


Village of Gilberts

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

Village Administrator Memorandum 68-15

TO: President Rick Zirk
Board of Trustees

FROM: Ray Keller, Village Administrator 

DATE: August 14, 2015

RE: Village Board Meeting – August 18, 2015

The following summary discusses the agenda items for the Village Board meeting scheduled for August 18, 2015:

1. CALL TO ORDER

2. ROLL CALL / ESTABLISH QUORUM

3. PUBLIC COMMENT

4. CONSENT AGENDA

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

A. Motion to approve Minutes from the August 4, 2015 Village Board Meeting

Please review the enclosed minutes from the August 4 meeting. Please contact Village Clerk Debra Meadows prior to the meeting with any corrections or questions. Staff recommend approval.

B. Motion to approve the July 2015 Treasurer's Report

Staff recommend approval of the provided Treasurer's Report for July 2015. Please contact me or Finance Director Marlene Blocker with any questions or requests for additional documentation that may be needed before the meeting.

C. Motion to approve the Bills and Salaries dated August 18, 2015

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

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

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

5. ITEMS FOR APPROVAL

A. Motion to approve Resolution 31-2015, a Resolution authorizing execution of a License Agreement between WideOpenWest Illinois, LLC and the Village of Gilberts for use of the Village Rights-Of-Ways

Staff recommend approval of the resolution authorizing a license agreement with WideOpenWest Illinois, LLC (WOW) to use Village rights of way for the installation of their fiber optic network. Though WOW has the authority to use the Village rights of way to install their network under state statutes, WOW has proposed the license agreement with the Village to streamline the permitting and approval process for their network.

The approval of this agreement will result in providing the opportunity for the Village's primary business district to get fiber-backed internet services, a service that is not presently available to them. Staff negotiated with WOW to require that their fiber-backed internet services will be made available to every address in the Village's business area south of Higgins Road and in Old Town, as shown in the attached Exhibit B, within 90 days of the agreement's approval.

WOW will pay the Village an annual license fee of \$2,000/year over the 10 year term of the agreement. WOW rejected staff's attempt to secure free internet services for Village Hall, the Police Department and the Public Works/Finance Building at 73 Industrial Drive, but WOW will install fiber connections to the three buildings at no charge to the Village. The agreement would be binding on any successor entities, but could only be passed on with the Village's written approval.

Please contact me or Assistant Administrator Bill Beith with any questions or requests for additional information that may be needed at the meeting.

B. Motion to approve Resolution 32-2015, a Resolution amending an agreement between the Village of Gilberts and MDC Environmental Services, Inc. for residential waste disposal services

Staff recommend approval of the resolution authorizing the extension of the waste disposal contract with MDC, the Village's incumbent waste disposal contractor since 2011.

The original agreement would remain intact, except for the following specific changes:

1. The term would be extended to August 31, 2023.
2. MDC will provide extra green (garbage) 65 gallon-cart lids and extra yellow (recycling) 95-gallon cart lids to Public Works so that residents could swap the cart sizes if so requested. Public Works could then switch the lids so that a 95-gallon toter is for recycling and a 65-gallon toter is for garbage.
3. MDC will clean or exchange any of the toters at a resident's request one time during the contract at no charge.
4. MDC will provide the containers and transportation for two e-waste recycling events annually. The Village would be responsible for staffing the collection, complying with the materials sorting requirements and paying for the cost of the

disposal of e-waste materials. MDC also agrees to work with the Village should it decide to expand e-waste recycling services in the future.

5. Effective September 1, 2015, the monthly user fee will revert to last year's rate of \$19.51 (from \$20.09). The rate will then be adjusted annually by the 12-month consumer price index rate for urban Midwest services (CPI-U Midwest).
6. Sections 7 and 8 of the agreement updates the list of garbage and recycling containers, hand washing stations and portable toilets to be provided by MDC at Village facilities, parks and special events.

Staff recommend approval of the continued relationship with MDC, based on their excellent customer service and responsiveness, as reflected by the receipt of several compliments and the absence of complaints from residents. Staff confirmed that the agreement's complaint and breach provisions protect the Village against declining service or problems that may occur. The agreement also requires the Board's explicit approval of continuing the agreement should MDC be acquired by another entity or attempt to convey the service contract to another entity. The agreement provides for the possibility of the Village asking to expand e-waste recycling services should there be a future need.

The proposed rate adjustment is favorable to the Village and equitable to MDC. Staff previously noted that 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%, allowing the rate to keep pace with inflation. Staff found that neighboring communities' monthly garbage rates ranged from \$17.96 to \$23.15, verifying that MDC's rates are comparable to other contractors' rates.

Please contact me with any questions about the agreement extension or if additional information will be needed prior to the meeting.

C. Motion to approve Resolution 33-2015, a Resolution approving the Prairie Business Park Maintenance Bond #0615388 expires on September 4, 2016

Interstate Partners has requested the release of their \$1,311,535.78 performance bond for the infrastructure required for Phase I of the Prairie Business Park development. The bond had been partially reduced in December 2013 with the completion of the infrastructure elements that were constructed at the start of the project. Village Engineer Bill Blecke has since reviewed the supporting lien waivers, receipts and final inspections for the remaining items and has recommended approval of releasing the bond.

Per the agreement, Interstate Partners will be required to provide a maintenance bond for the amount of \$131,153.58, which is 10% of the original guarantee bond. Interstate Partners has requested that the two-year maintenance bond period be back-dated to start as of September 2014, in light of the completion and inspection of the improvements at that time. Village Engineer Blecke does not object to this request; if the Board is inclined to agree with Interstate Partners, the maintenance bond expiration date would be set for September 4, 2016.

Please contact me or Village Engineer Bill Blecke with any questions or requests for additional information that may be needed prior to the meeting.

D. Motion to approve Resolution 34-2015, a Resolution approving the release of the Prairie Business Park Subdivision Performance Bond #0615512 for Building III and Burnett Drive Public Improvements

Interstate Partners has requested the release of the \$1,067,084.70 subdivision performance bond for Prairie Business Park improvements constructed in southern portions of the development, in the vicinity of the Building III site and Burnett Drive. Village Engineer Bill Blecke reviewed the inspection reports and lien waivers and recommends approval of the bond, in exchange for a two-year maintenance bond in the amount of \$106,708.47.

This release would be contingent upon posting a separate \$3,000 cash bond to guarantee the extension of the final 8 feet of Burnett Drive to the adjoining property line of the Tyrrell farm, as required by the development agreement. Interstate Partners had unsuccessfully attempted to secure a temporary construction easement on the adjacent property, which would have been needed to complete the last segment. Staff had also concurred with the request because as the grade change between the two properties would cause a safety concern if the road were extended to the property line without additional grading on the other side. Village Engineer Blecke determined that the \$3,000 cash bond would be sufficient to complete the remaining road segment and recommended that it be made a condition of the subdivision bond release.

Please contact me or Village Engineer Bill Blecke with any questions or requests for additional information that may be needed prior to the meeting.

6. ITEMS FOR DISCUSSION

Please contact me or President Rick Zirk to add any discussion topics.

7. STAFF REPORTS

Staff will provide updates after the new Trustees are seated, unless requested otherwise.

8. BOARD OF TRUSTEES REPORTS

9. PRESIDENT'S REPORT

10. EXECUTIVE SESSION

Please contact me with any questions about current closed session topics.

11. ADJOURNMENT

**Village Board of Trustees
Meeting Agenda
Village of Gilberts
87 GALLIGAN ROAD,
GILBERTS, ILLINOIS 60136
August 18, 2015
7:00 P.M.
A G E N D A**

ORDER OF BUSINESS

1. CALL TO ORDER / PLEDGE OF ALLEGIANCE

2. ROLL CALL / ESTABLISH QUORUM

3. PUBLIC COMMENT

4. CONSENT AGENDA

- A. A Motion to approve Minutes from the August 4, 2015 Village Board Meeting
- B. A Motion to approve the July 2015 Treasurer's Report
- C. A Motion to approve Bills & Salaries dated August 18, 2015

5. ITEMS FOR APPROVAL

- A. A Motion to approve Resolution 31-2015, a Resolution authorizing execution of a License Agreement between WideOpenWest Illinois, LLC and the Village of Gilberts for use of the Village Rights-Of-Ways
- B. A Motion to approve Resolution 32-2015, a Resolution amending an agreement between the Village of Gilberts and MDC Environmental Services, Inc. for residential waste disposal services
- C. A Motion to approve Resolution 33-2015, a Resolution approving the Prairie Business Park Maintenance Bond #0615388 expires on September 4, 2016
- D. A Motion to approve Resolution 34-2015, a Resolution approving the release of the Prairie Business Park Subdivision Performance Bond #0615512 for Building III and Burnett Drive Public Improvements

6. ITEMS FOR DISCUSSION

7. STAFF REPORTS

8. BOARD OF TRUSTEES REPORTS

9. PRESIDENT'S REPORT

10. EXECUTIVE SESSION

A portion of the meeting will be closed to the Public, effective immediately as Permitted by 5 ILCS 120/2 (c) (1) to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the Village, and as permitted by 5 ILCS 102/2 (c) (11) to discuss litigation against, affecting, or on behalf of the Village which has been filed and is pending in a court or administrative tribunal of which is imminent and as permitted by 5 ILCS 120/2 (c) (21) to review and approve closed session minutes and as permitted by 5 ILCS 120/2 (c) 2 Collective negotiating matters.

11. ADJOURNMENT

Audience Participation

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

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

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

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

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

NOT APPROVED MINUTES

**Village of Gilberts
87 Galligan Road
Gilberts, Illinois 60136
Village Board
Meeting Minutes
August 4, 2015**

Call to Order/ Pledge of Allegiance

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

Roll call/Establish Quorum

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

Public Comment

President Zirk inquired if anyone in the audience wished to address the Board Members at this time. There were no comments offered by anyone in the audience.

Consent Agenda

- A. A Motion to approve the Minutes from the July 21, 2015 Village Board Meeting**
- B. A Motion to approve the Bills & Salaries dated August 4, 2015 as follows: General Fund \$269,700.75, Performance Bonds and Escrows \$3,861.45, Water Fund \$50,846.95 and Payroll \$84,040.64**
- C. A Motion to approve Proclamation 03-2015, a Proclamation proclaiming the first full week of September as National Payroll Week**

President Zirk asked if any of the Board Members wished to remove any items from the consent agenda for separate consideration. There were no comments offered by any of the Board Members. President Zirk stated that he would entertain a motion to approve the consent agenda items A-C as presented. **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: 5-ayes: Trustee Kojzarek, Corbett, Zambetti, Farrell and Hacker. 0-nays, 0-abstained. Motion carried.

Items for Approval

There were no items listed under the title "Items for Approval".

Items for Discussion

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

Staff Reports

Administrator Keller provided the Board Members with an update on Mr. Copenhaver's site restoration progress. Administrator Keller reported that Mr. Copenhaver has completed all the soil mitigation work and has just about completed the surface grading work. The only outstanding issue is the replenishment of his escrow account. However, this matter can be addressed through the court system if needed. The main focus at this time was to have the site restored to the original soil conditions. The Board Members agreed with the Staff's approach.

Trustee Hacker expressed concerns with the grass and weeds at the Southwest corner of the intersection located at Route 72 and Tyrrell Road. Administrator Keller reported that Staff is aware of the over growth and has contacted the property owner and the site developer.

Trustee Farrell inquired on the status of the proposed gas station petition. Administrator Keller noted that Staff is waiting on the final plans. He anticipates that the Plan Commission will be considering this matter sometime in September.

Attorney Tappendorf reported that she was asked by President Zirk to attend tonight's meeting to discuss video gaming and gas station liquor license options. She noted that in May of this year she had provided the Board Members with various liquor license options to permit a gas station to apply for a license that would allow for consumption on the premises in order to meet the "licensed establishment" definition under the Video Gaming Act.

Attorney Tappendorf commented on the fact that in May the Board Members concurred that the most restrictive license currently in the Village Code was issuing Mobile Mart a class "D1" license. The issuance of a Class D1 license allows for consumption of package liquor, as well as tasting of wine, beer or spirits on the premises. Although this license does not allow for the sale of liquor for consumption of liquor on the premises, the definition of a "licensed establishment" does not state that the establishment must sell liquor- just that the liquor be "drawn, poured, mixed, or otherwise served for consumption on the premises. Based on the Act, a Class D1 license which involves the pouring of liquor samples would appear to qualify a gas station as a "licensed establishment" under the Act.

Attorney Tappendorf reported that she had been contacted by Mr. Hill's (owner of the Mobile Mart) attorney at which time Mr. Hill's attorney informed her that the Gaming Board rejected Mr. Hill's application citing that the liquor license class did not meet the criteria of a "licensed establishment".

President Zirk commented on the fact that appears the new Governor's Video Gaming Board interpretation of the Gaming Act is much more restrictive than previous Video Gaming Boards. A lengthy discussion ensued on the various liquor license options in which Mr. Hill might qualify for a video gaming license.

Attorney Tappendorf commented on the options previously discussed in May. She noted that option 1 allowed for the issuance of a Class A liquor license that entitles a gas station to sell liquor for consumption on the premises, as well as package liquor. However, this class has no restrictions on the consumption of liquor on the premises.

Attorney Tappendorf continued to discuss the other available options. The Board Members may want to consider adding an additional Class B license which permits the sale of beer and wine only on the premises similar to the store front video gaming establishments. Or create a new liquor license that restricts consumption on premise to a limited amount of drinks.

Attorney Tappendorf noted that when the Board is deliberating on the appropriate conditions of a gas station liquor license the Board should also take under review the Video Gaming Act's limits on the operational hours of the gaming terminals which must coincide with the operational hours of the local liquor license.

President Zirk recommended Attorney Tappendorf contact the Video Gaming Board's legal staff and explain the Village's objective. He noted that the Village does not want to prohibit the current or future gas station owners from offering video gaming. However, the Board desires to have a very restrictive liquor license for gas stations. The Board Members concurred with President Zirk's recommendation. Attorney Tappendorf will contact the Illinois Video Gaming's legal staff and report back. In addition, Attorney Tappendorf will draft additional liquor license class options for Board consideration.

Board of Trustee Reports

The Board Members offered no reports.

Village Board
Meeting Minutes
August 4, 2015
Page 4

President's Report

President Zirk recognized Village Clerk Meadows for her 11 years of service. Clerk Meadows thanked the Board Members for the recognition and hopes to serve the community for many more years.

Adjournment

There being no further public business to discuss, **a Motion was made by Trustee Hacker and seconded by Trustee Zambetti to adjourn from the public meeting at 7:22 p.m.** Roll call: Vote: 5-ayes by unanimous voice vote. 0-nays, 0-abstained. Motion carried.

Respectfully submitted,


Debra Meadows

Village of Gilberts
87 Galligan Road
Gilberts, Illinois 60136
Village Board Meeting
August 4, 2015
7:00 p.m.
Sign-in-Sheet

Name

Contact Information (Optional)

Tom Warda


JIM HIN

Fund Summary

	7/31/15	Restricted / Designated Funds	Unrestricted / Undesignated Funds
Unrestricted - General Fund			881,264.87
Restricted - Total		6,354,569.49	
Committed- Designated Reserves		724,880.45	
- 2.6 Months Expenses	724,880.45		
Committed - Road Improvement		418,792.63	
- 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	(2,566.90)		
- FY-16 Old Town Engineering	(2,733.80)		
- FY-16 Mason Roadwork	(35,160.00)		
- FY-16	3,835.05		
Committed- Infrastructure Fund		506,584.34	
- 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		
Committed - Road Bond Repayment		269,360.19	
- 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)	42,781.74		
Restricted - Road Improvement MFT		532,829.18	
- Balance - Illinois Funds	402,350.62		
- Balance - Union Bank Money Market	130,478.56		
Committed - Capital Improvement		202,596.78	
- 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		
Committed - New Development Fees		102,047.43	
- FY-06 Municipal Impact Fee	261,250.00		
- FY-07 Municipal Impact Fee	382,250.00		
- FY-08 Municipal Impact Fee	286,000.00		
- FY-08/FY-09 Transfer (Salt Bin)	(185,701.50)		
- FY-09 Municipal Impact Fee	82,500.00		
- FY-07/08 Municipal Transistion Fee	8,000.00		
- FY-07/08 Municipal Police/SafetyTransistion Fee	2,000.00		
- FY-09 Transfers Out	(127,256.51)		
- FY-10 Reimburse PGAV TIF Study from TIF	18,788.40		
- FY-10 Town Center Park Parking Lot	(201,112.76)		
- FY-10 Municipal Impact Fee	104,500.00		

- FY-11 Municipal Impact Fee	151,250.00		
- FY-11 Transfers (Road Study)	(13,000.00)		
- FY-12 Municipal Impact Fee	146,750.00		
- FY-13 Municipal Impact Fee	76,400.00		
- FY-14 Transfer Out-Partial Electric	(3,329.08)		
- FY-14 Transfer out-Partial Signs	(10,552.34)		
- FY-14 Transfer Out-Partial Electric	(68,665.00)		
- FY-14 Municipal Impact Fee	59,200.00		
- FY-15 Municipal Park Impact Fee-Shinning Moon	4,909.46		
- FY-15 Municipal Impact Fee-Town Center	11,198.19		
- FY-15 Municipal Utility Impact Fee-Conservancy	1,000.00		
- FY-15 Municipal Park Impact Fee-Conservancy	5,656.00		
- FY-15 Municipal Impact Fee-Conservancy	5,500.00		
- FY-15 Transfer out-Partial Signs	(7,600.00)		
- FY-15 Town Center Park Expenses	(949,023.43)		
- FY-16 Municipal Utility Impact Fee-Conservancy	5,000.00		
- FY-16 Municipal Park Impact Fee-Conservancy	26,786.00		
- FY-16 Municipal Impact Fee-Conservancy	29,350.00		
Committed - Tree Replacement/Beautification		8,411.95	
- 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	(2,524.28)		
Committed - EDUI Funds		23,817.02	
- FY-12 Balance	3,918.55		
- FY-13 Balance	13,710.91		
- FY-14 Balance	6,187.56		
Restricted - Drug Forfeiture		10,803.72	
- Balance	10,803.72		
Committed - Enterprise Fund (Water / Wastewater)		2,856,653.15	
- Balance	2,856,653.15		
Committed - Pass Thru/Escrows		697,792.65	
- Balance	697,792.65		
Total		6,354,569.49	881,264.87
			7,235,834.36

General Fund Revenue Receivable			123,461.02
- State Income Tax Payments Delayed	123,461.02		

Total Unrestricted Funds including Receivables			1,004,725.89
---	--	--	---------------------

Additional Information

Pass Thru - Balance of Escrow		697,792.65
- TIF #1	56,363.69	
- TIF #2	242,111.56	
- Performance Bonds / Escrows	296,761.71	
- Building Permit-Town Center/Conservancy	20,453.87	
- Impact Fees - Library	51,523.82	
- Impact Fees - School	12,678.00	
- Impact Fees - Fire District	1,500.00	
- Transistion Fees - Fire	2,000.00	
- Transistion Fees - Library	400.00	
- Transistion Fees - School	14,000.00	

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

TREASURER'S STATEMENT AS OF JULY 31,2015

	MONTH	YEAR TO DATE		YEAR TO DATE
Beginning Bank Balance:			<u>7,368,560.72</u>	<u>6,746,038.04</u>
Credits:				
General Fund:	<u>357,081.53</u>	<u>1,413,976.57</u>		
Water Fund:	<u>85,905.64</u>	<u>418,113.75</u>		
Motor Fuel Tax (MFT):	<u>9,764.89</u>	<u>40,869.63</u>		
Performance Bonds/Escrow:	<u>47,846.00</u>	<u>134,679.39</u>		
TIF #1	<u>24.09</u>	<u>16,800.43</u>		
TIF #2	<u>133.62</u>	<u>159,386.78</u>		
Drug Forfeiture:	<u>-</u>	<u>881.26</u>		
Total Credits All Funds:	<u>500,755.77</u>	<u>2,184,707.81</u>	<u>500,755.77</u>	<u>2,184,707.81</u>
Expenses:				
General Fund:	<u>433,296.70</u>	<u>1,166,911.71</u>		
Water Fund:	<u>146,286.58</u>	<u>432,338.53</u>		
Motor Fuel Tax (MFT):	<u>-</u>	<u>-</u>		
Performance Bond/Escrow:	<u>53,348.85</u>	<u>94,301.25</u>		
TIF #1	<u>550.00</u>	<u>550.00</u>		
TIF #2	<u>-</u>	<u>810.00</u>		
Drug Forfeiture:	<u>-</u>	<u>-</u>		
Total Debits All Funds:	<u>633,482.13</u>	<u>1,694,911.49</u>	<u>633,482.13</u>	<u>1,694,911.49</u>
Ending Bank Balance:				
General Fund:	<u>3,137,755.66</u>			
Water Fund:	<u>2,856,653.15</u>			
Motor Fuel Tax (MFT):	<u>532,829.18</u>			
Performance Bond/Escrow:	<u>399,317.40</u>			
TIF #1	<u>56,363.69</u>			
TIF #2	<u>242,111.56</u>			
Drug Forfeiture:	<u>10,803.72</u>			
Total Debits All Funds:	<u>7,235,834.36</u>		<u>7,235,834.36</u>	<u>7,235,834.36</u>

TREASURER'S SIGNATURE:



DATE: August 3, 2015

GENERAL FUND MONEY MARKET
01-00-105

Village of Gilberts:
Month Closed: January, 2015

Beginning Book Balance:	713,267.97	Previous YTD Credits:	1,056,895.04
			186,935.15
Deposits (Total):	138,893.86	Current Credits:	170,146.38
Interest Income:		Current YTD Credits:	1,413,976.57
(01-00-341) Money Market:	168.46	Previous YTD Debits:	733,615.01
(01-00-341) Checking:	4.17		14,496.00
(01-00-342) Performance Bond:	17.87	Current Debits:	418,800.70
Miscellaneous Income:		Current YTD Debits:	1,166,911.71
Transfer From Illinois Funds			
Voided Ck #19904			
Transfer of Garbage Revenue	31,062.02		
CD Interest			
Subtotal:	883,414.35	McHenry Savings	942,829.16
Checks Written (Total):	418,800.70	G/F MM Balance:	464,613.65
NSF Check		IL Funds Balance:	735,009.59
Transfer to P/B (Agency)		Barrington Bank CD's:	994,303.26
		G/F CKG Balance:	1,000.00
Ending Check Book Balance:	464,613.65	Total balance:	3,137,755.66
Deposits in Transit:	20,032.50		
Outstanding Checks:			
Balance per Bank Statement:	444,581.15		

Expenditures/Transfers:

Date:	For:	
7/7/2015	Accounts Payable	94,140.10
7/21/2015	Accounts Payable	137,225.66
7/21/2015	Safety Deposit Rental	25.00
7/1/2015	Health Insurance	17,390.65
7/2/2015	Payroll	47,863.20
7/16/154	Payroll	50,426.44
7/30/2015	Payroll	71,729.65
	Total:	418,800.70

Deposits:	Deposits:	Direct Deposits	
2,667.01	50.00	T-Mobile	1,983.75
5,015.00	355.00	Kane County	17,292.99
212.00	148.00	Nicor	3,966.10
2,879.49	6,665.43	Exelon	13,740.48
29.00	381.00	Dept of Justice	1,700.00
45.00	613.49	AT&T	19,966.62
261.00	156.00		
38,250.00	15.00		
262.00	15.00		
290.00	500.00		
1.00	1,000.00		
15.00	60.00		
188.00	138.00		
5.00	50.00		
106.00	50.00		
19,686.50	135.00		
Total Deposits	80,243.92	Total Direct Deposits	58,649.94
Total Deposits/Direct Deposits:	138,893.86		

GENERAL FUND CHECKING ACCT
01-00-103

Village of Gilberts:
Month Closed: July, 2015

Beginning Book Balance:	1,000.00	Previous YTD Credits:	
Deposits (Total):	231,915.76	Current Credits:	
Voided Checks:		Current YTD Credits:	
Check# Vendor Name:		Previous YTD Debits:	
		Current Debits:	
Total Voided Checks:		Current YTD Debits:	
Subtotal:	232,915.76		
	231,915.76		
Checks Written (Total):			
Voided Checks (Total):			
Ending Check Book Balance:	1,000.00		
Deposits in Transit:			
Outstanding Checks:	68,107.21		
Balance per Bank Statement:	69,107.21		

Expenditures/Transfers:

	For:	Amount:
7/7/2015	Accounts Payable	94,140.10
7/21/2015	Accounts Payable	137,165.66
7/21/2015	Accounts Payable-TIF	550.00
7/9/2015	Recording Fee	60.00
	Total:	231,915.76

Outstanding Checks:

Check #:	Amount:	Check #:	Amount:
15048	50.00		
16678	60.00		
22329	120.00		
23259	879.97		
23367	51.09		
23409	51.09		
23458	51.09		
23580	51.09		
23589	1,106.15		
23593	63,257.35		
23594	1,744.80		
23598	122.92		
23605	24.16		
23608	237.50		
23610	300.00		
		Total	68,107.21

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

Village of Gilberts:
Month Closed: July, 2015

Beginning Book Balance:	<u>994,133.04</u>	Previous YTD Credits:	<u></u>
Deposits (Total):	<u></u>	Current Credits:	<u>170.22</u>
Interest:		Current YTD Credits:	<u></u>
Savings Acct:	<u>170.22</u>	Previous YTD Debits:	<u></u>
Transferred from CD's	<u></u>	Current Debits:	<u></u>
		Current YTD Debits:	<u></u>
Subtotal:	<u>994,303.26</u>		
Checks Written (Total):	<u></u>		
Transferred to CD's	<u></u>		
Ending Check Book Balance:	<u>994,303.26</u>		
Deposits in Transit:	<u></u>		
Outstanding Checks:	<u></u>		
Balance per Bank Statement:	<u>994,303.26</u>		

Expenditures/Transfers:

Date:	For:	Amount:
Total:		

Deposits:

Total Deposits: _____

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

Bank	CD#	Amount	Term	Maturity Date	Interest Rate
Barrington Bank	0940000423-1002	226,367.90	9 months	9/27/2015	.20 APY
Barrington Bank	0940000423-1004	266,536.22	18 months	9/27/2015	.30 APY
Barrington Bank	0940000423-1010	501,399.14	6 months	9/20/2015	.15 APY
Barrington Bank CD's		994,303.26			

Village of Gilberts:
Month Closed: July, 2015

Expenditures/Transfers:**Deposits:**

Total Deposits: _____

**Village of Gilberts
General Fund
Certificates of Deposit
July 31, 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			

ILLINOIS FIRST MONEY MARKET
01-00-104

Village of Gilberts:
Month Closed: July, 2015

Beginning Book Balance:	562,740.66	Previous YTD Credits:	
		Current Credits:	186,764.93
Deposits (Total):	186,732.51	Current YTD Credits:	
		Previous YTD Debits:	
(01-00-347) IL First Funds:	24.96	Current Debits:	14,496.00
(01-00-347) IL First Funds P/B:	7.46	Current YTD Debits:	
		CD Balance:	
Xfer Bond Acct-Reimburse:		G/F MM Balance:	
		G/F CKG Balance:	
Subtotal:	749,505.59	Total balance:	
Transfer to Union National			
Impact Fees to Agency Fund	14,496.00		
Ending Check Book Balance:	735,009.59		
Deposits in Transit:			
Outstanding Checks:			
Balance per Bank Statement:	735,009.59		

Expenditures/Transfers:

Date:	For:	Amount:
Total:		

Deposits:	58.09	Direct Deposits:
	123,310.07	
	19,583.59	
	17,454.57	
	12,710.16	
	13,616.03	
Total Deposits/Direct Deposits:		186,732.51

Description:

WATER FUND MONEY MARKET
20-00-105

Beginning Book Balance:	<u>252,545.45</u>	Previous YTD Credits:	<u>332,208.11</u>
			<u>1,757.48</u>
Deposits (Total):	<u>83,032.19</u>	Current Credits:	<u>84,148.16</u>
		Current YTD Credits:	<u>418,113.75</u>
Interest Income:		Previous YTD Debits:	<u>286,051.95</u>
(20-00-341) Money Market:	<u>108.50</u>		<u>245.00</u>
(20-00-341) Checking:	<u>1.38</u>	Current Debits:	<u>146,041.58</u>
		Current YTD Debits:	<u>432,338.53</u>
CD Interest	<u>1,006.09</u>		
Miscellaneous Income:			
Subtotal:	<u>336,693.61</u>	Barrington Bank:	<u>58,523.04</u>
		Barrington Bank CD's:	<u>503,553.26</u>
Checks Written (Total):	<u>114,508.68</u>	Union Bank CD's:	<u>1,200,604.96</u>
Returned Checks	<u>470.88</u>	H2O MM Balance:	<u>190,652.03</u>
Transfer for Garbage	<u>31,062.02</u>	H2O Illinois Funds	<u>902,319.86</u>
		H2O CKG Balance:	<u>1,000.00</u>
Ending Check Book Balance:	<u>190,652.03</u>	Total balance:	<u>2,856,653.15</u>
Deposits in Transit:	<u>19,839.83</u>		
Outstanding Checks:			
Balance per Bank Statement:	<u>170,812.20</u>		

Expenditures/Transfers:

Date:	For:	Amount:
<u>7/7/2015</u>	<u>Accounts Payable</u>	<u>57,061.51</u>
<u>7/21/2015</u>	<u>Accounts Payable</u>	<u>15,543.32</u>
<u>7/14/2015</u>	<u>Postage</u>	<u>752.19</u>
<u>7/2/2015</u>	<u>Payroll-Water</u>	<u>12,127.95</u>
<u>7/16/2015</u>	<u>Payroll-Water</u>	<u>12,290.73</u>
<u>7/1/2015</u>	<u>Health Insurance</u>	<u>4,421.99</u>
<u>7/30/2015</u>	<u>Payroll-Water</u>	<u>12,310.99</u>
	Total:	<u>114,508.68</u>

Deposits:

<u>216.00</u>	<u>20,853.14</u>
<u>348.10</u>	<u>977.60</u>
<u>361.00</u>	<u>7,222.60</u>
<u>408.10</u>	<u>374.50</u>
<u>193.74</u>	<u>66.80</u>
<u>351.20</u>	<u>166.00</u>
<u>679.30</u>	<u>133.00</u>
<u>1,242.51</u>	<u>20.00</u>
<u>260.00</u>	<u>250.00</u>
<u>207.20</u>	<u>273.48</u>
<u>85.00</u>	<u>14,489.75</u>
<u>260.12</u>	<u>11,585.32</u>
<u>728.80</u>	<u>550.00</u>
<u>889.10</u>	<u>200.00</u>
<u>507.00</u>	<u>169.00</u>
<u>11,404.07</u>	<u>7,559.76</u>

Direct Deposits

Total Deposits:

83,032.19

WATER FUND CHECKING ACCT
20-00-103

Village of Gilberts:
Month Closed: July, 2015

Beginning Book Balance:	<u>1,000.00</u>	Previous YTD Credits:	<u> </u>
Deposits (Total):	<u>73,357.02</u>	Current Credits:	<u> </u>
Voided Checks:		Current YTD Credits:	<u> </u>
Check# Vendor Name:	<u> </u>	Previous YTD Debits:	<u> </u>
<u> </u>	<u> </u>	Current Debits:	<u> </u>
<u> </u>	<u> </u>	Current YTD Debits:	<u> </u>
Total Voided Checks:	<u> </u>		
Subtotal:	<u>74,357.02</u>		
Checks Written (Total):	<u>73,357.02</u>		
	<u> </u>		
Ending Check Book Balance:	<u>1,000.00</u>		
Deposits in Transit:	<u> </u>		
Outstanding Checks:	<u>1,025.12</u>		
Balance per Bank Statement:	<u>2,025.12</u>		

Expenditures/Transfers:

Date:	For:	
<u>7/7/2015</u>	<u>Accounts Payable</u>	<u>57,061.51</u>
<u>7/21/2015</u>	<u>Accounts Payable</u>	<u>15,543.32</u>
<u>7/14/2015</u>	<u>Postage</u>	<u>752.19</u>
	Total:	<u>73,357.02</u>

Outstanding Checks:

Check #:	Amount:	Check #:	Amount:
<u>202350</u>	<u>4.18</u>	<u> </u>	<u> </u>
<u>202365</u>	<u>1.19</u>	<u> </u>	<u> </u>
<u>204208</u>	<u>8.40</u>	<u> </u>	<u> </u>
<u>204630</u>	<u>4.50</u>	TOTAL	<u>1,025.12</u>
<u>204918</u>	<u>826.50</u>		
<u>204919</u>	<u>180.35</u>		

WATER FUND MONEY MARKET
20-00-108

Village of Gilberts:
Month Closed: July, 2015

Beginning Book Balance:	<u>58,520.55</u>	Previous YTD Credits:	<u> </u>
		Current Credits:	<u>2.49</u>
Deposits (Total):	<u> </u>	Current YTD Credits:	<u> </u>
Interest:		Previous YTD Debits:	<u> </u>
Savings Acct:	<u>2.49</u>	Current Debits:	<u> </u>
		Current YTD Debits:	<u> </u>
 Subtotal:	 <u>58,523.04</u>		
Checks Written (Total):	<u> </u>		
Voided Checks (Total):	<u> </u>		
 Ending Check Book Balance:	 <u>58,523.04</u>		
Deposits in Transit:	<u> </u>		
Outstanding Checks:	<u> </u>		
Balance per Bank Statement:	<u>58,523.04</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>
	Total:		<u> </u>

Deposits:

Total Deposits:

Total Deposits: _____

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

Bank	CD#	Amount	Term	Maturity Date	Interest Rate
Barrington Bank	0940000423-1009	100,608.23	9 months	3/27/2016	.20 APY
Barrington Bank	0940000423-1006	201,215.91	9 months	9/27/2015	.20 APY
Barrington Bank	0940000423-1007	201,729.12	12 months	9/27/2015	.25 APY
Barrington Bank CD's	503,553.26				

WATER FUND
20-00-107
Certificates of Deposit

Village of Gilberts:
Month Closed: July, 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:

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

Bank	CD#	Amount	Term	Maturity Date	Interest Rate
Union National Bank	4176509	391,315.36	12 months	10/12/2015	.56 APY
Union National Bank	4169371	258,179.58	9 months	4/15/2016	.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				

WATER FUND ILLINOIS FUNDS
20-00-104

Village of Gilberts:
Month Closed: July, 2015

Beginning Book Balance:	<u>900,903.95</u>	Previous YTD Credits:	<u> </u>
Deposits (Total):	<u>1,627.82</u>	Current Credits:	<u>1,660.91</u>
		Current YTD Credits:	<u> </u>
(20-00-347) Illinois Funds:	<u>33.09</u>	Previous YTD Debits:	<u> </u>
		Current Debits:	<u>245.00</u>
Total Voided Checks:	<u> </u>	Current YTD Debits:	<u> </u>
Subtotal:	<u>902,564.86</u>		
Checks Written (Total):	<u> </u>		
Returned Payments	<u>245.00</u>		
Ending Check Book Balance:	<u>902,319.86</u>		
Deposits in Transit:	<u> </u>		
Outstanding Checks:	<u> </u>		
Balance per Bank Statement:	<u>902,319.86</u>		

Expenditures/Transfers:

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

Deposits:	
<u>55.00</u>	<u> </u>
<u>57.20</u>	<u> </u>
<u>245.00</u>	<u> </u>
<u>53.32</u>	<u> </u>
<u>407.80</u>	<u> </u>
<u>268.00</u>	<u> </u>
<u>133.00</u>	<u> </u>
<u>115.00</u>	<u> </u>
<u>115.00</u>	<u> </u>
<u>178.50</u>	<u> </u>
Total Deposits:	<u>1,627.82</u>

MFT MONEY MARKET
30-00-105

Village of Gilberts:
Month Closed: July, 2015

Beginning Book Balance:	130,478.56	Previous YTD Credits:	
Deposits (Total):		Current Credits:	-
Interest Income:		Current YTD Credits:	
(30-00-341) Money Market:		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:

Total Deposits:	

ILLINOIS FIRST MFT MM
30-00-104

Village of Gilberts:
Month Closed: July, 2015

Beginning Book Balance:	<u>392,585.73</u>	Previous YTD Credits:	<u>31,104.74</u>
			<u>-</u>
Deposits (Total):	<u>9,750.20</u>	Current Credits:	<u>9,764.89</u>
			<u>-</u>
Interest Income:		Current YTD Credits:	<u>40,869.63</u>
(30-00-347) Money Market:	<u>14.69</u>	Previous YTD Debits:	<u>-</u>
			<u>-</u>
		Current Debits:	<u>-</u>
Miscellaneous Income:	<u></u>	Current YTD Debits:	<u>-</u>
			<u>-</u>
Subtotal:	<u>402,350.62</u>	MFT MM Balance	<u>130,478.56</u>
		IL Funds Balance:	<u>402,350.62</u>
Checks Written (Total):	<u></u>	Total balance:	<u>532,829.18</u>
Returned Checks (Total):	<u></u>		
Ending Check Book Balance:	<u>402,350.62</u>		
Deposits in Transit:	<u></u>		
Outstanding Checks:	<u>-</u>		
Balance per Bank Statement:	<u>402,350.62</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
ILLINOIS FUNDS MONEY MARKET
31-00-104

Village of Gilberts:
Month Closed: July, 2015

Beginning Book Balance:	<u>194,519.59</u>	Previous YTD Credits:	<u>31,999.00</u>
Deposits (Total):	<u> </u>	Current Credits:	<u>14,496.00</u>
Interest Income:	<u> </u>	Current YTD Credits:	<u>46,495.00</u>
(31-00-341) Money Market:	<u> </u>	Previous YTD Debits:	<u> </u>
Transfer from G/F (Impact Fees)	<u>14,496.00</u>	Current Debits:	<u>-</u>
Miscellaneous Income:	<u> </u>	Current YTD Debits:	<u>-</u>
Subtotal:	<u>209,015.59</u>		
Checks Written (Total):	<u> </u>		
Transfer to General Fund	<u> </u>		
Ending Check Book Balance:	<u>209,015.59</u>		
Deposits in Transit:	<u> </u>		
Outstanding Checks:	<u> </u>		
Balance per Bank Statement:	<u>209,015.59</u>		

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

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

Village of Gilberts:
Month Closed: July, 2015

Beginning Book Balance:	<u>56,889.60</u>	Previous YTD Credits:	<u>16,776.34</u>
Deposits (Total):	<u> </u>	Current Credits:	<u>24.09</u>
Interest Income:	<u>24.09</u>	Current YTD Credits:	<u>16,800.43</u>
(34-00-341) Money Market:	<u> </u>	Previous YTD Debits:	<u> </u>
Miscellaneous Income:	<u> </u>	Current Debits:	<u>550.00</u>
Subtotal:	<u>56,913.69</u>	Current YTD Debits:	<u>550.00</u>
Checks Written (Total):	<u>550.00</u>		
Returned Checks (Total):	<u> </u>		
Ending Check Book Balance:	<u>56,363.69</u>		
Deposits in Transit:	<u> </u>		
Outstanding Checks:	<u> </u>		
Balance per Bank Statement:	<u>56,363.69</u>		

Expenditures/Transfers:

Date:	For:	Amount:
<u>7/21/2015</u>	<u>Accounts Payable</u>	<u>550.00</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
	Total:	<u>550.00</u>

Deposits:

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

Total Deposits:

Village of Gilberts:
Month Closed: July, 2015

Beginning Book Balance:	<u>241,977.94</u>	Previous YTD Credits:	<u>159,253.16</u>
Deposits (Total):	<u> </u>	Current Credits:	<u>133.62</u>
Interest Income:	<u>133.62</u>	Current YTD Credits:	<u>159,386.78</u>
(35-00-341) Money Market:	<u> </u>	Previous YTD Debits:	<u>810.00</u>
		Current Debits:	<u>-</u>
Miscellaneous Income:	<u> </u>	Current YTD Debits:	<u>810.00</u>
Subtotal:	<u>242,111.56</u>		
Checks Written (Total):	<u> </u>		
Returned Checks (Total):	<u> </u>		
Ending Check Book Balance:	<u>242,111.56</u>		
Deposits in Transit:	<u> </u>		
Outstanding Checks:	<u>-</u>		
Balance per Bank Statement:	<u>242,111.56</u>		

Expenditures/Transfers:

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

Deposits:

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

Total Deposits:

VOG PAYROLL ACCT
01-00-125

Village of Gilberts:
Month Closed: July, 2015

Beginning Book Balance:	<u>-</u>	Previous YTD Credits:	<u> </u>
Deposits (Total):	<u>206,748.96</u>	Current Credits:	<u> </u>
Voided Checks:		Current YTD Credits:	<u> </u>
Check #: Vendor Name:		Previous YTD Debits:	<u> </u>
<u> </u>	<u> </u>	Current Debits:	<u> </u>
<u> </u>	<u> </u>	Current YTD Debits:	<u> </u>
Subtotal:	<u>206,748.96</u>		
Checks Written (Total):	<u>206,748.96</u>		
Voided Checks (Total):	<u> </u>		
Ending Check Book Balance:	<u>-</u>		
Deposits in Transit:	<u> </u>		
Outstanding Checks:	<u>33,263.81</u>		
Balance per Bank Statement:	<u>33,263.81</u>		

Expenditures/Transfers:

Date:	For:	
<u>7/2/2015</u>	<u>Payroll</u>	<u>47,863.20</u>
<u>7/16/2015</u>	<u>Payroll</u>	<u>50,426.44</u>
<u>7/2/2015</u>	<u>Payroll-Water</u>	<u>12,127.95</u>
<u>7/16/2015</u>	<u>Payroll-Water</u>	<u>12,290.73</u>
<u>7/30/2015</u>	<u>Payroll</u>	<u>71,729.65</u>
<u>7/30/2015</u>	<u>Payroll-Water</u>	<u>12,310.99</u>
	Total:	<u>206,748.96</u>

Outstanding Checks:

Check #:	Amount:	Check#:	Amount:
<u>18079</u>	<u>176.49</u>	<u> </u>	<u> </u>
<u>18089</u>	<u>22.15</u>	<u> </u>	<u> </u>
<u>18116</u>	<u>176.49</u>	<u> </u>	<u> </u>
<u>18150</u>	<u>176.49</u>	<u>Flex Benefits</u>	<u>9,749.11</u>
<u>18158</u>	<u>23.09</u>	Total:	<u>33,263.81</u>
<u>18173</u>	<u>22.15</u>		
<u>18174</u>	<u>22.15</u>		
<u>18183</u>	<u>108.28</u>		
<u>18184</u>	<u>2,109.22</u>		
<u>18185</u>	<u>209.70</u>		
<u>18186</u>	<u>1,699.02</u>		
<u>18187</u>	<u>214.77</u>		
<u>18189</u>	<u>728.73</u>		
<u>18191</u>	<u>107.88</u>		
<u>18192</u>	<u>22.15</u>		
<u>18193</u>	<u>22.15</u>		
<u>18194</u>	<u>23.09</u>		
<u>18195</u>	<u>23.09</u>		
<u>18201</u>	<u>14,312.20</u>		
<u>18202</u>	<u>2,105.19</u>		
<u>18204</u>	<u>1,006.67</u>		
<u>18205</u>	<u>203.55</u>		

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	\$ (2,046.90)	Mason Road Engineering	\$ 925,722.13
6/30/2015	\$ (2,093.80)	Old Town Engineering	\$ 923,628.33
6/30/2015	\$ 2,655.76	June Road & Bridge	\$ 926,284.09
6/30/2015	\$ 100.00	June Overweight	\$ 926,384.09
7/22/2015	\$ (520.00)	Mason Road Engineering	\$ 925,864.09
7/22/2015	\$ (640.00)	Old Town Engineering	\$ 925,224.09
7/22/2015	\$ 152.88	July Road & Bridge	\$ 925,376.97

VENDOR	GRAND TOTAL	GENERAL FUND	DEVELOPER DONATIONS	PERMIT PASS THRUS	PERFORMANCE BONDS AND ESCROWS	WATER FUND	PAYROLL
	195,153.30	84,009.13	-	-	44,136.26	7,363.11	59,644.80
PAYROLL 7/26 - 8/8	59,644.80						59,644.80
UB POSTAGE	120.28					120.28	
ACE COFFEE BAR INC.	27.50	27.50					
ALLIED ASPHALT PAVING COMPANY	153.00	153.00					
ALTERNATE POWER, INC	4,950.00					4,950.00	
AMALGAMATED BANK OF CHICAGO	475.00	475.00					
ANCEL, GLINK, DIAMOND, BUSH,	15,338.24	7,541.25			7,796.99		
AZAVAR AUDIT SOLUTIONS, INC.	55.99	55.99					
BAXTER & WOODMAN, INC.	21,308.65				21,308.65		
CARD SERVICES	2,786.96	2,686.96				100.00	
THE BUG MAN, INC	33.00	33.00					
CLARKE AQUATIC SERVICES	1,511.00	1,511.00					
COMMONWEALTH EDISON	1,330.59	1,330.59					
CONSERV FS, INC.	406.00					406.00	
CRESCENT ELECTRIC SUPPLY	183.64					183.64	
COMMUNITY UNIT SCHOOL	12,678.00				12,678.00		
EMBASSY CANTEEN	54.24	54.24					
ELGIN PAPER COMPANY	231.28	231.28					
JOS D. FOREMAN & CO.	1,134.00	936.00				198.00	
U.S. POSTAL SERVICE	500.00	500.00					
GRAINGER	480.53					480.53	
LABOR READY MIDWEST INC	892.00	892.00					
MDC ENVIRONMENTAL SVCS.	48,110.62	48,110.62					
MENARDS - CARPENTERSVILLE	22.65	22.65					
METROPOLITAN MAYORS CAUCUS	309.56	309.56					
NICOR	153.76					153.76	
NORTHWEST POLICE ACADEMY	50.00	50.00					
ORION LWS, INC.	1,595.00	1,595.00					
OZINGA READY MIX CONCRETE, INC	179.22	179.22					
PACES AUTO SERVICE	31.50	31.50					
PHOENIX & ASSOCIATES, INC.	7,750.00	7,750.00					
LINDA S. PIECZYNSKI	104.00	104.00					

DRAFT 8/18/15

VENDOR	GRAND TOTAL	GENERAL FUND	DEVELOPER DONATIONS	PERMIT PASS THRUS	PERFORMANCE BONDS AND ESCROWS	WATER FUND	PAYROLL
PITNEY BOWES	147.00	147.00					
PROVENA ST. JOSEPH HOSPITAL	66.00	66.00					
PURCHASE POWER	100.00	100.00					
RAY O'HERRONS	1,628.00	1,628.00					
LOUIS ROSSI	105.95	105.95					
RUTLAND-DUNDEE FPD	1,700.00	200.00			1,500.00		
SUBURBAN LABORATORIES	258.00					258.00	
MONARCH NURSERIES, INC.	852.62				852.62		
DAVID TAUSSIG & ASSOCIATES	4,375.00	4,375.00					
STEPHEN D. TOUSEY LAW OFFICE	300.00	300.00					
UNITED RENTALS EXCHANGE	181.82	181.82					
USA BLUEBOOK	512.90					512.90	
UNITED SYSTEMS TECHNOLOGY, INC.	2,170.00	2,170.00					
WELCH BROS., INC.	155.00	155.00					

RESOLUTION NO. 31 -2015

**A RESOLUTION AUTHORIZING EXECUTION OF A LICENSE AGREEMENT
BETWEEN WIDOPENWEST ILLINOIS, LLC AND THE VILLAGE OF GILBERTS
FOR USE OF THE VILLAGE RIGHTS-OF-WAY**

BE IT RESOLVED by the village board of the Village of Gilberts, Kane County, Illinois, as follows:

1. That the form and substance of a certain License Agreement (the "Agreement"), between the Village of Gilberts ("Village") and WideOpenWest Illinois, LLC ("Licensee") as set forth in the form of the Agreement submitted to this meeting with the required recommendations is hereby approved.

2. That the Village Administrator and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Administrator shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed, except any generally applicable regulatory ordinances and resolutions.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Section 1:

This Resolution shall take full force and effect upon its passage and approval as provided by law.

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

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

Village President

Passed: _____

Attest: _____
Village Clerk

**LICENSE AGREEMENT FOR THE USE OF VILLAGE RIGHTS-OF-WAY
BETWEEN WIDOPENWEST ILLINOIS, LLC AND THE VILLAGE OF
GILBERTS**

This License Agreement ("Agreement") is entered into on the ____ day of MONTH, 2015 ("Effective Date"), by and between the Village of Gilberts, an Illinois municipal corporation (hereinafter referred to as the "Village") and WideOpenWest Illinois, LLC, a Delaware limited liability company and its affiliates (hereinafter referred to as the "Licensee").

WHEREAS, the Village is the exclusive owner of certain public rights-of-way, and has approved official standards for construction of facilities on the public rights-of-way at Title 9, Chapter 8, Article C of the Village of Gilberts Village Code (the "Right of Way Control Ordinance"); and

WHEREAS, the Licensee holds an Illinois State-issued authorization to provide video programming under Article 21 of the Public Utilities Act and operates a cable system as set forth in 47 U.S.C. §522 of the Cable Communications Polity Act of 1984, as amended from time to time, throughout part of the State of Illinois which does not include any part of the Village's jurisdiction, and

WHEREAS, Licensee's affiliated telephone company, Sigecom, LLC, holds a certificate of authority with the Illinois Commerce Commission; and

WHEREAS, Licensee desires to utilize portions of the public rights-of-way within the boundaries of the Village (the "ROW's") for the limited purpose of installation and maintenance of fiber optic telecommunications cables, which will be installed within the ROW's; and

WHEREAS, Licensee is not delivering cable or video service to residents of the Village, and instead is providing telecommunications services for the benefit of Verizon Wireless and other potential business customers; and

WHEREAS, in consideration of the payment of a license fee, the Village desires to allow Licensee to utilize the ROW's for such purposes, subject to the provisions of this Agreement; and

WHEREAS, the Village finds that entering into this Agreement is in the best interests of the Village, its residents, and the public; and

WHEREAS, Licensee is authorized and empowered to enter into this Agreement and to perform the covenants and promises herein made and undertaken.

NOW, THEREFORE, in consideration of the mutual consideration exchanged between the parties as set forth herein, the sufficiency and receipt of which are mutually acknowledged, the parties agree as follow:

1. **Recitals.** The above-stated Recitals are hereby incorporated into this Section 1 as though fully set forth herein.

2. **Grant of License.** For and in consideration of the mutual covenants herein, and subject to the terms and conditions set forth herein and compliance with all Federal, State and local laws and regulations, including but not limited to the Right of Way Control Ordinance, the Village hereby grants a non-exclusive revocable license ("License") to Licensee to allow Licensee to construct, use, operate, own and maintain a fiber optic and coaxial line (the "System") within the Village's ROW's identified in Exhibit "A". The License granted by this Agreement shall not convey any right, title or interest (including leasehold interest) in the ROW's, but shall be deemed to be a license only to use and occupy the ROW's for the limited purposes stated herein.

3. **Location and Description of Licensee's System.** Licensee agrees to build out Licensee's System in the area described in the system map attached to this License Agreement as Exhibit "B" ("System Area") within 90 days of the date of this signed agreement. Upon completion of the build out of Licensee's System, Licensee agrees to make service available to all of the properties within the System Area.

4. **Compensation.** For the initial term, Licensee shall pay to the Village a license fee in the amount of \$2,000 per year ("License Fee"). The first annual payment of the License Fee shall be due on the effective date of this Agreement, and each year thereafter on the anniversary of the effective date. The License Fee for any renewal period will be subject to negotiation by the parties, as noted in Section 5 of this License Agreement. In addition to the License Fee, Licensee also agrees to provide, at no charge to the Village, fiber optic connections to the following Village facilities:

Village Hall, 87 Galligan Road
Village Police Department, 86 Railroad Street
Public Works/Finance Department, 73 Industrial Drive

These shall be "dark fiber" connections and shall not include any type of services to be provided by Licensee. Village and Licensee may choose to enter into a separate contract for these services at a later date, should they choose to do so.

5. **Term; Payments.** The License granted by the Village to Licensee shall be for a period of ten (10) years from the Effective Date of this Agreement. This Agreement may be renewed by mutual agreement of the parties for successive ten (10) year terms provided the Licensee is in full compliance with the terms and conditions of this Agreement at the time of renewal. Licensee shall make written request for renewal of this Agreement at least sixty (60) days prior to expiration of the current term. Unless otherwise provided by law, each renewal shall be subject to a License Fee and other compensation that will be determined at the time of each renewal but shall be proportional to the amount of fiber/cable that has been installed up to that time in comparison to this initial license fee and installation. In the event the parties cannot agree upon an amount for the License Fee for a renewal term, this Agreement shall terminate and Licensee shall at the Village's request remove its System from all Village ROW's and restore all ROW's as required by the Right of Way Control Ordinance.

6. **Use of ROW's.** In its use of the ROW's and any work to be performed therein, Licensee shall comply with all applicable laws, ordinances, regulation and requirements of federal, state, county and local regulatory authorities, including the applicable provisions of the Right of Way Control Ordinance.

The License and the grant of authority conferred in Section 2 above are non-exclusive. The Licensee shall respect the rights and property of Village and other authorized users of streets, sidewalks, easements, power poles, street light poles, vaults, conduits and rights-of-way and adjacent property owners.

7. **Permits.** Licensee shall pay all required permit and other fees and obtain all necessary and required permits from the Village for its System prior to performing any work on its System within Village ROW's. Licensee shall also post such necessary security for its work as required by Village ordinance.

8. **Maintenance.** Maintenance of the System with the ROW's shall be the responsibility of Licensee at its sole expense. The System shall be maintained in good and safe condition and in a manner that complies with all applicable federal, state, county and local laws, regulations and policies and generally accepted industry standards. The Village reserves the right to enter upon and repair any or all damage to the areas surrounding the licensee's premises, and if such damage is caused by Licensee, then the actual, reasonable and documented cost of such repair shall be the responsibility of the Licensee.

Notwithstanding any provisions to the contrary herein, in the event of an unexpected repair or emergency, Licensee may access the ROW's and commence such Emergency Maintenance work as required under the circumstances, provided Licensee shall comply with the requirements for Emergency Maintenance set forth in the Right of Way Control Ordinance.

9. **Restoration of ROW's.** Licensee shall grade and restore all areas disturbed or damaged by construction operations in compliance with the Right of Way Control Ordinance. All disturbed or damaged grass areas shall be restored with sod.

In the event Licensee fails, in a timely manner, to restore any disturbances or make any and all repairs to the ROW's or other Village property, the Village may make or cause to be made such restoration or repairs, and upon written demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the Village Licensee shall reimburse the Village for such costs, or Village may demand payment from the security posted by the Licensee, which payment must be received by the Village within thirty (30) days of demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the Village. The remedies described herein shall not be considered mutually exclusive, provided the Village may only receive one full recovery of its expenses.

10. **Damage to Licensee's System.** Unless directly and proximately caused by the acts of the Village, neither the Village nor its officials, officers, employees and agents shall be liable for and Licensee expressly waives all claims for any damage to or loss of Licensee's System within the ROW's.

11. **Licensee Form of Business Disclosure.** Licensee agrees to complete and maintain on file with the Village a current Disclosure Affidavit, attached as Exhibit "C" to this Agreement. In addition, Licensee shall comply with the annual registration requirements set forth in the Right of Way Control Ordinance.

12. **No Transfer or Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns. During the term of this Agreement, Licensee acknowledges and agrees that it does not have the right or authority to transfer or assign this Agreement or any interest herein without the prior written consent of the Village, which will not be reasonably withheld or delayed; provided, however, this Agreement may be assigned by the Licensee without consent to an affiliate, or to a successor in connection with a merger, reorganization or sale of all or substantially all of Licensee's assets or ownership.

13. **Indemnity/Hold Harmless.** To the fullest extent permitted by law, Licensee shall defend, indemnify, keep and hold harmless the Village and its officials, officers, employees and agents from and against all injuries, deaths, losses, damages, claims, demands, suits, liabilities, judgments, costs and expenses, including reasonable attorneys' fees, which may arise out of, or result from, directly or indirectly, any negligent, careless or wrongful acts or omissions or from the reckless or willful misconduct of Licensee, its affiliates, officers, employees, agents, contractors or subcontractors in the installation, operation, relocation, repair, maintenance or removal of the System or Licensee's use of ROW's, and in providing or offering service over the System.

Licensee shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, Licensee shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Licensee to indemnify the Village for its own negligence. The indemnification required hereunder shall not be limited by the amount of the insurance to be maintained hereunder.

14. **Insurance.** Licensee shall maintain, at its own expense, insurance which complies with the Right of Way Control Ordinance.

15. **Security.** Prior to performing work in the ROW's, Licensee shall establish a security fund in the amount of Five Thousand Dollars (\$5,000.00), which shall be provided to the Village in the form of a Construction Bond. This shall serve as security for the purposes set forth above including but not limited to the installation of the System in compliance with applicable plans, permits, technical codes and standards, the proper location of the System as specified by the Village, restoration of ROW's and other property affected by the construction or to satisfy any claims or damages.

16. **Termination.** This Agreement may be terminated by Licensee at any time during the term, and for any reason, by the giving of thirty (30) days advance written notice to the Village of its intention to terminate. This Agreement may be terminated by the Village only for the following reasons:

- A. A material violation of the terms of this Agreement where Licensee fails to cure such material violation within thirty (30) days after receipt of written notice by

Village which identifies the violation, including failure to pay the License Fee or other compensation required by Section 4.

- B. The material failure of Licensee to comply with all applicable local, State and Federal laws, rules, regulations in any way governing or applying to Licensee's System.
- C. Licensee made fraudulent, false, misrepresenting, or materially incomplete statements in seeking this Agreement or in the permit application.
- D. Construction of its System contrary to the plans and specifications approved by the Village.
- E. The Licensee has been adjudged to be bankrupt, has a receiver appointed for it, makes an assignment for the benefit of creditors, or has a significant amount of its property sold under the execution or other legal process or is seized by creditors.
- F. The Licensee transfers this License without Village approval as required herein.
- G. The Licensee ceases its business operations, or otherwise abandons the System, unless such abandonment is temporary due to events beyond the reasonable control of Licensee.
- H. Licensee's physical presence or presence of Licensee's System on, over, above, along, upon, under, across or within the ROW's presents a direct or imminent threat to the public health, safety or welfare.
- I. Failure to provide the required traffic control and to respond to requests from the Village to correct such deficiencies within a reasonable time.
- J. Licensee's failure to remit all applicable taxes and fees resulting from the provision of services over and through Licensee's System.

Upon the termination of this License, whether by either party and for whatever reason, Licensee shall at the Village's request remove Licensee's System from the Village's ROW's within thirty (30) days of such termination, and shall perform all restoration work to the ROW's as required by Village ordinances and policies.

17. **Amendments.** This Agreement represents the entire agreement between the parties. No oral changes or modifications of this Agreement shall be permitted or allowed. Changes or modifications to this Agreement shall be made only in writing and upon necessary and proper signature of the Licensee and the Village.

18. **Severability.** In the event that any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereto.

19. **Governing Law; Venue.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois. The venue for any dispute between the parties shall be in the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois, or the United States District Court for the Northern District of Illinois.

20. **Taxes.** Nothing contained in this Agreement shall be construed to exempt Licensee from any fee, tax, property tax levy or assessment which is or may be hereafter lawfully imposed, and Licensee shall be responsible for the payment of any taxes assessed relative to its use of the ROW's or its operation of the System.

21. **No Waiver.** The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

22. **Notice.** Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

If to Village: Village of Gilberts
 Attn: Village Administrator
 87 Galligan Road
 Gilberts, Illinois

If to Licensee: WideOpenWest Illinois, LLC
 Attn: Business Manager
 1674 Frontenac Rd
 Naperville, IL 60563

IN WITNESS THEREOF, the parties have signed below, effective as of the Effective Date, by their duly authorized representatives.

VILLAGE:

VILLAGE OF GILBERTS

By: _____

Its: _____

Attest: _____

Village Clerk

LICENSEE:

WIDEOPENWEST ILLINOIS, LLC

By: _____

Its: _____

EXHIBIT "A"

LOCATIONS OF RIGHTS-OF-WAY FOR LICENSEE'S SYSTEM

INSERT DETAILS OF CONSTRUCTION HERE.

Further details contained in Attachment 1 which is included with the permit application.

EXHIBIT "B"

SYSTEM MAP



EXHIBIT "C"

(NOTE: This Affidavit must be completely filled out and signed by the Licensee or a determination that the contract is exempt from any section must be obtained.)

I. BUSINESS STATUS STATEMENT

I, the undersigned, being duly sworn, do state as follows:

A. WideOpenWest Illinois, LLC (hereafter "Licensee") is a:

(Place mark in front of appropriate type of business)

_____ Corporation (if a C-Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

_____ Individual Proprietorship (if an individual, complete D)

_____ Limited Liability Corporation (if an LLC, Complete C)

B. CORPORATION

The State of incorporation is: _____

The Registered agent of the corporation in Illinois is:

Name

Address

City, State, Zip

Telephone

The Corporate Officers are as follows:

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

C. PARTNERSHIP OR LLC

The partners or members are as follows: (Attach additional sheets if needed)

WideOpenWest Illinois LLC is operated locally at:
1674 Frontenac Rd
Naperville, IL 60563

WideopenWest Illinois, LLC is wholly owned by
WideOpenWest Finance, LLC
7887 E. Belleview Ave Suite 1000
Englewood, CO 80111

The entity with ultimate controlling interest is:
Avista Capital Partners
65 E 55th St 18th Floor
New York, NY 10022

D. INDIVIDUAL PROPRIETORSHIP

The business address is:

Telephone: _____

My home address is:

Telephone: _____

E. Under penalty of perjury, **WideOpenWest Illinois, LLC**
Licensee's Name

Certifies that **04-3561698** is its correct Federal Taxpayer Identification Number or in the case of an individual or sole proprietorship, Social Security Number.

LICENSEE

By: _____

Its: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

**A RESOLUTION AMENDING AN AGREEMENT BETWEEN THE
VILLAGE OF GILBERTS AND MDC ENVIRONMENTAL SERVICES,
INC. FOR RESIDENTIAL WASTE DISPOSAL SERVICES**

WHEREAS, on March 1, 2011, the Board of Trustees of the Village of Gilberts adopted Resolution No. 10-2011R authorizing and approving an agreement with MDC Environmental Services for residential waste hauling and disposal services ("**Original Agreement**"); and

WHEREAS, the Original Agreement will expire on April 30, 2016; and

WHEREAS, the Village Board has determined that it is in the best interests of the Village to amend and extend the Original Agreement, as set forth in this Resolution;

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

Section 1. Amendment and Extension of Original Agreement. The Village Board of Gilberts hereby approves the amendment and extension of the Original Agreement, in the form and substance attached to this Resolution as Exhibit A ("**Amendment**") and authorizes the Village President to execute the Amendment and such other documents as are necessary.

Section 2. Continued Effective of Original Agreement. Except as expressly amended by the Amendment in Exhibit A, the Original Agreement will remain in full force and effect.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its approval in the manner provided by law.

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

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

APPROVED this _____ day of _____, 2015

(SEAL)

Village President Rick Zirk

ATTEST: _____
Village Clerk, Debra Meadows

Exhibit A
Amendment

**AMENDMENT TO THE AGREEMENT BETWEEN THE
VILLAGE OF GILBERTS AND MDC ENVIRONMENTAL SERVICES, INC.
FOR RESIDENTIAL WASTE DISPOSAL SERVICES**

THIS AMENDMENT to the Residential Waste Disposal Agreement (May 1, 2011 – April 30, 2016), approved on March 1, 2011, by and between the Village of Gilberts, Illinois, an Illinois municipal corporation ("**Gilberts**") and MDC Environmental Services, Inc., ("**MDC**") is made on the ____ day of _____, 2015 ("**Amendment**") by and between Gilberts and MDC;

WHEREAS, on March 1, 2011, the Board of Trustees of the Village of Gilberts adopted Resolution No. 10-2011R authorizing and approving an agreement with MDC Environmental Services for residential waste hauling and disposal services ("**Original Agreement**"); and

WHEREAS, the Original Agreement will expire on April 30, 2016; and

WHEREAS, the Village Board has determined that it is in the best interests of the Village to amend and extend the Original Agreement, as set forth in this Resolution;

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter set forth, Gilberts and MDC agree as follows:

SECTION ONE. **Recitals.** The recitals set forth above are incorporated as if fully set forth in this Section 1.

SECTION TWO. **Amendment to Section 2.** Section 2, entitled "Term," of the Original Agreement shall be amended as follows:

2. **Term.** The ~~initial~~ term of this Agreement shall commence on May 1, 2011 and shall terminate on ~~April 30, 2016~~ August 30, 2023. This Agreement shall be effective as of May 1, 2011 ("**Effective Date**").

SECTION THREE. **Amendment to Section 5.a.** Section 5.a, entitled "Scope of Work," of the Original Agreement shall be amended as follows:

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 this Agreement as Exhibits A and B, **as hereby amended,** and in the manner described in this Agreement ("Waste Collection Services").

SECTION FOUR. **Amendment to Section 5.c.** Section 5.c, entitled "Refuse and Recycling Carts," of the Original Agreement shall be amended as follows:

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.

(1) Contractor shall provide extra green (garbage) 65-gallon cart lids and extra yellow (recycling) 95-gallon cart lids to the Village Public Works Department. Contractor shall train and allow Public Works staff to switch the lids on a resident's carts, at a resident's request, (i.e. lids may be switched so that the 95-gallon toter is for recycling and the 65-gallon toter is for garbage).

(2) Contractor 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.

SECTION FIVE. Amendment to Section 5. Section 5, entitled "Contractor's Obligations," of the Original Agreement shall be amended to add a new subsection k, as follows:

k. E-Waste Events. Contractor will provide all transportation necessary for the Village to conduct up to two (2) E-Waste recycling events each year. The Village 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. Contractor 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 Contractor in advance. The cost of disposal of the E-Waste will be paid through an additional surcharge to customers' bills for that month. Upon request of the Village, Contractor agrees to assist the Village in implementing additional Village E-Waste programs as appropriate and reasonable.

SECTION SIX. Amendment to Section 6. Section 6, entitled "Fees and Costs," of the Original Agreement shall be amended as follows:

6. Fees and Costs.

<u>Period</u>		<u>Monthly Rate</u>
5/1/2011-4/30/2012		\$17.85
5/1/2012-4/30/2013		\$18.39
5/1/2013-4/30/2014		\$18.94

5/1/2015-4/30/2015		\$19.51
5/1/2015- 4/30/16 <u>8/31/2015</u>		\$20.09
<u>9/1/2015 - 8/31/2016</u>		<u>\$19.51</u>
<u>9/1/2016-8/31/2017</u>		<u>\$19.51 +</u> <u>Annual CPI-U adjustment*</u>
<u>9/1/2017-8/31/2018</u>		<u>Previous year rate +</u> <u>Annual CPI-U adjustment*</u>
<u>9/1/2018-8/31/2019</u>		<u>Previous year rate +</u> <u>Annual CPI-U adjustment*</u>
<u>9/1/2019-8/31/2020</u>		<u>Previous year rate +</u> <u>Annual CPI-U adjustment*</u>
<u>9/1/2020-8/31/2021</u>		<u>Previous year rate +</u> <u>Annual CPI-U adjustment*</u>
<u>9/1/2021-8/31/2022</u>		<u>Previous year rate +</u> <u>Annual CPI-U adjustment*</u>
<u>9/1/2022-8/31/2023</u>		<u>Previous year rate +</u> <u>Annual CPI-U adjustment*</u>

* For each new period starting on 9/1/2016 and thereafter, the previous year's monthly rate shall be adjusted by the Consumer Price Index-Urban (CPI-U) Midwest Region as reported by the U.S. Bureau of Labor Statistics. The monthly rate shall be adjusted by the 12-month percent change rate for the preceding July (i.e. the 9/1/2016 rate adjustment shall be \$19.51 + the 12-month percent rate change for July 2016) or the latest available month.

SECTION SEVEN. Amendment to Section Exhibit A, Section 6. Subsection A, entitled "Municipal Facilities," of Section 6, entitled General Requirements, of Exhibit A of the Original Agreement shall be amended as follows:

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, **1 x 20-yard dumpster (not to exceed 10 tons/month).**
- 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

SECTION EIGHT. Amendment to Section Exhibit A, Section 6. Subsection B, entitled “Special Events,” of Section 6, entitled General Requirements, of Exhibit A of the Original Agreement shall be amended as follows:

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)~~ **(4 days – late May/early June)**

- a. ~~5~~ 25 total portable toilets (~~4~~20 regular + ~~1~~5 ADA)
 - b. ~~3~~10 hand wash stations
 - c. ~~35~~ 60 x 96 gal wheeled toter (~~20~~ 45 garbage 15 recycle)
 - d. 1 roll-off dumpster
- 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)
- a. ~~3~~ 6 total portable toilets (4 regular + 2 ADA)
 - b. + 2 hand wash stations
 - c. ~~5~~ 8 x 96 gal wheeled toter (~~3~~ 6 garbage 2 recycle)
- 4) Sports seasons (April 1 through October 31)
- a. Waitcus Park (Higgins Road west of UP RR tracks)- 2 total portable toilets (1 regular 1 ADA), 1 hand wash station, 4 x 96 gal wheeled toter (3 garbage 1 recycle)
 - b. Memorial Park (355 Tyrrell Road)- 3 total portable toilets (2 regular 1 ADA), 1 hand wash station, 4 x 96 gal wheeled toter (3 garbage 1 recycle)
 - c. Town Center Park (301 Columbia Lane)- 4 total portable toilets (3 regular 1 ADA), 1 hand wash station, 6 x 96 gal wheeled toter (4 garbage 2 recycle)
 - d. Town Square Park (195 Jackson Street) – 4 total portable toilets (2 regular 2 ADA), 1 hand wash station, 3 x 96 gal wheeled toter (2 garbage 1 recycle)
 - e. Gilberts Elementary School Football Field (729 Paperbark Lane) – 5 total portable toilets (4 regular 1 ADA), 2 hand wash stations

SECTION NINE. **Continued Effect of Agreement.** Except as expressly amended by this Amendment, all the covenants, terms, conditions and provisions of the Original Agreement shall remain and be in full force and effect without change or amendment.

In Witness Whereof, Gilberts and MDC have made and executed and delivered this Amendment on the date first set forth above.

MDC ENVIRONMENTAL SERVICES, INC. VILLAGE OF GILBERTS

By: _____

By: _____

Its: _____

Village President

33-2015

VILLAGE OF GILBERTS RESOLUTION

A Resolution approving the Prairie Business Park Maintenance Bond #0615388 expires on September 4, 2016

WHEREAS, Interstate Partners LLC, (“Developer”), is the Developer of Prairie Business Park, and the Village has received a letter from its Consulting Engineers, Baxter and Woodman, that recommends that the timing of the two year maintenance Bond #0615388 commences at the time the improvements were accepted back in September 2014 as noted in Baxter & Woodman’s recommendation letter attached hereto and made as apart hereof as Exhibit “A”; and

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

Section 1: The recitals set forth above are incorporated into this Section 1.

Section 2. The Village authorizes Bond #0615388 to expire on September 4, 2016.

Section 3: This Resolution shall be in full force and effect from and after passage and approval in accordance with law.

Passed this ____ day of _____, 2015 by roll call vote as follows:

	<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

Village President, Rick Zirk

ATTEST: _____
Debra Meadows, Village Clerk

8678 Ridgefield Road
Crystal Lake, IL 60012
815.459.1260
815.455.0450
www.baxterwoodman.com
info@baxterwoodman.com



Memo

To: Ray Keller, Village Administrator

Village of Gilberts

From: Bill Blecke

Date: August 12, 2015

Project No.: 120532.80

Subject: Gilberts – Prairie Business Park – Phase I Infrastructure TIF Bond Release

Ray;

We have reviewed the submitted request dated August 07, 2015 along with supporting waivers of lien from contractors for verification of the TIF Bond Reduction Certification. Subdivision Performance Bond #0615388, by the International Fidelity Insurance Co. is for the amount of \$1,311,535.78.

The request for partial reduction based on the work completed and verified by the waivers reviewed in the amount of \$996,653.54 was approved in December 0f 2013. Since that time all work has been completed including street lighting for which waivers have been submitted. The improvements punch list work is completed and record drawings submitted and approved.

It is appropriate at this time to release the improvement bond noted above in lieu of the required two year maintenance bond in the amount of 10% of the original guarantee bond, or **\$131,153.58**. Interstate Partners has requested that the timing of the two year maintenance bond commences at the time the improvements were accepted back in September of 2014. We believe this is a reasonable request and therefore recommend that the maintenance bond expiry date can be September 4, 2016.

Bill Blecke

I:\Crystal Lake\GILBV\120532-Riemer Redev\80-PlanReview\Work\Phase 1A - public imp\Ph I
TIF bond release - 08-12-15.docx

VILLAGE OF GILBERTS

RESOLUTION

A Resolution approving the reduction of Prairie Business Park Subdivision Performance Bond

WHEREAS, Interstate Partners LLC, ("Developer"), is the Developer of Prairie Business Park, and the Village has received a letter from its Consulting Engineers, Baxter and Woodman, that recommends the reduction of the value of the Subdivision Performance Bond for the Gilberts' Prairie Business Park as attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, the Developer has submitted a request that the Performance Bond be partially reduced by \$995,333.70 and has submitted the necessary supporting documentation to the Village. Upon recommendation of the Consulting Engineers, Baxter & Woodman and Village Board approval, the amount of the said bond shall be reduced by the sum of \$995,333.70; and

WHEREAS, the Village is prepared to reduce the Performance Bond to the amount of \$316,202.08; and

WHEREAS, at this time the Village is not accepting any public improvements; and

WHEREAS, the maintenance period for any public improvements has not commenced; and

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

Section 1: Recitals. The recitals set forth above are incorporated into this Section 1.

Section 2. The Village authorizes the reduction of a Subdivision Bond, which had been posted by and on behalf of Interstate Partners LLC, to the amount of \$316,202.08.

Section 3: This Resolution shall be in full force and effect from and after passage and approval in accordance with law.

Passed this 12th day of Dec, 2013 by roll call vote as follows:

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

APPROVED THIS 17th DAY OF Dec, 2013

See attached

Village President, Rick Zirk

ATTEST: _____
Debra Meadows, Village Clerk

APPROVED THIS 17 DAY OF Dec, 2013



Village President, Rick Zirk

ATTEST:



Debra Meadows, Village Clerk



FORM OF
SUBDIVISION PERFORMANCE BOND
Bond #0615388

Annual Premium on bond amount is due at each renewal anniversary until bond is released, in writing, by the Village of Gilberts, IL.

KNOW ALL MEN BY THESE PRESENTS: that JSR PROPERTIES, LTD and INTERSTATE PARTNERS LLC, an Illinois Limited Liability Company ("**Developer**"), of 2860 Galvin Drive, Elgin, IL 60124, as Principal, hereinafter called Developer, and **International Fidelity Insurance Company, One Newark Center, 20th Floor, Newark, NJ 07102** as Surety, a corporation organized and existing under the laws of the State of **New Jersey**, hereinafter called Surety, are held and firmly bound unto the **Village of Gilberts, Illinois**, as Obligee, hereinafter called the Village, in the full and just sum of **One Million Three Hundred Eleven Thousand Five Hundred Thirty Five Dollars and 78/100----** (\$1,311,535.78), for the payment of which sum of money well and truly to be made, Developer and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest, and any other fees and expenses resulting from or incurred by reason of Developer's failure to promptly and faithfully perform its contract with Village, said contract being more fully described below, and to include attorneys' fees, court costs, and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, the Village has approved a **Development Agreement, Approval Ordinance #12-2013** approving the development of certain real property in the Village ("**Approvals**"), by and pursuant to which the Developer has the obligation to construct and install certain improvements at the **Prairie Business Park Phase 1A Infrastructure & Mass Grading (Part of Phase I) to include Excavation, Grading & Erosion Control, Sanitary Sewer, Watermain, Storm Sewer, Paving, Curbs, Sidewalk, Street Lights & Signage – See attached Engineer's Opinion of Probable Construction Cost ("Improvements")** for the development of the property located at **Prairie Business Park, Gilberts, Illinois ("**Property**")**, the terms and conditions of which the Approvals are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Developer shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions and agreements of said Developer under the Approvals relating to the construction of the Improvements described therein, including, but not limited to, Developer's obligations under the Approvals: (1) to provide, perform and complete at the Property and in the manner specified in the Approvals all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the construction, installation, and completion of the Improvements required in the Approvals; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith; (3) to pay all applicable federal, state, and local taxes; (4) to do all other things required of Developer by the Approvals; and (5) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Approvals; all of which is herein referred to as the "**Work**," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Village or Developer to the other in or to the terms of the Approvals; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to the mode or manner of payment therefor; or in or to Village-furnished facilities, equipment, material, service, or sites; shall in any way release Developer and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and notice of any and all defaults by Developer being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Developer's default be greater than the obligations of Developer under the Approvals in the absence of such Developer default.

In the event of a default or defaults by Developer, Village shall have the right to take over and complete the Developer's obligations under the Approvals upon 30 calendar days' written notice to Surety, in which event Surety shall pay Village all costs incurred by Village in taking over and completing the Approvals.

At its option, Village may instead request that Surety take over and complete the Developer's obligations under the Development Agreement, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Village notifies Surety that Village wants Surety to take over and complete the Developer's obligations under the Approvals.

Village shall have no obligation to actually incur any expense or correct any deficient performance of Developer in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Village or the heirs, executors, administrators, or successors of Village.

Signed and sealed this 21st day of June, 2013.

Attest/Witness:

By:



By:



Witness:

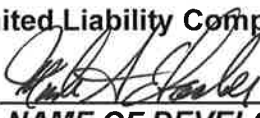
By:



PRINCIPAL:

**INTERSTATE PARTNERS LLC, a
Limited Liability Company**

By:



NAME OF DEVELOPER

JSR PROPERTIES, LTD

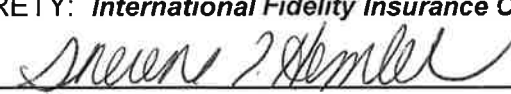
By:



NAME OF DEVELOPER

SURETY: International Fidelity Insurance Company

By:



Sherene L. Hemler
Attorney in Fact

**FORM OF
SUBDIVISION LABOR AND MATERIAL PAYMENT BOND
Bond #0615388**

KNOW ALL MEN BY THESE PRESENTS: that **JSR PROPERTIES, LTD and INTERSTATE PARTNERS LLC**, an Illinois Limited Liability Company of 2860 Galvin Drive, Elgin, IL 60124, as Principal, hereinafter called Developer, and **International Fidelity Insurance Company, One Newark Center, 20th Floor, Newark, NJ 07102**, as Surety, a corporation organized and existing under the laws of the State of **New Jersey** hereinafter called Surety, are held and firmly bound unto the Village of Gilberts, Illinois, as Obligatee, hereinafter called the Village, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of **One Million Three Hundred Eleven Thousand Five Hundred Thirty Five Dollars and 78/100--- (\$1,311,535.78)** to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Developer and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, the Village has approved an **Development Agreement, Approval Ordinance #12-2013** approving the development of certain real property in the Village ("**Approvals**"), by and pursuant to which Developer has the obligation to construct and install certain improvements at the **Prairie Business Park Phase 1A Infrastructure & Mass Grading (Part of Phase I) to include Excavation, Grading & Erosion Control, Sanitary Sewer, Watermain, Storm Sewer, Paving, Curbs, Sidewalk, Street Lights & Signage – See attached Engineer's Opinion of Probable Construction Cost ("Improvements")** for the development of the property located at **Prairie Business Park, Gilberts, Illinois ("Property")**, the terms and conditions of which Approvals are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Developer shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Developer's obligations under the Approvals: (1) to provide, perform and complete at the Property and in the manner specified in the Approvals all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the construction, installation, and completion of the Improvements required in the Approvals; (2) to procure and furnish all permits, licenses, and other governmental approvals, and authorizations necessary in connection therewith; (3) to pay all applicable federal, state, and local taxes; (4) to do all other things required of Developer by the Approvals; and (5) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Approvals; all of which is herein referred to as the "**Work**," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Developer or with a subcontractor of Developer to provide, perform, or complete any part of the Work.

Developer and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of or service or repairs on machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Village shall not be liable for the payment of any costs or expenses of any such suit. To the extent applicable, the provisions of 30 ILCS 550/1 and 30 ILCS 550/2 shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Developer and Surety hereby jointly agree that Village may sue on this bond if Village is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Village to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of Village or Developer to the other in or to the terms of the Approvals; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Village-furnished facilities, equipment, material, service, or site; or in or to the mode or manner of payment therefor shall in any way release Developer and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by Developer or of Village's termination of Developer being hereby waived by Surety.

Signed and sealed this 21st day of June, 2013.

Attest/Witness:

PRINCIPAL:

**INTERSTATE PARTNERS LLC, a
Limited Liability Company**

By: 

By: 

NAME OF DEVELOPER

JSR PROPERTIES, LTD

By: 

By: 

NAME OF DEVELOPER

Witness:

SURETY: **International Fidelity Insurance Company**

By: 

By: 

Sherene L. Hemler

Title: _____

Title: Attorney in Fact

RWG Engineering, LLC

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST FOR

PRAIRIE BUSINESS PARK PHASE 1A INFRASTRUCTURE & MASS GRADING (PART OF PHASE I)

GILBERTS, ILLINOIS

BASED ON PLANS BY RWG ENGINEERING, LLC, LATEST DATE 03/21/13

FILE: 01600112

DATE: 12/20/12

REV: 04/01/13

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
A. EXCAVATION, GRADING & EROSION CONTROL					
1.	SILT FENCE	4,475	L.F.	2.50	11,187.50
2.	CONSTRUCTION ENTRANCE	1	EA.	2,500.00	2,500.00
3.	EXCAVATION & GRADING (TOPSOIL & STRUCTURAL) (PRAIRIE ROW, TRILLIUM EAST SIDE ROW, BASIN LOT 28)	3.92	AC.	15,000.00	58,800.00
4.	4" TOPSOIL RESPREAD, FINE GRADING & SEEDING	3,575	S.Y.	2.25	8,043.75
5.	INLET PROTECTION FILTER BASKETS	18	EA.	500.00	9,000.00
6.	EROSION CONTROL BLANKET (NAG DS150)	1,930	S.Y.	3.50	6,755.00

TOTAL EXCAVATION, GRADING & EROSION CONTROL \$ 96,286.25

B. SANITARY SEWER

1.	8" PVC SANITARY SEWER (SDR 26): 0' - 12' DEPTH	1,009	L.F.	75.00	75,675.00
2.	8" PVC SANITARY SEWER (SDR 26): 12' - 16' DEPTH	211	L.F.	125.00	26,375.00
3.	8" PVC SANITARY SEWER (SDR 26): 16' - 20' DEPTH	308	L.F.	210.00	64,680.00
4.	48" MANHOLE TYPE A W/FRAME & LID: 0' - 12' DEPTH	5	EA.	3,500.00	17,500.00
5.	48" MANHOLE TYPE A W/FRAME & LID: 16' - 20' DEPTH	2	EA.	7,500.00	15,000.00
6.	48" MANHOLE TYPE A W/FRAME & LID: 20' - 24' DEPTH	2	EA.	9,000.00	18,000.00
7.	EXTERIOR DROP CONNECTION ASSEMBLIES	2	EA.	1,500.00	3,000.00
8.	CONNECT TO EXISTING 18" SEWER	1	EA.	7,500.00	7,500.00
9.	SELECT GRANULAR TRENCH BACKFILL (CA-6)	1,375	C.Y.	30.00	41,250.00
10.	REMOVE EXIST 18" SEWER & PLUG MANHOLE	1	L.S.	9,900.00	9,900.00

TOTAL SANITARY SEWER \$ 278,880.00

C. WATERMAIN

1.	6" D.I. WATERMAIN w/POLY, incl FITTINGS (FH LEADS)	2,090	L.F.	60.00	125,400.00
2.	8" D.I. WATERMAIN w/POLY, incl FITTINGS	1,990	L.F.	66.00	131,340.00
3.	12" D.I. WATERMAIN w/POLY, incl FITTINGS	100	L.F.	80.00	8,000.00
4.	FIRE HYDRANT w/AUX VALVE	7	EA.	5,000.00	35,000.00
5.	8" VALVE w/48" DIA VAULT, COMPLETE	4	EA.	3,200.00	12,800.00
6.	8" VALVE w/60" DIA VAULT, PRESSURE TAP	2	EA.	6,400.00	12,800.00

7.	12" VALVE w/60" DIA VAULT, COMPLETE	2	EA.	4,800.00	9,600.00
8.	8" VALVE & BOX, COMPLETE	3	EA.	2,300.00	6,900.00
9.	SELECT GRANULAR TRENCH BACKFILL (CA-6)	385	L.F.	40.00	15,400.00
10.	R & R SOLA DRIVE FOR WATERMAIN INSTALL	1	L.F.	8,500.00	8,500.00

TOTAL WATERMAIN \$ 240,340.00

D. STORM SEWER

1.	6" PVC DRAIN TILE	120	L.F.	20.00	2,400.00
2.	12" RCP STORM SEWER incl BEDDING & SPOIL REMOVAL	405	L.F.	48.00	19,440.00
3.	15" RCP STORM SEWER incl BEDDING & SPOIL REMOVAL	207	L.F.	50.00	10,350.00
4.	18" RCP STORM SEWER incl BEDDING & SPOIL REMOVAL	382	L.F.	58.00	22,156.00
5.	21" RCP STORM SEWER incl BEDDING & SPOIL REMOVAL	31	L.F.	62.00	1,922.00
6.	24" RCP STORM SEWER incl BEDDING & SPOIL REMOVAL	104	L.F.	65.00	6,760.00
7.	27" RCP STORM SEWER incl BEDDING & SPOIL REMOVAL	294	L.F.	72.00	21,168.00
8.	30" RCP STORM SEWER incl BEDDING & SPOIL REMOVAL	403	L.F.	80.00	32,240.00
9.	36" RCP STORM SEWER incl BEDDING & SPOIL REMOVAL	398	L.F.	90.00	35,820.00
10.	PRECAST CONCRETE FES w/ GRATE - 12"	1	EA.	900.00	900.00
11.	PRECAST CONCRETE FES w/ GRATE - 15"	3	EA.	1,050.00	3,150.00
12.	PRECAST CONCRETE FES w/ GRATE - 36"	2	EA.	1,700.00	3,400.00
13.	24" DIAMETER INLET	7	EA.	1,000.00	7,000.00
14.	48" DIAMETER CATCH BASIN	11	EA.	3,000.00	33,000.00
15.	72" DIAMETER CATCH BASIN	1	EA.	5,500.00	5,500.00
16.	48" DIAMETER MANHOLE	3	EA.	3,000.00	9,000.00
17.	60" DIAMETER MANHOLE	2	EA.	3,800.00	7,600.00
18.	72" DIAMETER MANHOLE	6	EA.	5,000.00	30,000.00
19.	72" DIAMETER SPECIAL STRUCTURE w/ RESTRICTORS	1	EA.	7,500.00	7,500.00
20.	SELECT GRANULAR TRENCH BACKFILL (CA-6)	585	L.F.	55.00	32,175.00
21.	TEMPORARY PVC RISER	1	EA.	800.00	800.00
22.	RIP RAP DEBRIS TRAPS	3	EA.	1,500.00	4,500.00
23.	RIP RAP BASIN OVERFLOW w/ GEOTEXTILE	1	EA.	2,750.00	2,750.00

TOTAL STORM SEWER \$ 299,531.00

E. PAVING, CURBS, SIDEWALK

1.	REMOVE EXISTING B6.12 C&G	130	L.F.	15.00	1,950.00
2.	INTEGRAL CAST 6" BARRIER CONCRETE CURB	1,984	L.F.	8.00	15,872.00
3.	6" DUCTILECRETE PAVT ON 4" AGG BASE (CA-6) (PRAIRIE PKWY & APRONS @ TRILLIUM & BLDG ACCESSSES)	5,540	S.Y.	35.50	196,670.00
4.	PAVEMENT STRIPES	1	L.S.	2,000.00	2,000.00
5.	PCC SIDEWALK - 5" WITH 3" AGG BASE (CA-6) (ALONG PRAIRIE & BLDG II FRONTAGE ON SOLA)	6,910	S.F.	3.80	26,258.00
6.	PEDESTRIAN TRAIL - 6" LIMESTONE SCREENINGS w/ FABRIC (EAST SIDE LOT 30)	3,510	S.F.	1.80	6,318.00

TOTAL PAVING, CURBS, SIDEWALK \$ 249,068.00

F. STREET LIGHTS & SIGNAGE

1.	STREET LIGHTS	9	EA.	3,000.00	27,000.00
2.	STREET SIGNAGE	1	L.S.	1,200.00	1,200.00

TOTAL STREET LIGHTS & SIGNAGE \$ 28,200.00

SUMMARY

A. EXCAVATION, GRADING & EROSION CONTROL	96,286.25
B. SANITARY SEWER	278,880.00
C. WATERMAIN	240,340.00
D. STORM SEWER	299,531.00
E. PAVING, CURBS, SIDEWALK	249,068.00
F. STREET LIGHTS & SIGNAGE	28,200.00
	<hr/>
SUBTOTAL	\$1,192,305.25
ADD 10% CONTINGENCY	119,230.53
	<hr/>
TOTAL OPINION OF CONSTRUCTION COST	\$1,311,535.78

NOTE: THIS ENGINEER'S OPINION OF PROBABLE COST HAS BEEN PREPARED BASED ON THE ENGINEER'S EXPERIENCE AS A DESIGN PROFESSIONAL AND IS FURNISHED FOR INFORMATION ONLY. IT DOES NOT CONSTITUTE A GUARANTEE OF ACTUAL CONSTRUCTION COSTS.

HIGHLIGHTS:

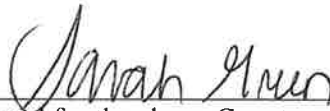
1. OFFSITE WATERMAIN EXTENSION ON SOLA & CENTRAL NOT INCLUDED (B & W PLANS).
2. EXISTING PAVT OVERLAY NOT INCLUDED - FUTURE PHASE WORK.
3. RT 72 AND TYRRELL RD IMPROVEMENTS NOT INCLUDED - SEPARATE PLAN SETS AND ESTIMATES.

Surety Company Acknowledgement

STATE OF **ILLINOIS**
COUNTY OF **COOK**

SS:

On this **21st day of June, 2013**, before me personally appeared **Sherene L. Hemler**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Palatine, Illinois**, that (s)he is the **Attorney in Fact** of **International Fidelity Insurance Company**, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



Notary Public in and for the above County and State

My Commission Expires: **04/17/16**



POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

CAROL A. DOUGHERTY, SARAH GREEN, J.S. POHL, ROBERT E. KAPPUS, JAMES L. SULKOWSKI,
ROBERT B. SCHUTZ, SHERENE L. HEMLER, STEPHEN L. WEBSTER

Palatine, IL.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Executive Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 21st day of June, 2013.

MARIA BRANCO, Assistant Secretary

BOND RIDER

To be attached to and form a part of Bond - Misc. No. 0615388 dated **June 21, 2013** issued by **International Fidelity Insurance Company** as Surety, on behalf of **JSR PROPERTIES, LTD and INTERSTATE PARTNERS LLC, an Illinois Limited Liability Company**, as Principal, in the penal sum of One Million Three Hundred Eleven Thousand Five Hundred Thirty Five Dollars and 78/100---(\$1,311,535.78) and in favor of **Village of Gilberts, Illinois**.

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

The **Bond Amount** is hereby changed

From: **\$1,311,535.78**

To: **\$ 316,202.08**

Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of the 18th day of December, 2013.

Signed, sealed and dated this 18th day of December, 2013.

**INTERSTATE PARTNERS LLC, an Illinois
Limited Liability Company**

BY: 

JSR PROPERTIES, LTD

BY: 

International Fidelity Insurance Company

BY: 

Carol A. Dougherty, Attorney In Fact

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

CAROL A. DOUGHERTY, SARAH GREEN, J.S. POHL, ROBERT E. KAPPUS, JAMES L. SULKOWSKI, ROBERT B. SCHUTZ, SHERENE L. HEMLER, STEPHEN L. WEBSTER

Palatine, IL.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Executive Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 18th day of December, 2013.

MARIA BRANCO, Assistant Secretary

VILLAGE OF GILBERTS

RESOLUTION

A Resolution approving the release of the Prairie Business Park Subdivision Performance Bond for Building III and Burnett Drive Public Improvements

WHEREAS, Interstate Partners LLC, (“Developer”), is the Developer of Prairie Business Park, and the Village has received a letter from its Consulting Engineers, Baxter and Woodman, that recommends the release of the Subdivision Performance Bond #0615512 in the amount of \$1,067,084.70 for the Gilberts’ Prairie Business Park Building III and Burnett Drive as attached hereto and made a part hereof as Exhibit “A”; and

WHEREAS, the Developer has submitted a request that the Performance Bond be released and has submitted the necessary supporting documentation to the Village. Upon recommendation of the Consulting Engineers, Baxter & Woodman and Village Board approval, the amount of the said bond shall be release; and

WHEREAS, the Village is prepared to release the Performance Bond with the conditions as follows:

1. Submittal of a Maintenance/Warranty Bond in the amount of \$106,708.47: which is 10% of the Public Improvements guarantee bond.
2. Submittal of a separate cash bond or cash equivalent in the amount of \$3,000 for completion of the small remaining south extension of Burnett Drive to the south property line in accordance with the obligation contained in the existing Developer Agreement. The current end of Burnett Drive is approximately 8 feet from the property line in order that a proper grade transition could be provided without trespass onto the neighboring property to the south for which permission could not be obtained.

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

Section 1: Recitals. The recitals set forth above are incorporated into this Section 1.

Section 2. The Village authorizes the release of said Subdivision Bond, which had been posted by and on behalf of Interstate Partners LLC, to the amount of \$1,067,084.70.

Section 3: This Resolution shall be in full force and effect from and after passage and approval in accordance with law.

Passed this ____ day of _____, 2015 by roll call vote as follows:

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

APPROVED THIS ____ DAY OF _____, 2015

Village President, Rick Zirk

ATTEST: _____
Debra Meadows, Village Clerk

8678 Ridgfield Road
Crystal Lake, IL 60012
815.459.1260
815.455.0450
www.baxterwoodman.com
info@baxterwoodman.com



Memo

To: Ray Keller, Village Administrator

Village of Gilberts

From: Bill Blecke

Date: August 12, 2015

Project No.: 130395.64

Subject: Gilberts - Prairie Business Park - Building III Public Improvements Bond Release

Ray;

We have received the record drawings for the public improvements associated with Building III and Burnett Drive in the Prairie Business Park, prepared by RWG Engineering, LLC dated July 17, 2015.

We have reviewed the submitted record drawings and found them acceptable. The improvements have been installed in substantial conformance with the approved site design drawings; however this acceptance implies no warranty with regard to the operation of the installed improvements. All warranties of material and operation are solely between the developer of the site and the construction contractor(s).

It is appropriate for the Village to release the following bond for Building III/Burnett Drive public improvements:

Bond #0615512, International Fidelity Insurance Co. - in the amount of \$1,067,084.70

The conditions for release of the above bonds are as follows:

1. Submittal of a Maintenance/Warranty Bond in the amount of \$106,708.47; which is 10% of the Public Improvements guarantee bond.
2. Submittal of a separate cash bond or cash equivalent in the amount of \$3,000 for completion of the small remaining south extension of Burnett Drive to the south property line in accordance with the obligation contained in the existing Developer Agreement. The current end of Burnett Drive is approximately 8 feet from the property line in order that a proper grade transition could

FORM OF
SUBDIVISION PERFORMANCE BOND
Bond #0615512

Annual Premium on bond amount is due at each renewal anniversary until bond is released, in writing, by the Village of Gilberts, IL.

KNOW ALL MEN BY THESE PRESENTS: that JSR PROPERTIES, LTD and INTERSTATE PARTNERS LLC, an Illinois Limited Liability Company ("**Developer**"), of 2860 Galvin Drive, Elgin, IL 60124, as Principal, hereinafter called Developer, and **International Fidelity Insurance Company, One Newark Center, 20th Floor, Newark, NJ 07102** as Surety, a corporation organized and existing under the laws of the State of **New Jersey**, hereinafter called Surety, are held and firmly bound unto the **Village of Gilberts, Illinois**, as Obligee, hereinafter called the Village, in the full and just sum of **One Million Sixty Seven Thousand Eighty Four Dollars and 70/100----** (\$1,067,084.70), for the payment of which sum of money well and truly to be made, Developer and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest, and any other fees and expenses resulting from or incurred by reason of Developer's failure to promptly and faithfully perform its contract with Village, said contract being more fully described below, and to include attorneys' fees, court costs, and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, the Village has approved a **Development Agreement, Approval Ordinance #12-2013** approving the development of certain real property in the Village ("**Approvals**"), by and pursuant to which the Developer has the obligation to construct and install certain **public improvements associated with Burnet Drive at Prairie Business Park to include Excavation, Grading & Erosion Control, Sanitary Sewer, Watermain, Storm Sewer, Paving, Curbs, Sidewalk, Street Lights – See attached Engineer's Opinion of Probable Construction Cost ("Improvements")** for the development of the **public improvements associated with Burnet Drive at Prairie Business Park** located in **Prairie Business Park, Gilberts, Illinois ("**Property**")**, the terms and conditions of which the Approvals are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Developer shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions and agreements of said Developer under the Approvals relating to the construction of the Improvements described therein, including, but not limited to, Developer's obligations under the Approvals: (1) to provide, perform and complete at the Property and in the manner specified in the Approvals all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the construction, installation, and completion of the Improvements required in the Approvals; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith; (3) to pay all applicable federal, state, and local taxes; (4) to do all other things required of Developer by the Approvals; and (5) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Approvals; all of which is herein referred to as the "**Work**," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Village or Developer to the other in or to the terms of the Approvals; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to the mode or manner of payment therefor; or in or to Village-furnished facilities, equipment, material, service, or sites; shall in any way release Developer and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and notice of any and all defaults by Developer being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Developer's default be greater than the obligations of Developer under the Approvals in the absence of such Developer default.

In the event of a default or defaults by Developer, Village shall have the right to take over and complete the Developer's obligations under the Approvals upon 30 calendar days' written notice to Surety, in which event Surety shall pay Village all costs incurred by Village in taking over and completing the Approvals.

At its option, Village may instead request that Surety take over and complete the Developer's obligations under the Development Agreement, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Village notifies Surety that Village wants Surety to take over and complete the Developer's obligations under the Approvals.

Village shall have no obligation to actually incur any expense or correct any deficient performance of Developer in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Village or the heirs, executors, administrators, or successors of Village.

Signed and sealed this 1st day of December, 2014.

Attest/Witness:

By: 

By: 

Witness:
By: 

PRINCIPAL:


**INTERSTATE PARTNERS LLC, a
Limited Liability Company**

By: 
NAME OF DEVELOPER

JSR PROPERTIES, LTD

By: 
NAME OF DEVELOPER

SURETY: *International Fidelity Insurance Company*

By: 
Sherene L. Hemler
Attorney in Fact

FORM OF
SUBDIVISION LABOR AND MATERIAL PAYMENT BOND
Bond # 0615512

KNOW ALL MEN BY THESE PRESENTS: that JSR PROPERTIES, LTD and INTERSTATE PARTNERS LLC, an Illinois Limited Liability Company of 2860 Galvin Drive, Elgin, IL 60124, as Principal, hereinafter called Developer, and *International Fidelity Insurance Company, One Newark Center, 20th Floor, Newark, NJ 07102*, as Surety, a corporation organized and existing under the laws of the State of *New Jersey* hereinafter called Surety, are held and firmly bound unto the **Village of Gilberts, Illinois**, as Obligee, hereinafter called the Village, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of **One Million Sixty Seven Thousand Eighty Four Dollars and 70/100----** (\$1,067,084.70) to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Developer and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, the Village has approved an *Development Agreement, Approval Ordinance #12-2013* approving the development of certain real property in the Village ("*Approvals*"), by and pursuant to which Developer has the obligation to construct and install certain **public improvements associated with Burnet Drive at Prairie Business Park to include Excavation, Grading & Erosion Control, Sanitary Sewer, Watermain, Storm Sewer, Paving, Curbs, Sidewalk, Street Lights – See attached Engineer's Opinion of Probable Construction Cost ("*Improvements*")** for the development of the **public improvements associated with Burnet Drive at Prairie Business Park at Prairie Business Park, Gilberts, Illinois ("*Property*")**, the terms and conditions of which Approvals are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Developer shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Developer's obligations under the Approvals: (1) to provide, perform and complete at the Property and in the manner specified in the Approvals all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the construction, installation, and completion of the Improvements required in the Approvals; (2) to procure and furnish all permits, licenses, and other governmental approvals, and authorizations necessary in connection therewith; (3) to pay all applicable federal, state, and local taxes; (4) to do all other things required of Developer by the Approvals; and (5) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Approvals; all of which is herein referred to as the "**Work**," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Developer or with a subcontractor of Developer to provide, perform, or complete any part of the Work.

Developer and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of or service or repairs on machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Village shall not be liable for the payment of any costs or expenses of any such suit. To the extent applicable, the provisions of 30 ILCS 550/1 and 30 ILCS 550/2 shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Developer and Surety hereby jointly agree that Village may sue on this bond if Village is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Village to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of Village or Developer to the other in or to the terms of the Approvals; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Village-furnished facilities, equipment, material, service, or site; or in or to the mode or manner of payment therefor shall in any way release Developer and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by Developer or of Village's termination of Developer being hereby waived by Surety.

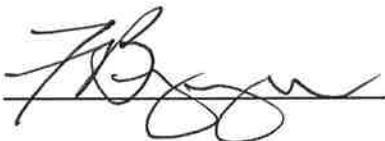
Signed and sealed this 1st day of December, 2014.

Attest/Witness:

PRINCIPAL:

**INTERSTATE PARTNERS LLC, a
Limited Liability Company**

By:



By:


NAME OF DEVELOPER

JSR PROPERTIES, LTD

By:



By:


NAME OF DEVELOPER

Witness:

SURETY: International Fidelity Insurance Company

By:



By:



Sherene L. Hemler

Title:

Title: Attorney in Fact

RWG Engineering, LLC

Civil Engineering · Real Estate Consulting · Project Management

975 E. 22nd Street, Suite 400, Wheaton, IL 60189 630-480-7889

www.rwg-engineering.com

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

FOR

PUBLIC IMPROVEMENTS ASSOCIATED with BURNET DRIVE at Prairie Business Park

GILBERTS, ILLINOIS

BASED ON PLANS BY RWG ENGINEERING, LLC, LATEST DATE 08/22/14

DATE: 07/11/14

FILE: 070-001-13

REVISED DATE: 08/12/14

REVISED DATE: 08/22/14

ITEM DESCRIPTION		UNIT	UNIT PRICE	EXTENSION
A. EXCAVATION, GRADING & EROSION CONTROL				
1. MASS GRADE ROADWAY CORRIDOR	1.3	AC.	\$ 15,000.00	\$ 19,500.00
2. 4" TOPSOIL RESPREAD, FINE GRADING & SEEDING	2,000	S.Y.	\$ 2.25	\$ 4,500.00
3. INLET PROTECTION FILTER BASKETS	8	EA.	\$ 500.00	\$ 4,000.00
4. EROSION CONTROL BLANKET (NAG DS150)	2,000	S.Y.	\$ 3.50	\$ 7,000.00
TOTAL EXCAVATION, GRADING & EROSION CONTROL				\$ 35,000.00
B. SANITARY SEWER				
1. 10" PVC SANITARY SEWER (SDR 26)	474	L.F.	\$ 90.00	\$ 42,660.00
2. 10" DIP SANITARY SEWER CLASS 52	767	L.F.	\$ 160.00	\$ 122,720.00
3. 48" MANHOLE TYPE A W/FRAME & LID	4	EA.	\$ 3,500.00	\$ 14,000.00
4. CONNECT TO EXISTING SANITARY SEWER PIPE	1	EA.	\$ 500.00	\$ 500.00
5. SELECT GRANULAR TRENCH BACKFILL (CA-6)	940	L.F.	\$ 75.00	\$ 70,500.00
TOTAL SANITARY SEWER				\$ 250,380.00
C. WATERMAIN				
1. 6" DUCTILE IRON WATERMAIN (FH LEAD) w/POLY, INCL FITTINGS	85	L.F.	\$ 60.00	\$ 5,100.00
2. 10" DUCTILE IRON WATERMAIN w/POLY, INCL FITTINGS	2,644	L.F.	\$ 72.00	\$ 190,368.00
3. FIRE HYDRANT w/AUX VALVE	7	EA.	\$ 5,000.00	\$ 35,000.00
4. 10" VALVE w/48" DIA VAULT	5	EA.	\$ 5,200.00	\$ 26,000.00
5. 10" VALVE w/60" DIA VAULT, PRESSURE TAP	1	EA.	\$ 7,000.00	\$ 7,000.00
6. SELECT GRANULAR TRENCH BACKFILL (CA-6)	2070	L.F.	\$ 40.00	\$ 82,800.00
7. ADJUST EXISTING STRUCTURE RIM ELEVATIONS	2	EA.	\$ 575.00	\$ 1,150.00

TOTAL WATERMAIN**\$ 347,418.00****D. STORM SEWER**

1. 12" RCP STORM SEWER	135	L.F.	\$	48.00	\$	6,480.00
2. 15" RCP STORM SEWER	217	L.F.	\$	50.00	\$	10,850.00
3. 21" RCP STORM SEWER	225	L.F.	\$	62.00	\$	13,950.00
4. 24" RCP STORM SEWER	40	L.F.	\$	65.00	\$	2,600.00
5. 27" RCP STORM SEWER	45	L.F.	\$	72.00	\$	3,240.00
6. 27" RCP STORM SEWER (ASTM C443)	212	L.F.	\$	75.00	\$	15,900.00
7. 24" DIAMETER INLET	3	EA.	\$	1,000.00	\$	3,000.00
8. 48" DIAMETER CATCH BASIN	3	EA.	\$	3,000.00	\$	9,000.00
9. 60" DIAMETER CATCH BASIN	2	EA.	\$	4,200.00	\$	8,400.00
10. 48" DIAMETER MANHOLE	1	EA.	\$	2,500.00	\$	2,500.00
11. 60" DIAMETER MANHOLE	4	EA.	\$	3,700.00	\$	14,800.00
12. SELECT GRANULAR TRENCH BACKFILL (CA-6)	865	L.F.	\$	50.00	\$	43,250.00
13. ADJ EXISTING STRUCTURE RIM ELEVATION	1	EA.	\$	575.00	\$	575.00

TOTAL STORM SEWER**\$ 134,545.00****E. PAVING, CURBS, SIDEWALK, STREET LIGHTS**

1. INTEGRAL CAST 6" BARRIER CONCRETE CURB	1,870	L.F.	\$	8.00	\$	14,960.00
2. REMOVE EXIST B6.12 C&G on ARROWHEAD & RIEMER	266	L.F.	\$	15.00	\$	3,990.00
3. 6" DUCTILECRETE PAVT ON 4" AGG BASE (CA-6)	4,024	S.Y.	\$	35.50	\$	142,852.00
4. PUBLIC SIDEWALK (ARROWHEAD & BURNET FRONTAGE)	4,600	S.F.	\$	3.80	\$	17,480.00
5. PEDESTRIAN TRAIL (PORTION ALONG SOUTH PROPERTY LINE)	4,140	S.F.	\$	1.80	\$	7,452.00
6. IDOT CLASS III BARRICADES w/ ROAD CLOSED SIGNAGE	2	EA.	\$	500.00	\$	1,000.00
7. PUBLIC STREET LIGHTS	3	EA.	\$	5,000.00	\$	15,000.00

TOTAL PAVING, CURBS, SIDEWALK**\$ 202,734.00****SUMMARY**

A. EXCAVATION, GRADING & EROSION CONTROL	\$	35,000.00
B. SANITARY SEWER	\$	250,380.00
C. WATERMAIN	\$	347,418.00
D. STORM SEWER	\$	134,545.00

E. PAVING, CURBS, SIDEWALK, STREET LIGHTS	\$	202,734.00
SUBTOTAL	\$	970,077.00
ADD 10% CONTINENGENCY	\$	97,007.70
TOTAL OPINION OF CONSTRUCTION COST (for bonding)		\$ 1,067,084.70

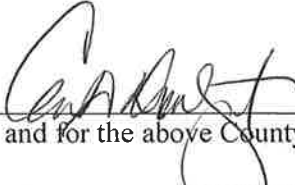
NOTE: THIS ENGINEER'S OPINION OF PROBABLE COST HAS BEEN PREPARED BASED ON THE ENGINEER'S EXPERIENCE AS A DESIGN PROFESSIONAL AND IS FURNISHED FOR INFORMATION ONLY. IT DOES NOT CONSTITUTE A GUARANTEE OF ACTUAL CONSTRUCTION COSTS.

Surety Company Acknowledgement

STATE OF **ILLINOIS**
COUNTY OF **COOK**

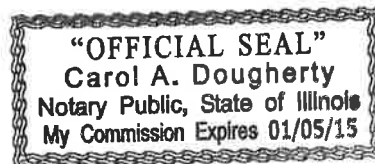
SS:

On this **1st day of December, 2014**, before me personally appeared **Sherene L. Hemler**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Schaumburg, Illinois**, that (s)he is the **Attorney in Fact of International Fidelity Insurance Company**, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



Notary Public in and for the above County and State

My Commission Expires: 01/05/15



POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

CAROL A. DOUGHERTY, KARINA TORNEZ-CHINO, MEREDITH H. MIELKE, MIKE POHL, J.S. POHL,
ROBERT E. KAPPUS, JAMES L. SULKOWSKI, ROBERT B. SCHUTZ, SHERENE L. HEMLER,
STEPHEN L. WEBSTER

Schaumburg, IL.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Executive Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

1st

day of December, 2014.

MARIA BRANCO, Assistant Secretary