

All other solid waste not otherwise specified (including white goods) shall be collected and disposed of in unlimited quantity as a special pick-up. Special pick-ups shall be accomplished within one week after cost estimate is given, or as otherwise agreed to by the customer. The Contractor shall provide a customer with an estimate of the cost of a special pickup service, with the cost specified in writing prior to rendering the service. Special pickups are to be picked up within one week after a cost estimate is given, or otherwise agreed to by the customer.

**F) Refuse Toters**

The Contractor will provide each customer either a 96 gallon refuse toter (receptacle with a lid and wheels) or a smaller 60-70 gallon refuse toter, at the customer's option. The Contractor shall specify the size of the smaller toter to be offered to customers. Proposals shall specify the rental rate and/or purchase price of additional toters that may be rented and/or purchased by the customer.

**G) Additional Service**

On request, the Contractor shall provide the residents of the Village with any additional disposal service beyond that herein described for all types of refuse material including earth, sod, rocks, concrete, excavations and other materials (except for poisonous and toxic materials and large quantities of liquid requiring tanker truck disposal equipment) for the actual cost to the Contractor of removal of such materials, but in no event shall the Contractor be required to collect such materials for excavating and other construction contractors.

**4) Recycling Collection**

**A) General Service**

The Contractor is required to provide comingled recycling collection once each week from every residence in the Village to coincide with refuse/landscaping waste pickups.

**B) Minimum Recyclable Materials to be Collected**

- 1) PAPER ITEMS
  - a) Magazines and Catalogs
  - b) Telephone Directories
  - c) Generic Brown Paper Bags
  - d) Junk Mail
  - e) Mix Papers
  - f) Paperboard (Chipboard)
  - g) Wet Strength Carrier Stock

- 2) ASEPTIC PACKAGING
  - a) Milk Cartons
  - b) Juice Boxes
- 3) PLASTIC
  - a) PET (#1) Plastic Bottles and Containers
  - b) HDPE (#2) Plastic Bottles and Containers
  - c) Plastic 6 & 12 Pack Rings
- 4) METAL
  - a) Aluminum Cans, Foil, Baking Trays/Pie Plates
  - b) Steel or Tin Cans
  - c) Aerosol Cans
- 5) GLASS
  - a) Bottles and Jars
  - b) Brown, Green, Blue and Clear Glass

**C) Recycling Receptacles**

The Contractor will provide each customer a 64 gallon recycling toter (receptacle with a lid and wheels). At no additional expense to the customer, the contractor will provide the option of either a 96 gallon or 30-40 gallon toter as a substitute. The Contractor shall specify the size of the smaller toter to be offered to customers. Proposals shall specify the rental rate and/or purchase price of additional toters that may be rented and/or purchased by the customer.

**D) Non-Conforming Recycling Receptacles**

Ordinarily there will be no more than one recyclable material container placed at the curb by the occupants of each residence. However, residents will be allowed to supplement the single container with a generic container if the recycle toter is not large enough to accommodate a resident's needs. Recyclable material packed in such generic containers shall be collected by the Contractor with all other recyclable material.

**E) Recyclable Material Disposition**

The Contractor shall, at least once a month, transport all recyclable material to a recyclable material processing facility which is actually engaged in the business of reusing or recycling such materials. Any and all recyclable material processing facilities which may receive recyclable material collected through the service herein described, and the intended use of the processed material, shall be subject to approval by the Village.

## **5) Yard Waste Collection**

### **A) Yard Waste Season**

Yard Waste will be collected during the designated yard waste season, beginning April 1<sup>st</sup> and ending between December 1<sup>st</sup> and December 15<sup>th</sup>, to be specified by the Contractor in the proposal.

### **B) General Service**

The Contractor is required to provide yard waste collection once each week to coincide with refuse collection service. Yard waste collection and disposal services shall be provided at no additional charge to Village residents.

### **C) Yard Waste Receptacles**

All yard waste shall be placed in water proof plastic or metal container with a tight fitting cover, or a biodegradable Kraft bag, of a size no larger than 34 gallons and not exceeding 50 pounds in weight.

### **D) Fall Leaf Pick-up**

The Contractor will provide ~~x~~ fall leaf pick-up from October 1<sup>st</sup> through December 15<sup>th</sup> each year. The leaves need to be contained in permitted yard waste bags or a container. There will be no limit in the number of bags.

### **E) Christmas Tree Recycling**

The Contractor shall pickup discarded Christmas trees placed curbside after the Christmas holidays until January 31. Discarded Christmas trees shall be picked up at no additional charge to the customer and shall be considered included in the refuse collection and recycling program.

### **F) Yard Waste Disposal**

The Contractor shall transport all yard waste materials to a yard waste composting site which meets the requirements of the specifications and provisions of all applicable laws.

## **6) General Requirements**

### **A) Municipal Facilities**

The Contractor will provide the services hereinabove described, at all Village facilities, including the collection and recycling of mixed office paper and other recyclables, together with the collection and disposal of bar screen and grit chamber wastes generated by the Village sewage treatment plants, as well as roll-off containers

for yard waste collected at Public Works at no charge to the Village. Below is a list of Village facilities to be served:

- 1) Village Hall 87 Galligan Road- 1 x 96 gallon garbage toter, 2 x 96 gallon recycling toters
- 2) Public Works, 73 Industrial Drive- 6-yard garbage container, 1 x 96 gallon recycling toter
- 3) Old Public Works Building, 84 Tower Hill Road – 2-yard garbage toter, 2 x 96 gallon garbage toters
- 4) Water Building, 320 Raymond Drive- 1 x 96 gallon garbage toter, 2-yard garbage container
- 5) Waste Treatment Plant, 281 Raymond Dr. – 2 x 96 gallon garbage toters
- 6) Police Department, 86 Railroad St.- 2-yard garbage container, 1 x 96 gallon recycling toter
- 7) Fire Department, 11 East Higgins Road- 2-yard garbage container, 1 x 96 gallon recycling toter
- 8) Town Center Park, 301 Columbia Lane – 4 x 96 gallon garbage toters, 1 x 96 gallon recycling toter
- 9) Memorial Park, 355 Tyrrell Road – 6 x 96 gallon garbage toters, 2 x 96 gallon recycling toters
- 10) Waitcus Park, 16 Higgins Road – 2 x 96 gallon garbage toters, 1 x 96 gallon recycling toter

**B) Special Events**

The Contractor will provide the necessary services to Gilberts Community Days, Easter Egg Hunt, Fall Bonfire, and spring/summer/fall sports seasons at Waitcus, Memorial and Town Center Parks. These services would include refuse and recycling services as well as portable rest room facilities along with hand washing stations and ADA accessible rest rooms, as needed, at no charge to the Village. The minimum number of portable toilets, hand washing stations and dumpsters for said events shall be as follows, unless otherwise specified in advance by the Village:

- 1) Gilberts Community Days (August- 2 days)
  - a. 5 total portable toilets (4 regular 1 ADA)
  - b. 3 hand wash stations
  - c. 35 x 96 gal wheeled toter (20 garbage 15 recycle)



- 2) Easter Egg Hunt (March/April - 1 day)
  - a. 3 total portable toilets (2 regular 1 ADA)
  - b. 1 hand wash station
  - c. 5 x 96 gal wheeled toter (3 garbage 2 recycle)
- 3) Fall Bonfire (October – 1 day)
  - 5 a. ~~3~~ total portable toilets (4 regular 1 ADA)
  - b. 1 hand wash stations
  - c. 5 x 96 gal wheeled toter (3 garbage 2 recycle)
- 4) Sports seasons (April 1 through October 31)
  - a. Waitcus Park - 2 total portable toilets ( 1 regular 1 ADA), 1 hand wash station,
  - b. Memorial Park - 3 total portable toilets ( 2 regular 1 ADA), 1 hand wash station
  - c. Town Center Park 4 total portable toilets (3 regular 1 ADA), 1 hand wash station

**C) No Strike Guarantee**

The Contractor shall continue to provide all services in a timely and complete manner, in the event of any labor stoppage or slow down. The contractor shall be obligated to take all reasonable and necessary steps to secure, at its sole expense, replacement employees and or subcontractors to perform its obligations under any contract.

**D) Disaster Clean-Up Services**

In the event of a disaster, as declared by the Village President, the Contractor will provide upon request, additional vehicles, equipment and employees to maintain a normal collection schedule or as nearly practical a schedule agreeable to the Village. The Contractor will be responsible for servicing the Village in a timely manner.

In addition, the Contractor and the Village will negotiate a fee to be paid for any additional services that may be required during an emergency, such as providing roll-off dumpsters and any additional curbside pick-ups. If an agreement cannot be reached between the Contractor and the Village, the Village will be able to pursue the necessary services from another company.

**E) Vehicles**

Vehicles shall be fully enclosed, leak proof, and operated in such a way that no refuse, recyclables, or yard waste can leak, spill or blow off a vehicle. The Contractor shall be responsible for the immediate collection and clean up of any litter that is caused by the failure to properly secure materials.

The Village reserves the right to inspect the Contractor's equipment solely for the purpose of determining compliance with the franchise contract. A list of the necessary vehicles to complete the services as specified in the RFP must be provided by completing Appendix C.

**F) Service Implementation**

All aspects of the refuse, recycling and yard waste collection service selected by the Village must be implemented by May 1, 2011.

**7) Compensation**

**A) Rates**

The Contractor agrees to provide, for the term of the contract, the once-a-week residential refuse, recycling and yard waste collection as provided in the specifications of this RFP. The Contractor will provide their proposed rates, as summarized on the form in Appendix A. The same rate(s) is to be applied regardless of the size of garbage or recycling totes selected by the customers.

**B) Billing**

Charges for service shall be collected by the Village. The Contractor shall provide billing information to the Village in a format and on a schedule mutually agreed upon to establish bi-monthly billing to coincide with the Village's water billing schedule.

**C) Franchise Fee**

The Contractor will pay the Village a franchise fee in an amount equal to five percent (5%) of the Contractor's total billings for the service for refuse, recycling and yard waste collection, payable for the previous two-month billing period on dates agreed upon by the Village.

**D) Recycling Revenue Sharing**

The Contractor shall remit to the Village fifty percent (50%) of its gross profits from the sale of recyclable material collected in the Village. All recycling revenue, accompanied by a report on the volumes and current market prices for recycled materials, remitted to the Village payable on a schedule agreed upon by the Village and the Contractor.

**E) Senior/Disability Discount**

The Contractor shall offer a 10% discount to any household where the head of the household is 65 years of age or older and/or is disabled.

**F) Price Change**

The cost of refuse, recycling and yard waste collection as summarized on form Appendix A shall be amended annually in accordance with the proposal forms. The price changes shall be effective on May 1<sup>st</sup> of each year of the franchise contract. The contractor may also provide information/rates on services available to non-residential

customers on form Appendix B. This information will be made available to Gilberts non-residential customers as a courtesy.

**G) Change in Law**

The fees provided above in this section shall include any and all charges, taxes and fees for the collection, transportation and disposal of all refuse and yard waste collected and the transportation and processing and disposition of all recyclable materials. The Contractor shall pay all sales, use, property, income and other taxes that are lawfully assessed against the Village or the contractor in connection with the Contractor's facilities and for all licenses, permits, certificates of authorities, and inspections required for this work. In the event there is a change or addition in new local, state or federal rules, ordinances, regulations, taxes or government charges, that affects the Contractor's cost of providing the service, such as a sales tax on services, other than property taxes, the Contractor may adjust the established rates accordingly. Any changes in rates must be supported by documentation. Upon discussion, if an agreement can be reached, then the agreed upon price shall be passed on to the customer.

**H) Records**

The Contractor shall maintain complete and accurate books, records and accounts showing its total quarterly billings for the collection service in the Village, and gross receipts from the sale of recyclable materials during the term of the Contract. Such books and records shall be made available for examination and audit by the Village at any time during business hours.

**8) Public Awareness**

**A) Holiday Notification**

The Contractor shall assist the Village with notifying the residents of their collection days and changes in service schedules due to holidays throughout the duration of the franchise contract.

**B) Maintain Schedule of Pick-up**

The Contractor shall continue to pick up garbage throughout the Village on the same day(s) of the week as proposed on Appendix A of this RFP during the term of the franchise contract (the "Schedule"). The Schedule shall not be changed without the consent of the Village nor without giving a minimum of sixty (60) days written notice to the Village. The Contractor shall also publish the pending schedule change at least three (3) times in a newspaper of general circulation in the Village.

**C) Informational Brochure**

The Contractor shall create, supply and maintain throughout the term of the franchise contract an informational brochure to the Village for distribution to new residents and

residents upon request. The brochure should inform residents of the aspects included in the residential refuse, recycling and yard waste collection service. The Contractor and Village shall mutually agree upon the contents of the informational brochure. The Contractor shall provide informational brochures for annual disbursement to all customers within the Village and 100 copies for distribution at Village Hall. The Contractor shall also provide the informational brochure in a digital format to be posted on the Village's and the Contractor's websites.

## **9) Reporting & Customer Service**

### **A) Monthly Reporting Requirements**

The Contractor shall provide the Village with the following monthly reports:

- 1) Complaints: A report of all resident complaints, the dates and times of such complaints, and the corrective action taken by the Contractor with respect to each complaint.
- 2) Refuse: A report on the status of the refuse collection program, including an account of the volume of refuse collected each month and the disposition of same.
- 3) Recycling: A report on the status of the curbside recycling program, including an account of weekly and monthly participation rates, the volume of recyclable materials collected and deposited at any and all material processing facilities, revenues collected from the material processing facilities, and summaries of any problems encountered with program implementation.
- 4) Yard Waste: A report on the status of the yard waste collection program, including the volume of yard waste collected (separated into amounts of leaves and grass) and deposited at each yard waste processing facility, and summaries of problems encountered with program implementation.

### **B) Complaint Response**

The Contractor shall maintain an office equipped with sufficient telephones and personnel to provide prompt, courteous and efficient service for Gilberts residents wishing to request service, or file complaints by telephone or in person, Monday through Friday (except holidays) from 8:30 a.m. until 4:30 p.m. Every complaint shall be given prompt, courteous attention. In the case of alleged missed collections, the Contractor shall investigate, and, if such allegation is verified, shall make the collection within 24 hours after the complaint is received. The Contractor shall notify the Village of any complaints received and corrective actions taken.

### **C) Contact**

The Contractor shall provide a point of contact to the Village to handle any issues relative to the franchise contract as well as any complaints received by the Village regarding the refuse, recycling and yard waste collection services provided by the

Contractor. The Contractor shall also provide contact information for after-hours emergencies.

## **10) General Provisions**

### **A) Compliance with Laws**

The Contractor shall covenant and agree to comply at all times with all laws, ordinances, and regulations of the Village of Gilberts, the County of Kane, the State of Illinois, and the United States, in the performance of Service under the Agreement, including, but not limited to environmental laws and regulations.

### **B) Adherence to Schedule**

The Contractor shall carefully adhere to the Schedule. Time shall be of the essence of the Contract. Failure of the Contractor to adhere to the Schedule shall be a material breach of this Contract and grounds for its immediate termination.

The Contractor shall not be excused for failure to comply with the Village-approved Schedule by reason of any street or other construction work performed by the Village or its contractors. The Village reserves the right to construct any improvement or to permit any construction in any street, which may have the effect, for a time, of preventing the Contractor from traveling its accustomed route or routes for collection. The Contractor shall continue to collect the refuse, recyclable material, and yard waste by a reasonably acceptable method to the same extent as though no interference existed upon the streets formerly traversed, without extra cost to Village residents.

### **C) Notice of Default Required**

If at any time during the course of the Contract the Contractor shall collect waste from any zone of the Village on a day other than the scheduled day (except in case of the holidays specified above) the Contractor shall notify the Village that the Contractor is in "Default" under the Contract. If a similar violation should occur once more within the three (3) week period following the week of the original Default it shall be considered a material breach of this Contract and grounds for its immediate termination.

### **D) Indemnification**

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold the Village, its officers, officials, employees, agents, consultants and volunteers harmless from and against any and all liability, claims and attorney's fees, costs and expenses of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the Service or performance of work or failure to perform under the terms of this Contract, including, but not limited to, any negligent or intentional acts or omissions of Contractor, or any employee, agent, representative or subcontractor of the Contractor. This obligation to indemnify shall survive the

termination and/or expiration of this Agreement. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

**E) Performance Bond**

The Contractor shall furnish an acceptable Performance Bond not later than ten (10) working days following the execution of the Franchise Agreement, executed by a surety company having a policy rating of at least A- and a financial rating of at least VIII in the latest edition of A.M. Best's Insurance Guide and licensed to do business in the State of Illinois, in the penal sum of Five Hundred Thousand (\$500,000.00) Dollars, subject to annual renewal by Continuation Certificate, and subject to thirty (30) days written notice by certified mail to the Village by the surety company of any decision not to issue a Continuation Certificate. Said bond shall indemnify the Village against any loss resulting from any breach or failure of performance by the Contractor.

**F) Insurance**

The Contractor shall obtain and maintain in full force and effect throughout the duration of this Contract, and any extension or renewal thereof, the following minimum insurance coverage's at Contractor's sole cost:

- 1) Comprehensive general liability and property damage insurance with limits of not less than \$5,000,000.00 for each occurrence and in the aggregate for bodily injury and property damage combined \$5,000,000.00.
- 2) Comprehensive automobile liability of \$5,000,000.00 for bodily injury and property damage combined for each occurrence.
- 3) Worker's Compensation Insurance as required by statute, and employer's liability insurance with limits of not less than \$500,000.00 each employee for bodily injury by accident or \$500,000.00 each employee or bodily injury by disease.

The Village shall be named as an additional insured except on the worker's compensation policy.

The Contractor shall have the option to have the above primary limits less than required, with an umbrella policy providing the excess liability; provided, however, that the Village is named as additional insured under such umbrella policy. Contractor shall secure the required insurance from an insurance company acceptable to the Village and shall provide the Village with certificates of insurance within 10 days of the date of execution of this Contract. The certificate shall include a provision that requires thirty (30) days prior written notice to the Village of any cancellation, reduction or change in coverage of any policy indicated on said certificate by certified mail, return receipt requested.

Prior to the beginning of the term of this Contract, the Contractor shall furnish the Village with above described Certificates of Insurance and Certificate of Coverage and applicable policy endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of any insurance obligations herein.

All coverages required herein shall be primary insurance as respects the Village, its officials, officers, employees, volunteers and agents. Any insurance of self-insurance maintained by the Village, its officials, officers, employees, volunteers and agents shall be in excess of insurance maintained by the Village, and shall not contribute with said coverages/insurance.

Insurance companies which obtain a rating from A.M. Best, that rating shall be no less than A- VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A- VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable. All insurance required herein shall be placed with insurers licensed to do business in the State of Illinois and licensed by the Illinois Department of Insurance.

**G) Equal Employment Opportunity**

Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. paragraph 2000a, et seq.) and the Illinois Human Rights Act (775 ILCS 5/1-101, et seq.) including:

- 1) Refraining from unlawful discrimination in employment and undertake affirmative action to eliminate the effects of any past discrimination.
- 2) Comply with the procedures and requirements of the Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.

Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may reasonably request.

**H) Independent Contractor Not Employed**

The Contractor is and shall be considered as an independent contractor and neither the Contractor nor its employees are or are to be considered as employees or agents of the Village.

**I) Right of Inspection**

The Contractor shall, upon reasonable notice, make accessible for inspection by the Village, every landfill, incinerator, transfer station, recycling facility, and yard waste disposal site which receives waste from the Village as a result of the Contract.

**J) Additional Requirements**

The Contractor at all times shall maintain access to disposal facilities approved by IEPA, the necessary financial resources, the vehicles, equipment and supplies, personnel, permits and licenses required to perform the Services, all in accordance with the specifications and provisions contained in the Contract.

**K) Change in Service**

If the Village should wish to change the type or scope of service provided during the term of the franchise contract, the Village shall have the option to initiate the change in service by notifying the Contractor in writing at least 30 days prior to when a proposed change in service would begin. The Village and the Contractor shall agree to negotiate the terms and price of such a change in service after proper notice has been given. In the event that the Village and Contractor are unable to agree to alternate terms, the existing franchise contract shall remain in force or be terminated, in accordance with the provisions of the contract.

**L) Flow and Transportation of Refuse**

Should a transfer station or similar garbage transportation and/or processing facility be located within the Village of Gilberts during the contract period, the Contractor shall be required to dispose of all refuse collected from Gilberts customers at the Gilberts facility.

**11) Contents of Proposals**

**A) Contractor Qualifications**

- 1) Provide an executive summary of your company which includes the company's name, address, phone/fax numbers and website address as well as a brief background description of the company's experience (including the number of years the company has been in business and the current number of customers).
- 2) Provide contact information for the person submitting your company's proposal. This information should include name, title, phone/fax numbers, mailing address and email address.
- 3) Provide a list of municipalities, along with contact names and information, where your company currently holds or held a franchise contract, within the last five years, for the collection of residential refuse, recycling, and yard waste.



- 4) Provide a description on how your company will implement and provide services as provided in this RFP, including a brief history of the firm and its experience, qualifications and success in providing these Services.
- 5) Provide a breakdown of the number of vehicles to be used in the execution of the franchise contract, including refuse, recycling and yard waste collection. At the minimum, these Vehicles listed shall display the name of the Contractor, a local phone number, and a vehicle identification number which are clearly visible on both sides. The list shall be provided by completing Appendix C.

**B) Financial Proposal**

- 1) Describe the firm's proposed fee for providing the Services as provided in this RFP per month, per household. This information is to be summarized on the form in Appendix A.
- 2) Proposals may include optional services available to non-residential customers in Gilberts, as summarized in Appendix B. This information will be made available to Gilberts' businesses and institutions as a courtesy.

**C) Contractual Arrangements**

The awarded Contractor will be required to execute the franchise contract for the services outlined in this RFP.

**D) Proposal Security**

Each proposal shall be accompanied by a proposal security, which shall be in the form of certified check or a bank cashier's check in the amount of twenty-five thousand dollars (\$25,000), made payable to the Village of Gilberts. Proposals submitted without the required security shall be rejected.

The Village may grant a request of proposal withdrawal, if a written request is received prior to the specified deadline for proposals to be submitted.

After formal notification by the Village that a contract award decision has been made, the proposal security of the successful Contractor shall be retained until the required performance bond has been received by the Village, at which time the proposal security will be returned to the successful Contractor. In the event that the awarded Contractor withdraws its proposal, or neglects or refuses to enter into a contract with the Village, the Contractor shall forfeit the proposal security and shall be liable for any damages the Village may thereby suffer.

Proposal securities of the unsuccessful contractors shall be held until the successful Contractor's performance bond is received, at which time the proposal securities will be promptly returned to the unsuccessful contractors.

bid  
bond?

**E) Proposal Deadline**

All proposals must be received at the Gilberts Village Hall, 87 Galligan Road, Gilberts, IL 60136 by 4:30 p.m., Monday, November 22, 2010. Proposals received after the deadline will not be accepted.

Any questions concerning this RFP will be directed to Mr. William Beith, 847-428-2861 or [wbeith@villageofgilberts.com](mailto:wbeith@villageofgilberts.com). The Village will determine whether any addenda should be issued as a result of any questions raised or other matters raised.

Three (3) bound paper copies of the proposal and a digital copy of the proposal in .pdf format must be received at Village Hall by the deadline. The digital copy can be submitted on a CD with the paper copies or can be emailed to the above email address.

**F) Pre-Proposal Meeting**

Prospective contractors are strongly encouraged to attend a pre-proposal meeting to discuss the collection services as set in this RFP and to have any clarification questions answered. The pre-proposal meeting shall take place on Wednesday, October 27 at 10:30 a.m. in the Gilberts Village Hall, Council Chambers, 87 Galligan Road, Gilberts, IL 60136.

**12) Basis of Selection**

The Village of Gilberts will evaluate proposals, and if a vendor is selected, the vendor will be selected on the basis of:

1. The Contractor's plan to provide the Village of Gilberts with the services as specified in the RFP.
2. The Contractor's experience in providing services similar to those described in this request for proposal and demonstrated ability to provide the services outlined in the Contractor's plan.
3. The Contractor's references from municipalities where the Contractor currently holds or held a service contract within the last five years.
4. The Contractor's financial proposal.
5. Any other factors relevant to the Contractor's capacity and willingness to satisfy the Village of Gilberts.
6. The Village of Gilberts has the right to reject all proposals or request additional information.

## Appendix A

### Contractor Proposal Form

<b>Company Name (DBA if applicable)</b>	
<b>Address:</b>	
<b>Phone:</b>	
<b>Fax:</b>	
<b>Email:</b>	
<b>Website:</b>	
<b>President/CEO:</b>	
<b>Proposal Contact: (if different)</b>	
<b>Contact phone (if different)</b>	
<b>Contact email (if different)</b>	

Enter the proposed residential rate and day of pick up. Are there any discounts or premiums to the proposed rate based on which day Village selects? If so, what is rate for each day of the week?

Proposed Residential Rates:					
Rate Effective Date:	May 1, 2011	May 1, 2012	May 1, 2013	Option Year May 1, 2014	Option Year May 1, 2015
Pickup date:					
MONDAY					
TUESDAY					
WEDNESDAY					
THURSDAY					
FRIDAY					

The Contractor's rate proposal shall include the provision of one refuse toter and one recycling toter to each customer. Provide below the rental rate and/or purchase cost of additional toter(s), if available from the Contractor.

<b>Rental Rate for Additional Optional Toter:</b>					
<b>Contract Year</b>	<b>May 1, 2011</b>	<b>May 1, 2012</b>	<b>May 1, 2013</b>	<b>Option Year May 1, 2014</b>	<b>Option Year May 1, 2015</b>
Additional garbage toter (any size)					
Additional recycle toter (any size)					
<b>Cost of Additional Toter to Purchase:</b>					
96-gallon garbage toter:					
64-gallon garbage toter:					
96-gallon recycling toter:					
64-gallon recycling toter:					
35+/- recycling toter:					

Contractors are invited to summarize optional services that may be offered to Gilberts' residential customers, if selected as the franchise Contractor.

## Appendix B

### Optional Services Offered

This RFP is for residential waste, recycling and yard waste collection services and does not include non-residential customers. Contractors are invited to provide information about services and rates that may be available to the 130+/- non-residential customers in Gilberts. This information will be made available to Gilberts businesses and institutions as a courtesy.

Please provide a rate summary sheet for services offered to non-residential customers, including but not limited to:

- 96-gallon garbage toter / 64-gallon recycling toter
- Commercial Refuse Rate (per yard)
- Commercial Recycling Rate (per yard)
- Roll-off Transportation (per load)
- Roll-off Disposal (per ton)

Summarize other services available to Gilberts non-residential customers, including contact information for non-residential customers.

## Appendix C

### Vehicle Inventory Form

Please list the number of vehicles which will be used to provide refuse, recycling and yard waste collection services as described in this RFP. At the minimum, these Vehicles listed shall display the name of the Contractor, a local phone number, and a vehicle identification number which are clearly visible on both sides.

1) Number of vehicles used for one-day collection:

Refuse \_\_\_\_\_

Recycling \_\_\_\_\_

Yard Waste \_\_\_\_\_

Exhibit "B"



1050 Greenlee Street, Marengo, IL 60152  
815-568-7274

November 22, 2010

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

RE: Residential Refuse, Recycling and Yard Waste Collection RFP

Dear Mr. Beith,


Attached please find MDC Environmental Services, Inc.'s submission per the RFP issued by the Village.

MDC is excited about the possibility of partnering with the Village of Gilberts. MDC is locally owned, locally managed and all of our customer service functions are performed in Marengo, IL. We believe that we offer a level of customer service that is unmatched by our competitors. With over 40 years of experience serving the refuse and recycling needs of Kane and McHenry counties, MDC possesses both the experience and the personnel sought by the Village of Gilberts.

MDC has the flexibility to adapt to changing needs within the Village. I would be willing to meet with you at any time to discuss the contents of this proposal, and, if necessary, to adapt the proposal to address any concerns the Village may have.

Thank you for considering our proposal. If you have any questions, I can be reached at (815) 568-7274 or via email at [gregyork@mdces.com](mailto:gregyork@mdces.com). As always, please accept our best wishes for the continued prosperity of the Village.

MDC Environmental Services, Inc.

  
Greg York  
General Manager

# Appendix A

## Contractor Proposal Form

<b>Company Name (DBA if applicable)</b>	MDC Environmental Services, Inc.
<b>Address:</b>	1050 Greenlee St., Marengo IL 60152
<b>Phone:</b>	815-568-7274
<b>Fax:</b>	815-568-5424
<b>Email:</b>	<a href="mailto:gregyork@mdces.com">gregyork@mdces.com</a>
<b>Website:</b>	<a href="http://www.mdces.com">www.mdces.com</a>
<b>President/CEO:</b>	Gary Marzorati
<b>Proposal Contact: (if different)</b>	Greg York
<b>Contact phone (if different)</b>	
<b>Contact email (if different)</b>	

Enter the proposed residential rate and day of pick up. Are there any discounts or premiums to the proposed rate based on which day Village selects? If so, what is rate for each day of the week?

Proposed Residential Rates:					
Rate Effective Date:	May 1, 2011	May 1, 2012	May 1, 2013	Option Year May 1, 2014	Option Year May 1, 2015
Pickup date:					
MONDAY					
TUESDAY					
WEDNESDAY					
THURSDAY	\$18.85	CPI not less than 3%	CPI not less than 3%		
FRIDAY	X	X	X		

X signifies two day pickup. Thursday and Friday. Approximately 50% of the residential units in the Village will be collected each day.



The Contractor's rate proposal shall include the provision of one refuse toter and one recycling toter to each customer. Provide below the rental rate and/or purchase cost of additional toter(s), if available from the Contractor.

<b>Rental Rate for Additional Optional Toter:</b>					
<b>Contract Year</b>	<b>May 1, 2011</b>	<b>May 1, 2012</b>	<b>May 1, 2013</b>	<b>Option Year May 1, 2014</b>	<b>Option Year May 1, 2015</b>
Additional garbage toter (any size)	\$1.25 per Month	\$1.25 per Month	\$1.25 per Month	\$1.25 per Month	\$1.25 per Month
Additional recycle toter (any size)	\$1.25 per Month	\$1.25 per Month	\$1.25 per Month	\$1.25 per Month	\$1.25 per Month
<b>Cost of Additional Toter to Purchase:</b>					
96-gallon garbage toter:	\$50.00 per tote	Market Price	Market Price	Market Price	Market Price
64-gallon garbage toter:	\$50.00 per tote	Market Price	Market Price	Market Price	Market Price
96-gallon recycling toter:	\$50.00 per tote	Market Price	Market Price	Market Price	Market Price
64-gallon recycling toter:	\$50.00 per tote	Market Price	Market Price	Market Price	Market Price
35+1- recycling toter:	\$50.00 per tote	Market Price	Market Price	Market Price	Market Price

Contractors are invited to summarize optional services that may be offered to Gilberts' residential customers, if selected as the franchise Contractor.

**Special collections and temporary containers are available for remodeling or roofing projects, garage clean-outs, etc.**

## Appendix B

# Contractor Alternate Proposal

<b>Company Name (DBA if applicable)</b>	MDC Environmental Services, Inc.
<b>Address:</b>	1050 Greenlee St., Marengo IL 60152
<b>Phone:</b>	815-568-7274
<b>Fax:</b>	815-568-5424
<b>Email:</b>	<a href="mailto:gregyork@mdces.com">gregyork@mdces.com</a>
<b>Website:</b>	<a href="http://www.mdces.com">www.mdces.com</a>
<b>President/CEO:</b>	Gary Marzorati
<b>Proposal Contact: (if different)</b>	Greg York
<b>Contact phone (if different)</b>	
<b>Contact email (if different)</b>	

Enter the proposed residential rate and day of pick up. Are there any discounts or premiums to the proposed rate based on which day Village selects? If so, what is rate for each day of the week?

Proposed Residential Rates for a five year contract:					
Rate Effective Date:	May 1, 2011	May 1, 2012	May 1, 2013	May 1, 2014	May 1, 2015
Pickup date:					
MONDAY					
TUESDAY					
WEDNESDAY					
THURSDAY	\$17.85	CPI Not less than 3%	CPI Not less than 3%	CPI Not less than 3%	CPI Not less than 3%
FRIDAY	X	X	X	X	X

X signifies two day pickup, Thursday and Friday. Approximately 50% of the residential units in the Village will be collected each day.



1050 Greenlee Street, Marengo, IL 60152  
815-568-7274

**RFP – Residential Refuse, Recycling and Yard Waste Collection  
Village of Gilberts**

**Contractor Qualifications:**

**Company Name:** MDC Environmental Services, Inc. (f/k/a Marengo Disposal Company)  
**Address:** 1050 Greenlee Street  
Marengo, IL 60152  
**Phone:** (815) 568-7274  
**Fax:** (815) 568-5424  
**Website:** [www.mdces.com](http://www.mdces.com)

MDC Environmental Services, Inc. was formed in 1967 as Marengo Disposal Company. What started as a 5 person business has since grown (along with our affiliates) to be one of the 25 largest refuse and recycling companies in North America, according to the September 2010 issue of "Waste Age" magazine.

Our goal is simple: to consistently deliver outstanding customer service at a competitive price. We are proud to be locally-owned and locally-managed. Our Customer Service Telephone Center is located in Marengo, IL. We believe that local people are best situated to respond to local issues, and we take our commitment to our customers seriously. MDC is currently the exclusive hauler for 11 municipalities in McHenry/Kane/Boone counties. Along with our sister companies, MDC provides refuse and recycling services to over 150,000 households and businesses across Northern Illinois.

**Contractor Contact Information:**

Greg York, General Manager  
MDC Environmental Services, Inc.  
1050 Greenlee Street  
Marengo, IL 60152

(815) 568-7274 ext 100 (phone)  
(815) 568-5424 (fax)  
(815) 970-1692 (cell)

**Current Municipalities holding franchise contracts with MDC Environmental Services, Inc.**

Village of Huntley	Dave Johnson	(847) 515-5240
City of Marengo	Deborah Nier	(815) 568-7112
Village of Union	Robert Wagner	(815) 923-4153
City of Crystal Lake	Gary Mayerhoffer	(815) 459-2020
City of Woodstock	Tim Clifton	(815) 338-4300
Village of Lakewood	Catherine Peterson	(815) 459-3025
City of McHenry	Doug Maxiener	(815) 363-2108
Village of McCollum Lake	Terry Counley	(815) 385-2211
Village of Wonder Lake	Steve Weir	(815) 728-0839
City of Harvard	Dave Nelson	(815) 963-6468
Village of Capron	Kimberly Moore	(815) 569-2351

**MDC Implementation Plan for Village of Gilberts:**

MDC has over 40 years of experience in refuse and recycling collection, and the management team in Marengo has over 100 years of combined experience in the waste industry.

In the past several years, MDC has successfully implemented “cart-based” refuse programs for 5 communities in the McHenry County area. Combined, these programs required the distribution and set up of over 40,000 refuse and recycling carts. We have established relationships with manufacturers of garbage carts, and any inventory needs for the Village could be met in approximately 30 days. Distribution of the carts would typically require 2 days. MDC would of course coordinate delivery efforts with the existing hauler in order to minimize impact on Village residents.

MDC’s most recent implementation programs occurred in the Village of Huntley and the City of Crystal Lake. Both municipalities were extremely pleased with the overall implementation timeline and execution.

MDC intends to collect refuse and recycling in the Village of Gilberts using fully automated garbage trucks. These trucks use automated “arms” to grasp the garbage cans and empty them into the truck without intervention from the employee. These automated systems are faster, safer, cleaner, and more environmentally sound than the garbage trucks of the past. MDC’s proposal is based upon a two day collection within the Village limits. Approximately 50% of the households will have their refuse, recycling and yard waste collected each Thursday, and the remaining 50% of households each Friday.

MDC also has the advantage of owning and operating our own MSW landfill (Winnebago Landfill in Rockford, IL). By controlling our own landfill, we are insulated from the outside market forces that can impact our competitors.

## Appendix B

### Optional Services Offered

This RFP is for residential waste, recycling and yard waste collection services and does not include non-residential customers. Contractors are invited to provide information about services and rates that may be available to the 130+/- non-residential customers in Gilberts. This information will be made available to Gilberts businesses and institutions as a courtesy.

Please provide a rate summary sheet for services offered to non-residential customers, including but not limited to:

- 96-gallon garbage toter / 64-gallon recycling toter
- Commercial Refuse Rate (per yard)
- Commercial Recycling Rate (per yard)

**MDC offers all types of services to Commercial and Industrial accounts. Container sizes are available (for both refuse and recycling) from 65g up to 10 cubic yards. Compactor units are available for businesses having large volume needs. Collection frequency can be from 1 to 6 days per week. Recycling services are also offered, both for co-mingled office type recyclables and corrugated cardboard.**

- Roll-off Transportation (per load)
- Roll-off Disposal (per ton)

**MDC offers both permanent and temporary roll-off containers. Available sizes range from 14 cubic yards to 30 cubic yards. Compactor units (up to 40 cubic yards) are also available for large users. Our roll-off fleet is radio dispatched through our CSR facility in Marengo, and the vast majority of our customers receive same-day service.**

**Pricing for commercial and industrial services is dependent upon many factors, including the volume of material (i.e. container size), the frequency of collection, and the type of material being discarded. Please contact MDC at (815) 568-7274 for a customized quote for your services.**

Summarize other services available to Gilberts non-residential customers, including contact information for non-residential customers.

**Our affiliate company, William Charles Environmental Services, provides transportation, disposal and remediation services for hazardous waste and industrial special waste streams. By utilizing the services of both MDC and William Charles Environmental, an industrial company can consolidate their waste removal services through a single vendor.**

**MDC would be happy to provide a “waste audit” for your business. We can review your processes, determine your waste streams, and customize a program designed to reduce your waste, recycle more and save you money. Please call (815) 568-7274 and ask for a Commercial Sales Representative. We will come to your business and develop a program specifically tailored to your needs.**

## Appendix C

### Vehicle Inventory Form

Please list the number of vehicles which will be used to provide refuse, recycling and yard waste collection services as described in this RFP. At the minimum, these Vehicles listed shall display the name of the Contractor, a local phone number, and a vehicle identification number which are clearly visible on both sides.

1) Number of vehicles used for **Two day** collection:

Refuse            1

Recycling        1

Yard Waste      1

2005	AUTOCAR WXLL64 LEACH	5VCHC6MEX5H202035	P556291
2005	AUTOCAR WXLL64 LEACH	5VCHC6ME35H202037	P556292
2005	AUTOCAR WXLL64 LEACH	5VCHC6ME85H202034	P556293
2008	AUTOCAR WXLL64 MCNEILUS 25 YD	5VCHC6JF38H207286	P652210
2008	AUTOCAR WXLL64 MCNEILUS 25 YD	5VCHC6JF78H207288	P652211
2009	AUTOCAR WXLL64 MCNEILUS 25 YD	5VCHC6JF79H209317	33268R
1992	IH Leach 2RII 20 yd	1HTSHNURXNH406662	20906Q
1997	IH 2RII	1HTGHAAR3VH388637	5976 Q
1994	WHITE 2R	4V2DCFMD2RN677458	33013R
2004	AUTOCAR	5VCHC6LE84N195054	27234R
1996	VOLVO	4V5DCFMD3TR728193	7859R
2003	AUTOCAR WXLL64 GOLIATH	5VCHL6LE64N195148	27227R
2003	AUTOCAR WXLL64 GOLIATH	5VCHJ6LE84N195152	27233R
2003	AUTOCAR WXLL64 GOLIATH	5VCHL6LEX4N195153	19900R
2003	AUTOCAR WXLL64 GOLIATH	5VCHL6LE74N195157	27226R
2003	AUTOCAR WXLL64 GOLIATH	5VCHL6LE64N195151	19899R
2003	AUTOCAR WXLL64 GOLIATH	5VCHC6LE83N194971	33014R
2003	AUTOCAR WXLL64 GOLIATH	5VCHC6LEX3N194972	33011R
2004	AUTOCAR WXLL64 GOLIATH	5VCHC6LE04N195047	27228R
1995	WHITE 2R	4V2DCFMD15N696265	33012R
2001	VOLVO WXLL64 LEACH 2RII	4V2HC6UE11N307701	35061R
2001	VOLVO WXLL64 LEACH 2RII	4V2HC6UE31N307702	15245 R
2002	VOLVO WXLL64 EZ PACK FRONT	4V2HC6UE62N329730	27230R
2002	VOLVO WXLL64 EZ PACK FRONT	4V2HC6UE82N329731	16710 R
2000	VOLVO	4V2HC2UEXYN252247	16716 R

## VILLAGE OF GILBERTS

### INTERIM POLICY FOR DISPLAY OF SIGNS IN VILLAGE PARKS BY AUTHORIZED ORGANIZATIONS

#### I. Introduction and Purpose

The Village's parks are primarily intended for recreational uses. In order to better control the use of its parks for recreational activities, the Village has entered into license agreements with recreational organizations to schedule league play and other activities. These license agreements do not currently allow the recreational organizations to place banners or other signs in the Village's parks to market or advertise their activities in Village parks.

The Village has determined that it would be in the best interest of the Village and its residents to authorize organizations that have license agreements with the Village to use the Village's parks to display a limited number of signs in the parks, on a trial basis, as described in this policy.

This policy is not intended to create an open forum that would allow the display of any sign by any individual, organization, or entity within the Village's parks, which parks are owned and controlled by the Village. Instead, the purpose of this policy is to allow organizations that have entered into license agreements to use the Village's parks to display signs that advertise the organization's activities that are held or will be held at any Village park.

#### II. General

Only organizations that have a license agreement with the Village to use the Village's parks are authorized to display banners or signage under this interim policy ("**Authorized Organization**").

The Village Administrator or designee is responsible for administering this interim policy.

The Village reserves the right to require an Authorized Organization to relocate or remove a sign for any reason and at any time.

The Village also reserves the right to terminate, revoke, or otherwise modify this policy at any time and for any reason, and to incorporate the authorizations provided in this interim policy into existing or future license agreements with Authorized Organizations.

#### III. Sign Regulations

This interim policy allows an Authorized Organization to display signs in the park, subject to the following limitations:

##### A. Number of Signs:

Each Authorized Organization is permitted to display no more than 2 signs in the Village's parks at any one time. Only 1 sign may be placed at any single park location.

##### B. Size of Each Sign:

An individual sign may not exceed 32 square feet in total sign area or 48 inches (4 feet) in height by 96 inches (8 feet) in width.



**C. Time Limitation:**

An individual sign may be displayed for a maximum of 30 days. In addition, a sign must be removed within 48 hours after the activity or event that is being advertised has concluded.

**D. Location of Signs:**

Signs permitted by this interim policy may be placed on the fencing for the baseball diamonds located only at the following parks:

Memorial Park

Waitcus Park

Town Center Park

**IV. Acknowledgement**

By signing this policy, the undersigned Authorized Organization acknowledges that it has read and understands the policy, and agrees to comply with the terms and conditions of the policy in displaying signage in the Village's parks.

**Authorized Organization**

Name:

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Phone:

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Signature:

By: 

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Its: 

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